REGULAR, 9/8/2020 10:30:00 AM

BE IT REMEMBERED that on September 08, 2020, there was begun and holden a REGULAR session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff (ABSENT)

CHIEF PORTER

Honorable Carolyn L. Guidry , County Clerk

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

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

NOTICE OF MEETING AND AGENDA OF COMMISSIONERS' COURT OF JEFFERSON COUNTY, TEXAS September 08, 2020

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, willmeet at **10:30 AM,** on the **08th** day of **September 2020** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

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

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

9:30 a.m.- WORKSHOP- To receive information regarding the utilization of Cares Act grant funding for match funding with school districts for county-wide connectivity.

9:45 a.m.- WORKSHOP- Presentation from Family Services of Southeast Texas for proposal for MIT Grant Funding.

11:00 a.m.- Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.072 to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

Jefferson County has taken steps to minimize the exposure of COVID-19 by implementing the following steps to allow the public to view the Commissioner’s Court meeting. The following options are available: View live with audio from the County Webpage: https://co.jefferson.tx.us/comm_crt/commlink.htm Listen to audio by calling 571-748-4021 PIN # 623-6974#. The court will also have a question and answer session at the end of the meeting. If you would like to ask any questions of the Court, please be on the phone call. The Court will give a question and answer session at the end of the meeting as time allows. You will be called upon by your last 4

digits of your phone number. If you do not have any questions, you can pass. Please be mindful that the audio portion of this meeting will be of better quality from the website.

INVOCATION: Brent A. Weaver, Commissioner, Precinct Two

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

PURCHASING:

1. Consider and approve specifications for Request for Qualifications (RFQ 20-041/YS), Historic Preservation Professional Services for Historic Resources Survey Plan, Historic Resources Survey, and Historic Preservation Plan.

SEE ATTACHMENTS ON PAGES 13 - 86

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

2. Receive and file bids for Invitation to Bid (IFB 20-031/YS), Term Contract for Trash and Biomedical Waste Container Service for Jefferson County.

SEE ATTACHMENTS ON PAGES 87 - 412

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, execute, receive and file a contract renewal for (IFB 19-041/YS), Term Contract for Hydrated Lime for Jefferson County with Lhoist North America for a first one (1) year renewal from September 15, 2020 to September 14, 2021.

SEE ATTACHMENTS ON PAGES 413 - 413

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 professional service agreement (PROF 20-045/JW) with LJA Engineering for environmental consulting services for the continued implementation of the Pesticide General Permit (for a service period of October 1, 2020 – September 30, 2021) for the Jefferson County Mosquito Control District; with the estimated cost not to exceed $8,800.000 without prior approval.

SEE ATTACHMENTS ON PAGES 414 - 419

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

5. Consider and approve, execute, receive and file Job Order Contract (JOC 20-046/DC) with SETEX Facilities & Maintenance for the Generator Relocation-Downtown in the amount of $54,648.38 in accordance with Choice Partners JOC Texas Contract 15/041JN-11-2015.

SEE ATTACHMENTS ON PAGES 420 - 429

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

ADDENDUMS

COUNTY AIRPORT:

6. Receive and file executed Consent and License Agreement between Jefferson County and Entergy for use of airport property by utilities workers servicing areas damaged by Hurricane Laura.

SEE ATTACHMENTS ON PAGES 430 - 435

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

COUNTY AUDITOR:

7. Consider and approve budget amendment – JP Pct.1, Pl.2 – additional cost for insurance.

120-2042-412-2003	EMPLOYEES' INSURANCE	$2,500.00	
120-9999-415-9999	CONTINGENCY APPROPRIATION		$2,500.00

SEE ATTACHMENTS ON PAGES 436 - 436

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

8. Consider and approve budget transfer – Crime Lab – additional cost for supplies and replacement of dryer.

120-3060-421-3042	LABORATORY SUPPLIES	$3,000.00	
120-3060-421-3084	MINOR EQUIPMENT	$800.00	
120-3060-421-4011	EQUIPMENT- MISCELLANEOUS		$3,800.00

SEE ATTACHMENTS ON PAGES 437 - 437

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

9. Consider and approve budget transfer – Constable Pct.1 – purchase of equipment for vehicle & body camera.

120-3065-425-3084	MINOR EQUIPMENT	$4,500.00	
120-3065-425-1005	EXTRA HELP		$4,500.00

SEE ATTACHMENTS ON PAGES 438 - 438

Action: TABLED

10. Consider and approve budget transfer– Constable Pct.1 – additional cost for insurance.

120-3065-425-2003	EMPLOYEES' INSURANCE	$2,500.00	
120-3065-425-1098	OVERTIME ALLOWANCE		$2,500.00

SEE ATTACHMENTS ON PAGES 439 - 439

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

11. Consider and approve budget amendment – Constable Pct.6 – additional cost for insurance.

120-3070-425-2003	EMPLOYEES' INSURANCE	$4,500.00	
120-9999-415-9999	CONTINGENCY APPROPRIATION		$4,500.00

SEE ATTACHMENTS ON PAGES 440 - 440

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

12. Consider and approve budget amendment – Beaumont Maintenance – transfer for generator relocation.

112-0000-491-8006	CAPITAL PROJECTS FND #311	$54,649.00	
120-6083-416-6003	BUILDING - COURTHOUSE		$54,649.00

SEE ATTACHMENTS ON PAGES 441 - 451

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

13. Receive and file the VINE (Victim Information & Notification Everyday) Program service agreement with Appriss for 09/01/20 - 8/31/21. The Office of the Attorney General reimburses cost of contract.

SEE ATTACHMENTS ON PAGES 452 - 452

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

14. Receive and file SAVNS Grant Contract No. 2111318 with Jefferson County for September 01, 2020 through August 31, 2021.

SEE ATTACHMENTS ON PAGES 453 - 481

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

15. Consider, possibly approve and authorize the Jefferson County Judge to execute an Inter-local agreement between Jefferson County and the City of Beaumont for a joint cooperative effort, High Intensity Drug Trafficking Areas Program.

SEE ATTACHMENTS ON PAGES 482 - 485

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

16. Consider and approve electronic disbursement for $1,846.56 to Texas Department of Criminal Justice for September insurance reimbursement.

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

17. Consider and approve electronic disbursement for $706,364.70 to LaSalle for revenue received from entities for inmate housing.

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

18. Consider and approve acceptance of 2020 Port Security Grant and authorize County Auditor to submit required acceptance forms through FEMA's ND Grant system. Grant is for $725,138 with a match of $241,713. This match will be funded from Marine Unit Division special revenue budget.

SEE ATTACHMENTS ON PAGES 486 - 497

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

19. Regular County Bills – check #474913 through checks #475054.

SEE ATTACHMENTS ON PAGES 498 - 505

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

20. Consider and approve budget transfer – Purchasing – additional cost for insurance.

120-1022-415-2003	EMPLOYEES' INSURANCE	$5,000.00	
120-1022-415-1002	ASSISTANTS & CLERKS		$5,000.00

SEE ATTACHMENTS ON PAGES 506 - 506

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

21. Consider and approve budget transfer – Jail – additional cost for extradition

120-3062-423-5063	TRANSFER PRISONERS	$7,025.00	
120-3062-423-4004	AIRPLANE FUEL		$7,025.00

SEE ATTACHMENTS ON PAGES 507 - 507

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

COUNTY COMMISSIONERS:

22. Consider, possibly approve and authorize the County Judge to extend the Declaration of Local Disaster dated 03-13-2020, Pursuant to Section 418.108 (b) of the Texas Government Code.

SEE ATTACHMENTS ON PAGES 508 - 508

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

23. Consider and possibly approve extending the Disaster Declaration for Hurricane Laura.

SEE ATTACHMENTS ON PAGES 509 - 509

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

24. Receive and file Certificate of Completion for Commissioner Eddie Arnold. Commissioner Arnold has successfully completed the continuing education provisions of Article 81.0025 of the Texas Local Government Code for 2020.

SEE ATTACHMENTS ON PAGES 510 - 511

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

COUNTY TAX ASSESSOR-COLLECTOR:

25. Consider and approve a property tax refund to CoreLogic in the amount of $12,528.27 in accordance with Property Tax Code 31.11-Refund of overpayment in excess of $2,500.

SEE ATTACHMENTS ON PAGES 512 - 525

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

26. Consider and possibly approve waiver of penalty and interest for D & R Powersource pursuant to Sec. 33.011 of the State Property Tax Code.

SEE ATTACHMENTS ON PAGES 526 - 529

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

ENGINEERING:

27. Consider and possibly approve a waiver of the minimum lot frontage for a subdivision of the property located at 11779 LaBelle Road.

SEE ATTACHMENTS ON PAGES 530 - 530

Action: TABLED

HUMAN RESOURCES:

28. Consider and possibly approve granting extended leave without pay for up to 90 days for Reneshia Stephens, an employee of the Sheriff's Department.

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

29. Consider and possibly approve granting extended leave without pay for up to 90 days for Kimberly Williams, an employee of the Sheriff's Department.

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

30. Consider and possibly approve granting extended leave without pay for up to 90 days for Rhonda Stewart, an employee of the Sheriff's Department.

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

31. Consider and possibly approve granting extended leave without pay for up to 90 days for Terry Brickerd, an employee of the Sheriff's Department.

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

SHERIFF'S DEPARTMENT:

32. Consider and possibly approve a Resolution recognizing Mark Deshotel for 26 years and 3 months of dedicated service to the Jefferson County Sheriff's Office and to the citizens of Jefferson County and in wishing him well in his retirement.

SEE ATTACHMENTS ON PAGES 531 - 532

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

33. Consider and possibly approve a Resolution recognizing Bryan James for 28 years and 10 months of dedicated service to the Jefferson County Sheriff's Office and to the citizens of Jefferson County and in wishing him well in his retirement.

SEE ATTACHMENTS ON PAGES 533 - 534

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

34. Consider and possibly approve a Resolution recognizing Joey Hill, for 27 years and 6 months of dedicated service to the Jefferson County Sheriff's Office and to the citizens of Jefferson County and in wishing him well in his retirement.

SEE ATTACHMENTS ON PAGES 535 - 536

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

_____

Jeff R. Branick
County Judge

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

September 8, 2020

Request for Statements of Qualification (RFQ Number Here)
HISTORIC PRESERVATION PROFESSIONAL SERVICES FOR HISTORIC RESOURCES SURVEY PLAN, HISTORIC RESOURCES SURVEY, AND HISTORIC PRESERVATION PLAN

Dear Vendors:

You are invited to submit a statement of qualifications in accordance with RFQ RFQ # Here, RFQ Title Here. Jefferson County is requesting statements of qualifications from Type of Firm Description Here.

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

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

Responses are to be sealed and addressed to the Purchasing Agent with the request for qualifications number and name marked on the outside of the envelope or box. All responses shall be submitted with an original and (Number Here) Written Number Here copies, to the Jefferson County Purchasing Department, 1149 Pearl Street, 1st Floor, Beaumont, Texas 77701, no later than 11:00 am CT, Date Here. Jefferson County does not accept responses submitted electronically. Responses will be publicly opened and the names of responding firms will be read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701 at the time and date below. Statements of Qualifications received after that time will be considered late and will be returned unopened. Inquiries shall be directed to Name Here, Title Here at 409-835-8593 or Email Address Here.

REQUEST NAME:	**HISTORIC PRESERVATION PROFESSIONAL SERVICES FOR HISTORIC RESOURCES SURVEY PLAN, HISTORIC RESOURCES SURVEY, AND HISTORIC PRESERVATION PLAN**
REQUEST NO. :	**RFQ 20-041/YS**
DUE DATE/TIME:	**11:00 am CT, Wednesday, November 4, 2020**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1149 Pearl Street, 1st Floor** **Beaumont, TX 77701**

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

We look forward to your active participation in this solicitation.

Sincerely,

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

Published: Beaumont Enterprise and Port Arthur News: September 9, 2020 and September 16, 2020

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Request for Statements of Qualification (20-041/YS) HISTORIC PRESERVATION PROFESSIONAL SERVICES FOR HISTORIC RESOURCES SURVEY PLAN, HISTORIC RESOURCES SURVEY, AND HISTORIC PRESERVATION PLAN

Section 1. Introduction and Purpose:

Jefferson County is requesting statements of qualifications and experience from Cultural Resource Management firm or Historic Preservation firm to provide historic resource survey and historic preservation planning.

Section 2. Procedure

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

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

Section 3. Selection Committee

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

Section 4. Historic Preservation Firm's Services

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

1. 956-30 Historical Studies and Services
2. 956-70 Research Services, Other Than Business
3. 962-52 Mapping and Geographical Information Systems (GIS) Services, Including Cartography and Surveying Services, Not Aerial

Section 5. Laws and Regulations

A. The Cultural Resource Management firm or Historic Preservation firm must comply with all laws, ordinances, and rules and regulations which govern the work specified in this contract.

Section 6. Insurance

The contractor (including any and all subcontractors as defined in Section 7.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents.

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

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

Minimum Insurance Requirements:

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 Number Here Below)

Section 7. Workers' Compensation Insurance

7.1 Definitions:

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

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

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

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

7.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 6 above.

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

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

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

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

7.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

7.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

7.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

7.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

7.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

7.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

7.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

7.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

7.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

7.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

7.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

7.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

7.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 7.1. – 7.7., with the certificates of coverage to be provided to the person for whom they are providing services.

7.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

7.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Section 8. Qualifications Statement Requirements

Firms desiring to be considered for Cultural Resource Management firm or Historic Preservation firm for Jefferson County are required to submit a Statement of Qualifications and Experience in order to be considered for contracts under this procedure. Only firms with statements submitted in response to this Request for Qualifications will be evaluated. The statement should contain, as a minimum, the following:

1. Name of the firm wishing to contract with the County.

2. Firm's local address.

3. Firm's corporate or main office address.

4. Number of years the firm has been in business.

5. Names, qualifications, and experience of professional staff who would be assigned to Jefferson County. The Vendor must meet the Secretary of the Interior's Professional Qualification Standards found here: https://www.nps.gov/history/local-law/arch_stnds_9.htm.

6. Firm's organization chart.

7. Biographies or resumes, including home office location and other relevant information, for each key staff member likely to be assigned to a project.

8. Names, titles, address, and telephone numbers of persons who are authorized to negotiate for and contractually bind the firm. One of these persons should sign the response. A contact must be named for addressing questions generated during the evaluation process.

9. Minimum two (2) years' experience preferred developing historic preservation plans in Texas (provide one work sample most relevant to this project – a link is acceptable).

10. Minimum two (2) years' experience preferred developing historic resource survey plans in Texas (provide one work sample most relevant to this project – a link is acceptable).

11. Describe reasons why the firm would be uniquely qualified to provide historic resource survey and historic preservation planning services to Jefferson County.

12. Describe any unique services offered by your firm.

13. A list of references, other than Jefferson County, who have contracted the types of work the firm, is offering to perform. A minimum number of three (3) references must be included and at least one of them must be from a submitted example project. A reference form is included on Page 19 of this package.

Section 9. Additional Information

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

Section 10. Confidential/Proprietary Information

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

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

Section 11. Terms and Conditions

1. Jefferson County reserves the right to request clarification of information submitted and to request additional information of one or more respondents.

2. Any agreement or contract resulting from this RFQ shall be on forms approved by Jefferson County and shall contain, at minimum, applicable provisions of this document. Jefferson County reserves the right to reject any agreement that does not conform to this document and any County requirements and contracts.

3. The Cultural Resource Management firm or Historic Preservation firm shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.

4. No reports, information, or data given to or prepared by the Cultural Resource Management firm or Historic Preservation firm under contract shall be made available to any individual or organization by the Cultural Resource Management firm or Historic Preservation firm without the prior written approval of the County.

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

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

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

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

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

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

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

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

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

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

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

1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.
Vendors must enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

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

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

7. Minority-Women Business Enterprise Participation

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

M. ACCESS TO RECORDS

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

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

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

N. SEAL, LOGO AND FLAGS

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

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

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

P. NO OBLIGATION BY FEDERAL GOVERNMENT

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

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

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

Section 12. Rating Criteria

The appointed Selection Committee will consider the following criteria in evaluating responses:

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

b. Performance/References - 30 %

c. Experience on Similar Projects – 20 %

d. Staff Qualifications – 10 %

Section 13. Submission Requirements

Respondents are responsible for submitting:

One (1) original and (Number Here) proposal copies; with all copies to include a completed copy of this specifications packet, in its entirety.

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

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

Responses shall be mailed or delivered to:

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

All submissions must be received by 11:00 am CT, Wednesday, November 4, 2020.

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

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

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

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

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

Please direct questions to Deborah Clark, Purchasing Agent, at 409-835-8593 or e-mail at: syphrett@co.jefferson.tx.us.

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

County Holidays – 2020:

January 1	Wednesday	New Year's
January 20	Monday	Martin Luther King, Jr. Day
February 17	Monday	President's Day
April 10	Friday	Good Friday
May 25	Monday	Memorial Day
July 3	Friday	Independence Day
September 7	Monday	Labor Day
November 11	Wednesday	Veteran's Day
November 26 & 27	Thursday & Friday	Thanksgiving
December 24 & 25	Thursday & Friday	Christmas

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

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

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR OFFER.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

Respondent Shall Return Completed Form with Offer.

Signature Page

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

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

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

Respondent Shall Return Completed Form with Offer.

Respondent's Certification

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

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

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

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

_____
NAME OF BUSINESS

BY:

_____
SIGNATURE

_____
NAME & TITLE, TYPED OR PRINTED

_____
MAILING ADDRESS

_____
CITY, STATE, ZIP CODE

(___)_____
TELEPHONE NUMBER

Sworn to and subscribed before me
this _____day of
_____, 20___

_____
Notary Public

State of _____

My Commission Expires: _____

Respondent Shall Return Completed Form with Offer.

JEFFERSON COUNTY, TEXAS
REQUEST FOR QUALIFICATIONS
FOR
HISTORIC PRESERVATION PROFESSIONAL SERVICES FOR
HISTORIC RESOURCES SURVEY PLAN, HISTORIC RESOURCES SURVEY, AND
HISTORIC PRESERVATION PLAN
September 1, 2020
RFQ 20-041/YS
Class/Item: 956-30, 956-70, 962-52

956-30	**Historical Studies and Services**
956-70	**Research Services, Other Than Business**
962-52	**Mapping and Geographical Information Systems (GIS) Services, Including Cartography and Surveying Services, Not Aerial**

PART II

GENERAL INFORMATION

INTRODUCTION

Jefferson County (the "COUNTY") is soliciting qualification statements from a well-qualified historic preservation consultant or team of consultants to develop a comprehensive plan for conducting an historic resources survey in the areas of the county outside the cities of Beaumont and Port Arthur, to conduct an historic resources survey by identifying and documenting historic resources, and to develop a survey report with a robust recommendation section in order for the County to make informed decisions about federal, state, and local designation of historic resources. Upon completion of the historic resources survey, a comprehensive historic preservation plan is also required for the areas of the county included in the survey. The County intends to select a single firm to accomplish all the services outlined in this Request for Qualifications ("RFQ").

No Guarantee of Volume. The COUNTY does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this solicitation and resulting Contract(s).

The COUNTY reserves the right, in its sole discretion, to amend or modify any provisions of this RFQ, or to withdraw this RFQ, at any time prior to the award of a Contract, if it is in the best interest of the COUNTY or the State to do so. The decision of the COUNTY, or its designee, shall be administratively final in this regard.

BACKGROUND

The Jefferson County Certified Local Government (CLG) survey plan, historic resource survey, and preservation plan is a project of the Jefferson County Historical Commission (JCHC) with the intention of identifying, documenting and preserving cultural resources in Jefferson County, Texas. A Texas coastal county approximately 90 miles east of Houston, Jefferson County is generally bordered by Orange County and Sabine Lake to the East, Chambers County to the West, and Hardin County to the North. The major cities of the county, Beaumont and Port Arthur, each have their own Certified Local Government designations, but there are numerous smaller cities and unincorporated areas including but not limited to Bevil Oaks, Port Neches, Nederland, Groves, China, Fannett, Hamshire, and Labelle. Some of these areas do not have historical organizations at

all, while others are strictly staffed by volunteers. The direct result of this is that many historical resources have not been identified, and consequently are in danger of being lost due to repeated natural disasters. Hurricane Harvey caused damage in our county estimated to be in excess of $2.2 billion dollars with over 15,000 flooded or damaged homes, and damaged roads, bridges and other critical infrastructure. The population of Jefferson County, excluding Beaumont and Port Arthur, is approximately 81,000 people. Disasters such as Hurricane Harvey have shown the urgency of completing a survey, and our current volunteer resources are unable to meet the Secretary of the Interior's Professional Qualification Standards, necessitating the use of an historic preservation consulting company to conduct the survey in the areas of the county outside the cities of Beaumont and Port Arthur. An historic resource survey will be used to develop an official preservation plan, an important part of comprehensive community planning. It is the first goal of the Texas Statewide Preservation Plan to increase the historic and cultural resources surveyed statewide by 2020, and a survey of Jefferson County will further that goal, as well as provide a sound basis for community planning that will help preserve the historic resources in our county that define our communities. Jefferson County has been awarded a Hurricanes Harvey, Irma, and Maria Emergency Supplemental Historic Preservation Fund (HIM ESHPF) subgrant by the Texas Historical Commission (THC) in the maximum amount of $249,913 for this project.

A map of the areas of the Jefferson County to be included in this project is included (See Attachment 1).

CONTRACT TERM

The services requested shall be provided for a period of thirty (30) months beginning August 1, 2020, or the last signature date, whichever is later, and ending February 13, 2023. The Contract term may be extended by the parties only by written amendment, not to exceed a total of twelve (12) additional months.

If the COUNTY is prohibited from issuing a warrant to the awarded Respondent because of a debt owed to the COUNTY, the COUNTY shall apply all payments due the awarded Respondent to the debt until the debt is paid in full.

DEFINITIONS

a) **Acceptable Quality Level**—The level of performance of requested services below which the Contract will not be paid or damages may be assessed.
b) **Addendum**—A modification of the RFQ issued by the COUNTY and distributed to prospective Respondents prior to the opening of responses.
c) **Contract**—The Contract(s) awarded as a result of this RFQ and all exhibits thereto, including any Addenda issued in conjunction with this RFQ, the successful Respondent's Submittal, and subsequent submission by Respondent.
d) **Contracted Service Provider(s)**—Respondent(s) whose Submittal results in a Contract with the COUNTY.
e) **Historic-Age Resource**—A building, structure, object, site, or district that is forty-five (45) years of age or more at the time of the historic resources survey.
f) **Historic Resources Survey**—A report that contains sufficient evidence to either 1) justify National Register of Historic Places (NRHP) eligibility determinations or, 2) make a case for conducting an intensive-level evaluation to finalize the determination(s), for each historic-age resource encountered during the field investigations.
g) **National Register of Historic Places (NRHP)**—The official list of properties recognized for their significance to local, state, or national history, architecture, archeology, engineering, or culture, as maintained by the National Park Service. To be considered eligible for listing in the NRHP, a property must meet one of more of the National Register Criteria for Evaluation, and must retain sufficient historic integrity to convey its historic significance.
h) **Project Manager**—The individual designated by the COUNTY authorized to represent the agency during the performance of the Contract.
i) **Respondent**—Any person or vendor who submits a Submittal in response to this solicitation.

j) **Submittal**—The response submitted by a vendor to the COUNTY as a result of this solicitation.

PART III

PROJECT REQUIREMENTS

SCOPE OF SERVICES

Services shall include, but are not limited to, the requirements contained in this RFQ. Services set forth that contain the words "must" or "shall" are mandatory and must be provided as specified with no alteration, modification, or exception. Services set forth that contain the words "may" or "can" allow the Respondent(s) to offer alternatives to the manner in which the commodities/services are provided. The services requested herein and to be provided under any Contract(s) awarded as a result of this RFQ are as follows:

Task 1: Project Management Plan

The Contracted Service Provider(s) shall prepare and submit a project management plan identifying the project team, project schedule, and key project milestones.

The goals of the project plan shall include the following:

Conduct monthly update meetings with County staff, including a project kickoff meeting, to identify data requirements of the Contracted Service Provider(s) and to discuss stakeholder committee structure, project schedule, public outreach planning activities and project branding.

Task 2: Investigative Study Research Design, Draft Fieldwork Methodology, and Draft Public Involvement Plan

The Contracted Service Provider(s) shall prepare an investigative study research design that delineates primary documentation tasks and establishes preliminary fieldwork methodology.

The investigative study research design will address central investigative study questions and focus primarily on gathering sufficient contextual information to provide National Register of Historic Places (NRHP) eligibility evaluations for historic properties in the county. The Contracted Service Provider(s) shall follow the Texas Department of Transportation (TxDOT) Documentation Standard for Historical Studies Research Design (DS), as applicable, and shall consult with THC if issues arise related to the DS.

The goals of this investigative study research design and preliminary fieldwork methodology shall include the following:

a) Compile a bibliography identifying repositories and existing primary and secondary resources that will be the principal guides for developing the historic context, the fieldwork methodology, and the historic resource survey report.
b) Collect materials such as historic maps and aerial photographs. Collect primary and secondary source materials from libraries, archives, and repositories, such as regional universities and colleges and state agencies such as TxDOT (including archives library), the Texas General Land Office, the Texas Natural Resources Information System, Texas Archeological Research Laboratory, and the THC. Materials gathered will concentrate on answering the questions posed in the investigative study research design.
c) Identify how field recordation data for surveyed resources and GIS data will be created and integrated with the THC's Historic Sites Atlas. The Contracted Services Provider(s) shall use the CRSurveyor Collector cultural resource survey tool, which was developed by the National Park Service (NPS) and the National Alliance of Preservation Commissions (NAPC), to accurately capture location information and specific details about historic resources. All GIS data created must also be compatible with the NPS Cultural Resource Spatial Data Transfer Standards (issued January 2014); the CRSurveyor Collector uses the ESRI ArcGIS Online platform and automatically saves data into a structure that matches the NPS Cultural Resource Spatial Data Transfer Standards. Purchase of any necessary ArcGIS Online Licenses or Credits shall be the responsibility of the Contracted Services

Provider(s). Federal Geographic Data Committee compliant data set level metadata shall be submitted for each shapefile or feature class included. Use of the CRSurveyor Collector is strictly limited to work performed under any Contract resulting from this RFQ; use of CRSurveyor Collector for other work without the permission of NAPC is prohibited. For more information about the CRSurveyor Collector, please see the CRSurveyor Collector NAPC User Field Guide (Exhibit F).

The draft fieldwork methodology shall address how the Contracted Services Provider(s) will conduct field investigations, which shall document historic-age properties, with the following notes:

a) Bridges—Road and railroad bridges, overpasses, underpasses, and culverts may be excluded from field investigation and documentation unless they are important features of a potential historic district.
b) Post-War Residential Neighborhoods—Neighborhoods developed after 1945 and containing ten (10) or more historic-age residential properties, should be documented and evaluated collectively as a potential historic district by providing a general description of the neighborhood's history, design, setting, building forms, architectural styles, a map of the neighborhood boundary, and photographs of a representative sample of the historic-age properties. Important non-residential properties within the neighborhood, such as schools, churches, parks, or commercial buildings, should be photographed and recorded as part of the representative sample.
c) Mobile and Manufactured Homes—Individual mobile and manufactured homes may be excluded from field investigation and documentation unless they are part of a development with ten (10) or more historic-age mobile or manufactured homes, in which case they should be documented collectively as a post-war residential neighborhood.
d) Irrigation and Drainage Districts—Historic-age irrigation, drainage, and other water improvement districts may be documented as a single system by providing a general description of the system's history and function, a map of the system showing major features, and photographs of a representative sample of the historic-age features.
e) Linear Transportation Corridors—Historic-age linear transportation corridors, including roads, highways, railroads, and former transportation rights-of-way, may be excluded from field investigation and documentation unless they are important features of a potential historic district.

The public involvement plan shall identify potential interested parties in the county and outline efforts to involve them in the research and review of the historic resources survey. These parties may include, but are not limited to, the county historical commission (CHC), certified local government (CLG) staff, local and statewide historic preservation organizations, and local history museums, libraries, or repositories. The public involvement plan shall incorporate at least two (2) stakeholder meetings held within the county to be surveyed. The public involvement plan shall identify the location of the first stakeholder meeting and propose one (1) primary and one (1) alternate date and time; the date of the second stakeholder meeting will be dependent on the completion of the survey fieldwork. The Contracted Service Provider(s) shall ensure the availability of the proposed location for the primary and alternate times. The first stakeholder meeting shall be led by the Contracted Service Provider(s) who will provide information on the purpose and goals of the historic resource survey, the research design, the preliminary fieldwork methodology, the draft historic context, and the draft geographic survey scope. The first stakeholder meeting shall provide an opportunity for the stakeholders to express their views on the historic resources survey. The Contracted Service Provider(s) shall be prepared to collect information that the stakeholders might bring to the meeting, by means of scanning, copying, or photographing. The second stakeholder meeting shall be led by the Contracted Service Provider(s) who will provide information on the results of the historic resources survey report, including the historic context, fieldwork, and evaluations. The second stakeholder meeting shall provide an opportunity for the stakeholders to express their views on the historic resources survey.

The Contracted Services Provider(s) shall consult with the COUNTY during the development of the deliverable for this task, including seeking COUNTY comments on questions, data gaps, and/or requests for clarification.

The Contracted Services Provider(s) shall submit the Task 1 deliverable—the investigative study research design, draft fieldwork methodology, and draft public involvement plan—in both Adobe PDF and Microsoft Word document file formats on one (1) compact disc in a jewel case or on one (1) compact flash drive, and two (2) hard copies to the COUNTY Project Manager. The deliverable for this task is due upon COUNTY's request or sixty (60) days after the start date of any Contract(s) awarded as a result of this RFQ. The Contracted Services Provider(s) is/are responsible for quality assurance and quality control of the deliverable before it is submitted to the COUNTY for review. The Contracted Services Provider(s) shall allow COUNTY a minimum of fifteen (15) calendar days to review and comment on the draft deliverable for this task before acceptance. Based on COUNTY's review of the deliverable, COUNTY may require additional consultation and revision of the deliverable before its acceptance.

Task 3: Draft Historic Context Report, Draft Countywide Survey Plan, Draft Geographic Survey Scope, and Final Public Involvement Plan

Upon COUNTY review and acceptance of the Task 1 deliverable, the Contracted Services Provider(s) shall develop a draft historic context report specific to the county, a draft countywide survey plan, a draft geographic survey scope recommendation, and a final public involvement plan. The Contracted Services Provider(s) shall consult with the COUNTY during the development of the deliverable for this task.

A historic context report shall be understood as a narrative that includes information based on cultural themes, specific chronological periods, and a defined geographic area. It describes the broad patterns of community development, considering history, architecture, archeology, engineering, and culture, and identifies specific resource types (buildings, structures, sites, objects, and/or districts) that represent those patterns. A cultural theme is considered significant if it can be demonstrated, through scholarly research, to be important to the development of a resource. A historic context is a vital planning tool that provides direction for identifying and evaluating significant historic resources. Historic contexts can help define the focus of planning priorities, goals, and strategies. A historic context serves as the framework within which the National Register Criteria are applied to specific properties or property types. Decisions concerning the significance, historic integrity, documentation, and treatment of properties can be made reliably only when the resource is evaluated within its historic context. See the National Park Service's *National Register Bulletin 15: How to Apply the National Register Criteria for Evaluation* for further discussion.

The Period(s) of Significance (POS) and the Area(s) of Significance (AOS) must be clearly identified in the historic context. POS refers to the span of time during which significant events and activities occurred in the geographic area. The POS should not automatically end 45–50 years before the present. Events and associations with historic properties are finite; most properties have a clearly definable POS. AOS refers to one or more categories of prehistory or history under which the potential historic significance of each historic-age property is evaluated. Each geographic area may have multiple POS and AOS. Each historic context and geographic area may have different POS and AOS. A specific historic property may have a different POS and AOS from the broader context POS and AOS. Each theme in the historic context and each historic property must have a POS. See the National Park Service's *National Register Bulletin 39: Researching a Historic Property* for further discussion.

Based on the appropriate historic context, including the identified POS and AOS, the Contracted Service Provider(s) shall develop a draft countywide survey plan and draft geographic survey scope recommending specific communities, locations, areas, and/or themes in which to conduct the initial phase of field investigations. The draft geographic scope shall provide the "best value" to the state for the Contract. Priority should be given based on the likely level of significance of historic resources and the likely concentration of historic resources. The identified geographic scope shall be of reasonable scale that completion of a windshield-level field investigation by the Contracted Service Provider(s) is feasible

before the end of the Contract period and within the Contract budget. The draft geographic survey scope shall also propose how future phases of field investigations covering the remainder of the county should be organized.
After addressing any COUNTY comments regarding the Task 1 deliverable of the draft public involvement plan, the Contracted Services Provider(s) shall submit the final public involvement plan.

The Contracted Services Provider(s) shall submit the Task 2 deliverable—the draft historic context report, draft countywide survey plan, draft geographic survey scope, and final public involvement plan—in both Adobe PDF and Microsoft Word document file formats on one (1) compact disc in a jewel case or on one (1) compact flash drive, and two (2) hard copies to the COUNTY Project Manager. The deliverable for this task is due upon COUNTY's request or 180 days after the start date of any Contract(s) awarded as a result of this RFQ. The Contracted Services Provider(s) is/are responsible for quality assurance and quality control of the deliverable before it is submitted to the COUNTY for review. The Contracted Services Provider(s) shall allow COUNTY a minimum of thirty (30) calendar days to review and comment on the draft deliverable for this task before acceptance. Based on COUNTY's review of the deliverable, COUNTY may require additional consultation and revision of the deliverable before its acceptance.

Task 4: First Stakeholder Meeting, Final Geographic Survey Scope, and Final Fieldwork Methodology
Upon COUNTY review and acceptance of the Task 2 deliverable, the Contracted Service Provider(s) shall lead the first stakeholder meeting, develop the final fieldwork methodology, and develop the final geographic survey scope.

The Contracted Services Provider(s) shall lead at least one (1) stakeholder meeting, as described in the public involvement plan, prior to conducting the survey fieldwork. As a deliverable, the Contracted Services Provider(s) shall submit a copy of the stakeholder meeting agenda, a copy of the meeting sign-in sheet, copies of any materials presented or displayed at the meeting, copies or summaries of any comments received, copies of any information collected at the meeting, and a memorandum briefly describing the meeting and how the views and comments of the stakeholders have been taken into account.

After addressing any COUNTY comments regarding the Task 2 deliverable of the draft geographic survey scope, the Contracted Services Provider(s) shall submit the final geographic survey scope in which to conduct the initial phase of field investigations.

After addressing any COUNTY comments regarding the Task 1 deliverable of the draft fieldwork methodology, and taking into account any relevant comments from other stakeholders, the Contracted Services Provider(s) shall submit the final fieldwork methodology. The final fieldwork methodology shall estimate the number of historic-age properties and the range of property types likely to be included in the initial phase of field investigations within the geographic survey scope.

The Contracted Services Provider(s) shall submit the Task 3 deliverable—the first stakeholder meeting documentation, the final geographic survey scope, and the final fieldwork methodology—in both Adobe PDF and Microsoft Word document file formats via DropBox or on one (1) compact flash drive, and two (2) hard copies to the COUNTY Project Manager. The deliverable for this task are due upon COUNTY's request or 240 days after the start date of any Contract(s) awarded as a result of this RFQ. The Contracted Services Provider(s) is/are responsible for quality assurance and quality control of the deliverable before it is submitted to the COUNTY for review. The Contracted Services Provider(s) shall allow COUNTY a minimum of thirty (30) calendar days to review and comment on the draft deliverable for this task before acceptance. Based on COUNTY's review of the deliverable, COUNTY may require additional consultation and revision of the deliverable before its acceptance.

Task 5: Draft Historic Resources Survey Report and Historic Preservation Plan

Upon COUNTY review and approval of the Task 4 deliverable, the Contract Services Provider(s) shall complete a windshield-level survey of the area(s) identified in the final geographic survey scope. The survey shall apply the appropriate historic contexts and implement the final fieldwork methodology.

To the extent possible, the Contracted Services Provider(s) shall document historic properties on private land from the public rights-of-way only. Documentation shall include field forms created using the "Details" sub-tables in the CRSurveyor Collector cultural resource survey tool to that record salient historic significance, physical features, and historic integrity of each historic-age property surveyed, as well as digital photographs of each historic-age property surveyed and their surrounding context.

The focus of the fieldwork shall be to determine and field verify whether the historic-age resources are eligible for listing in the NRHP or to make recommendations for further evaluation in the future to finalize such determination. Any recommended further evaluation is not a part of this RFQ and will not be a part of any awarded Contract(s). The historic resources survey shall result in a report that applies the evaluation methodology in narrative format with a survey form for each surveyed property, GIS data collected using the CRSurveyor Collector cultural resource survey tool, and a Microsoft Access-compatible database containing all data from the CRSurveyor Collector. The historic resources survey report shall also include appropriate graphics, such as maps and historic photographs, to illustrate the history, condition, and development of the surveyed properties. The historic resources survey report shall adhere to the windshield-level historic resources survey report standards (Exhibit E).

The Contract Services Provider(s) shall develop a Historic Preservation Plan (HPP). As a county that has experienced multiple natural disasters and a major plant explosion in recent years, Jefferson County urgently needs to develop a county-wide historic preservation plan to identify goals, strategies, and action items to help preserve the County's irreplaceable historic resources in urban, suburban, and rural settings. With the focus on the economic advantages and cost benefits of historic preservation, the project will place a heavy emphasis on public involvement and participation and will mark the beginning of an effort to foster greater interest in preservation and coordinate such activities on a County-wide basis. The preservation plan is a particularly cost-effective approach for all parties because it will provide the basic tools, approaches, and data sets that each community will subsequently be able to refine and customize to meet their unique needs and situations. Development of the HPP should include:

a) Develop a vision statement and guiding principles in cooperation with the stakeholder committee.
b) Develop maps illustrating existing Historic Resources, Potential Historic Resources, and future resources which could be important in the next five to ten years. In addition, a comprehensive map listing all structures that were evaluated during this plan should be developed.
c) A prioritized list of goals, along with an implementation timeline, likely to include such topics as:
    1. Public outreach and communication strategies.
    2. Financial and economic incentives.
    3. Toolkits for property owners, businesses, and tenants.
    4. Public policies to promote historic preservation.
    5. Strategies for public-private cooperation to create historic preservation awareness and education.
    6. Strategies to guide rehabilitation of historic properties with energy efficient or clean-energy technology.
    7. Identify goals and strategies to address disaster and emergency preparedness.
    8. Identify goals and strategies to plan toward improved mapping, care, preservation, and maintenance of existing and potential archeological resources.
d) Review the Texas Antiquities Code, and provide general guidance on its applicability.

e) Identify the benefits of historic preservation in neighborhood stabilization efforts, acknowledging the challenges and opportunities in revitalizing historic neighborhoods.
f) Conduct archival, Sanborn map, genealogical, and other research work as well as analysis and assessment of current demographics, physical conditions, and land use.
g) Prepare and compile maps, diagrams, charts, and contextual photos.
h) Identify and catalog buildings, architectural styles, sites, and districts of historical, architectural, archaeological, or cultural value, along with statements of fact that verify their significance.
i) Identify outside funding sources that are available for historic preservation efforts.
j) Maintain and update an inventory of Historic Resources.
k) Develop a list of Potential Historic Resources.
l) Assist in developing an interactive webpage to allow public input and participation to further identify additional Potential Historic Resources by noting addresses or posting images. A cursory evaluation of these structures will need to be conducted to ensure that unique architecture, development patterns, etc., are not overlooked as potential candidates for future historic designations.
m) Provide a list of pre-1960 structures recommended for inclusion on the list of Potential Historic Resources. Develop priorities to identify, review, and evaluate structures or properties for future consideration as Potential Historic Resources.
n) Conduct an inclusive and transparent public outreach campaign that utilizes innovative tools and highly engaging community events. At least one (1) public outreach meeting must be held in each County Commissioner precinct, with the Vendor setting up and conducting the meetings with the assistance of Jefferson County HPO and JCHC members. The meetings will allow the Vendor and JCHC to collect feedback about how to identify project goals, priorities, and action items and to develop steps to integrate preservation into overall planning, land-use, and development strategies. Provide status updates to the Jefferson County Historical Commission throughout the process at key milestones and present final recommendations.
o) Hold a workshop with the Commissioner's Court to present draft Historic Preservation Plan.
p) Present final recommendations to Commissioner's Court.

The Contracted Services Provider(s) shall submit the Task 5 deliverable—the draft historic resources survey report and draft Historic Preservation Plan, including all graphics, field survey forms, GIS data, and database files in Microsoft Word, Adobe PDF, Adobe Access-compatible, and ESRI ArcGIS Pro-compatible file formats, as appropriate—on one (1) compact disc in a jewel case or on one (1) compact flash drive, and two (2) hard copies to the COUNTY Project Manager. The deliverable for this task are due no later than July 30, 2022. The Contracted Services Provider(s) is/are responsible for quality assurance and quality control of the deliverable before it is submitted to the COUNTY for review. The Contracted Services Provider(s) shall allow COUNTY a minimum of sixty (60) calendar days to review and comment on the draft deliverable for this task before acceptance. Based on COUNTY's review of the deliverable, COUNTY may require additional consultation and revision of the deliverable before its acceptance.

Task 6: Second Stakeholder Meeting, Final Historic Resources Survey Report, Final Historic Context Report and Final Historic Preservation Plan

Upon COUNTY review and approval of the Task 6 deliverable, the Contracted Services Provider(s) shall submit the final historic resources survey report and final historic context report that addresses all comments from COUNTY from all previous tasks.

Upon COUNTY review and approval of the Task 5 deliverable, the Contracted Services Provider(s) shall lead at least one (1) stakeholder meeting, as described in the public involvement plan, after conducting the survey fieldwork, to present the findings of the historic resources survey report. As a deliverable, the

Contracted Services Provider(s) shall submit a copy of the stakeholder meeting agenda, a copy of the meeting sign-in sheet, copies of any materials presented or displayed at the meeting, copies or summaries of any comments received, copies of any information collected at the meeting, and a memorandum briefly describing the meeting and how the views and comments of the stakeholders have been taken into account.

The Contracted Services Provider(s) shall consult with COUNTY during the development of the deliverable for this task. The Contracted Services Provider(s) shall submit a pre-final copy of this deliverable in Microsoft Word, Adobe PDF, Adobe Access-compatible, and ESRI ArcGIS Pro-compatible file formats, as appropriate, to the COUNTY Project Manager via email or other file transfer method and seek the COUNTY's review and acceptance. The pre-final deliverable for this task is due no later than September 1, 2022. The Contracted Services Provider(s) shall allow COUNTY a minimum of sixty (60) calendar days to review and comment on the pre-final deliverable. Based on COUNTY's review of the pre-final deliverable, COUNTY may require additional consultation and revision of the deliverable before its acceptance.

Upon COUNTY review and acceptance of the pre-final Task 6 deliverable, the Contracted Services Provider(s) shall deliver the final Task 6 deliverable—the second stakeholder meeting documentation, the final Historic Preservation Plan, and the final historic resources survey report, containing the final historic context report and including all graphics, field survey forms, GIS data, and database files in Microsoft Word, Adobe PDF, Adobe Access-compatible, and ESRI ArcGIS Pro-compatible file formats, as appropriate—on three (3) compact discs in jewel cases or three (3) compact flash drives, and three (3) hard copies contained in individual three-ring binders to the COUNTY Project Manager. The final Task 6 deliverable shall address any COUNTY comments concerning the pre-final Task 6 deliverable. The Contracted Services Provider(s) shall also offer a copy of the final historic resources survey report to the CHC; the CHC may choose to receive a hardcopy, a digital copy, or both. The final deliverable for this task are due within sixty (60) days of receiving acceptance of the pre-final deliverable or by January 31, 2023, whichever occurs first.

PERFORMANCE TRACKING AND REPORTING

COUNTY will monitor the performance of the Contract(s) awarded as a result of this RFQ. All services under the Contract(s) shall be performed at an acceptable quality level and in a manner consistent with industry standards, customs, and practices as acceptable to COUNTY, and in a manner consistent with applicable professional guidelines. All deliverables will be submitted in accordance with the Contract(s) timeline agreed upon at signing.

During the course of the Contract(s) awarded as a result of this RFQ, the Contracted Services Provider(s) shall provide COUNTY with regular reports. These reports shall be a maximum of one (1) page and include a brief narrative of the work performed over the previous quarter and a table showing the number of resources surveyed during the previous quarter and overall. These reports shall be submitted to the COUNTY Project Manager quarterly, due the end of February, May, August, and November of each year, for the life of the Contract(s).

SUB-CONSULTANTS (IF APPLICABLE)

Sub-consultants may be needed to provide specialized services related to the project and can be engaged with the prior review of qualifications and approval of the COUNTY. The Respondent(s) must provide statements from each of its sub-consultants, signed by an individual authorized to legally obligate each sub-consultant, attesting to the fact that it will provide services as represented in the RFQ. Sub-consultants may be required to submit ownership information similar to that required of the Respondent(s). The Respondent(s) must disclose, at COUNTY's request, any information regarding sub-consultants.

Sub-consultants providing commodities/services under the Contact(s) shall meet the same requirements and level of experience as required of the Respondent(s). No subcontract under the Contract(s) shall relieve the Respondent(s) of responsibility for ensuring the requested commodities/services are provided.
Note: The Historically Underutilized Business (HUB) Subcontracting Plan (HSP), as required by the Texas Government Code, § 2161, and by Title 34, §§ 20.10–20.28 of the Texas Administrative Code, must be submitted or your Submittal will be disqualified. COUNTY will offer a pre-submittal review of HSPs. Please see the Schedule of Events for the submittal date for this review. Upon submittal of response, all HSPs will be reviewed for responsiveness.

REQUIREMENTS OF THE HURRICANES HARVEY, IRMA, AND MARIA EMERGENCY SUPPLEMENTAL HISTORIC PRESERVATION FUND GRANT

Any Contract(s) resulting from this RFQ are made possible through grant support from the Emergency Supplemental Historic Preservation Fund (ESHPF) of the National Park Service (NPS), U.S. Department of Interior, related to the consequences of Hurricanes Harvey, Irma, and Maria.

a) The Contracted Services Provider(s) must include acknowledgment of grant support from the ESHPF of the NPS, Department of Interior, in all deliverables, press, and publications concerning NPS grant-supported activities.
b) Any Contract(s) resulting from this RFQ are subject to the terms of the Grant Agreement (P19AP00014) Between the United States Department of Interior National Park Service and Texas Historical Commission, dated March 25, 2019. A copy of this Grant Agreement is included in Exhibit G of this RFQ.
c) COUNTY will furnish NPS with one (1) digital copy of any deliverable/publication produced under any Contract(s) resulting from this RFQ.
d) NPS shall have a royalty-free right to republish any materials produced under any Contract(s) resulting from this RFQ. All photos included as part of the interim and final reporting, deliverables, and/or publication will be considered released to the NPS for future official use. Photographer, date and caption should be identified on each photo, so NPS may provide proper credit for use.

PART III

SUBMITTAL INFORMATION

SCHEDULE OF EVENTS
The solicitation process for this RFQ will proceed according to the following proposed schedule. The schedule listed is for planning purposes only and is subject to change.

EVENT	DATE
• Issue RFQ / ESBD posting date	September 8, 2020
• Deadline for submission of questions in writing	September 30, 2020
• Official response to questions posted on ESBD	October 7, 2020
• **Deadline for submission of Submittals (*Late responses will not be considered*)**	**November 4, 2020 at 11:00 AM CT**
• **RFQ Public Bid Opening (Only names and addresses will be read out loud)**	**November 4, 2020 at 11:01AM**
• RFQ evaluations	November 12, 2020
• Expected award of Contract(s)	November 17, 2020
• Expected Contract(s) start date	December 1, 2020
• Submission of Task 1 Deliverable (Project Management Plan and Kickoff Meeting between COUNTY and successful Respondent(s)	December 15, 2020
• Submission of Task 2 Deliverable (Investigative Study Research Design, Draft Fieldwork Methodology, and Draft Public Involvement Plan)	February 1, 2021 (*60 days after Contract start date*)
• Submission of Task 3 Deliverable (Draft Historic Context Report, Draft Countywide Survey Plan, Draft Geographic Survey Scope, and Final Public Involvement Plan)	June 1, 2021 *(180 days after Contract state date)*
• Submission of Task 4 Deliverable (First Stakeholder Meeting, Final Geographic Survey Scope, and Final Fieldwork Methodology)	July 29, 2021 *(240 days after Contract start date)*
• Submission of Task 5 Deliverable (Draft Historic Resources Survey Report and Draft Historic Preservation Plan)	December 1, 2022
• Submission of Task 6 Deliverable (Second Stakeholder Meeting, Final Historic Resources Survey Report, Final Historic Context Report, and Final Historic Preservation Plan)	January 30, 2023

REVISIONS TO SCHEDULE
COUNTY reserves the right to change the dates in the schedule of events above (during the RFQ solicitation) through a posting on the Electronic State Business Daily (ESBD) as an Addendum. It is the responsibility of interested parties to periodically check the ESBD for updates to the RFQ prior to submitting a Submittal. The Respondent's failure to periodically check the ESBD will in no way release the selected Contractor(s) from the requirements of "addenda or additional information," nor will any resulting additional costs to meet the requirements be allowed after the award(s).

SUBMITTAL REQUIREMENTS
All responses must contain documentation of the required elements in the sequence listed below. Submittals that do not follow these criteria may be considered non-responsive. The Submittal should be concise, complete, and include the following:

a) Submission: Respondents shall submit one (1) signed original Signature Page and one (1) signed original each of Exhibits A–E. Respondents shall also submit one (1) original and three (3) additional hardcopies of the complete Submittal containing all information required in Sections 3.4 and 3.5.
b) Submittal pages should be numbered and contain an organized, paginated table of contents corresponding to the section and pages of the Submittal.
c) Costs: The COUNTY will not reimburse the Respondent for any cost related to their Submittal. The Respondent is responsible for any expense related to the preparation and submission of their Submittal.
d) Contents: Listed below is a summary of all information to be included in a Submittal in response to this RFQ. COUNTY reserves the right, in its sole judgment and discretion, to waive minor technicalities and errors in the best interest of the state.
    1) Respondent Information: Include the following related to the responding business entity:
        - formal name and all assumed names used by the business entity;
        - structure of business entity (i.e. sole proprietorship, partnership, corporation, etc.);
        - state in which business entity was formed or incorporated;
        - physical address and mailing address;
        - principal place of business;
        - whether, and to what extent, Respondent has established a physical presence in the State of Texas, including relevant timeframes; and,
        - name, title, address, telephone number, facsimile number, and e-mail address of Respondent's primary contact.
    2) Include a letter from any subcontractor proposed for the work in which the subcontractor agrees to work on the team. The letter should be on the subcontractor's letterhead and explicitly acknowledge that the team member: (1) agrees to the teaming arrangement; (2) is aware of, and agrees to, the specified rate structure; (3) is aware of, and agrees to, the terms of this RFQ; and, (4) is aware of, and agrees that, the team member has no conflict of interest. The letter must be included in the Submittal, not mailed under separate cover.
    3) The Respondent must provide evidence of financial responsibility and stability for performance of the requirements/services for which a Submittal is submitted. In addition, the Respondent must disclose the source of any outside financial resources that will be utilized by the Respondent to enable it to perform any Contract awarded pursuant to the RFQ. If requested by COUNTY, Respondent must provide copies of documents to show the financial capability to demonstrate financial solvency, and to verify the capacity to fulfill the requirements of this RFQ. The documents may include, but are not limited to, the Respondent's most recent audited financial statement. COUNTY reserves the right to require any additional information necessary to determine the financial integrity and responsibility of a Respondent and to reject a response on the grounds of the Respondent's financial soundness.
    4) Exhibit A—Execution of Submittal: Failure to sign and return the Execution of Submittal will result in rejection of the Submittal.
    5) Exhibit B—Conflict of Interest/Disclosure Statement/Certification Regarding Public Nature of the Offer
    6) Exhibit C—Certification Regarding Lobbying
    7) Exhibit D—RFQ Submittal Requirements Checklist
    8) HUB Subcontracting Plan: Completion and submission is required.

Proposed Services: With respect to each of the services outlined in Part II above, provide the information requested below:

ELEMENTS OF SUBMITTAL
In addition to the Submittal Requirements (see Section 3.4 above), provide the information requested below with respect to each of the services outlined in Part II above.

Scope

Respondent's Submittal shall indicate for which county or counties they are seeking a Contract and provide a rough estimate of the number of historic-age resources to be surveyed in the county.

Methodology

An outline or narrative of the Respondent's process to implement the requirements of the RFQ Scope of Work.

Qualifications

a) Provide a firm organizational chart identifying key personnel that will be assigned to this project, including key personnel of any sub-consultants.
b) Provide a resume or curriculum vitae for each member of the project team, including any sub-consultants.
c) Provide documentation that key personnel meet the Secretary of the Interior's Professional Qualifications Standards in history or architectural history. Include relevant experience with historic resources surveys.

Comparable Project Experience

a) Provide evidence of previous experience with similar projects including: narrative, graphic, and other relevant documentation of at least three (3) relevant projects completed within the past five (5) years demonstrating proficiency in this project type. For each project, provide the following baseline information: name of client, project location, project size, project cost, project completion date, and names of any sub-consultants. Describe the ways in which each project is similar to this COUNTY project. Experience performing historic resources surveys of large geographic areas, with numerous historic-age resources, and in rural and small-town settings is preferred.
b) Provide any similar documents prepared for other projects as a sample for COUNTY review.
c) References: The Evaluation Committee, at their discretion, may contact references provided in the Submittal for consideration. This will supplement information submitted for the criteria above. Please ensure that all contact information is accurate and current. Provide client contact information, including contact name, address, telephone number, and email address, for the example projects listed in Section 3.5.4(a) above.

INQUIRIES

a) All inquiries shall be submitted in writing to Deborah Clark, at syphrett@co.jefferson.tx.us by 5:00PM Central Time, on **September 7, 2020**, as specified in the Schedule of Events at Section 3.1 above.
b) All inquiries will result in written responses posted to the ESBD www.txsmartbuy.com/sp. If a Respondent does not have internet access, a copy of all written responses may be obtained through the point of contact listed above.
c) Except as otherwise provided in this section, upon issuance of this RFQ, other employees and representatives of COUNTY will not answer questions or otherwise discuss the contents of the RFQ with any potential Respondent or its representatives. Failure to observe this restriction may result in disqualifications of any subsequent response. This restriction does not preclude discussions unrelated to this RFQ.
d) If Respondent takes any exceptions to any provisions of this RFQ, these exceptions must be specifically and clearly identified by section in Respondent's Submittal in response to this RFQ and Respondent's proposed alternative must also be provided in the Submittal. Respondents cannot take a "blanket exception" to this entire RFQ. If any Respondent takes a "blanket exception" to this entire RFQ or does not provide proposed alternative language, the Respondent's Submittal may be disqualified from further consideration. Any exception may result in the Contract not being awarded to the Respondent.

SUBMISSION DEADLINES

a) All Submittals shall be received, and time stamped at COUNTY prior to 11:00 AM Central Time on November 4, 2020, as specified in the Schedule of Events at Section 3.1 above. **Late submittals will not be accepted.**
b) Submittals should be placed in a separate envelope or package and correctly identified with the RFQ number and submittal deadline/RFQ opening date and time. It is Respondent's responsibility to appropriately mark and deliver the Submittal to COUNTY by the specified date. A U.S. Postal Service (USPS) postmark or round validation stamp; a mail receipt with the date of mailing, stamped by the USPS; a dated shipping label, invoice or receipt from a commercial carrier; or, any other documentation in lieu of the on-site time stamp WILL NOT be accepted.
c) Telephone, facsimile, and email Submittals will not be accepted.
d) Receipt of all addenda to this RFQ should be acknowledged by returning a signed copy of each addendum with the Submittal.
e) COUNTY will not consider any submittal that bears a copyright. As a state agency, COUNTY will strictly adhere to the requirements of the Texas Government Code, § 552 (the "Texas Public Information Act") regarding the disclosure of public information. As a result, by participating in this solicitation process Respondent acknowledges that all information, documentation, and other materials submitted in response to this solicitation may be subject to public disclosure under the Texas Public Information Act. COUNTY does not have authority to agree that any information submitted will not be subject to disclosure. Disclosure is governed by the Texas Public Information Act. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this process and to take precautions to safeguard trade secrets and proprietary or otherwise confidential information. COUNTY assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Respondents. If it is necessary for Respondent to include trade secrets or proprietary or otherwise confidential information in its submittal, Respondent must clearly mark in bold red letters the term "**CONFIDENTIAL**" using at least **14-point font**, on that specific part or page of the submittal which Respondent believes to be confidential. All submittals and parts of submittals that are not marked confidential will be automatically considered to be public information. If COUNTY receives a public information request seeking information marked by Respondent as confidential, Respondent will receive notice of the request as required by the Texas Public Information Act. If COUNTY receives a public information request for submittals and parts of submittals that are not marked confidential, the information will be disclosed to the public as required by the Texas Public Information Act.

DELIVERY OF SUBMITTALS

Submittals shall be delivered to COUNTY by one of the following methods:

U.S. Postal Service	**Overnight/Express Mail/Hand Delivery**
Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, TX 77701	Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, TX 77701 *Hours: 8:00AM to 5:00PM CT*

SUBMITTAL OPENING

Submittals will be opened at the Jefferson County Purchasing Department, 1149 Pearl Street, 1st Floor, Beaumont, TX 77701.

The COUNTY reserves the right to reject any or all Submittals and to waive any or all informalities in connection therewith. All Submittals become the property of COUNTY after the RFQ submittal deadline/opening date. The Submittals and accompanying documentation will not be returned.

f) Per Texas Government Code, § 2269.154, COUNTY shall receive, publicly open, and announce information as required. COUNTY will also award this RFQ per all requirements of the Texas Government Code.
g) Submittals shall constitute an offer for a period of ninety (90) days, or until selection is made by COUNTY, whichever occurs earlier.

EVALUATION AND AWARD

a) It is the intent of COUNTY to award a Contract or Contracts to the Respondent(s) who is/are the "most qualified" for the services solicited in this RFQ.
b) COUNTY anticipates awarding separate Contracts for each county listed above. Respondents may seek a single Contract for a single county, or multiple Contracts for multiple counties. For each Contract awarded COUNTY shall select the Respondent that provides the "Best Value" for the State. COUNTY reserves the right, in its sole discretion, to offer a Contract to a qualified Respondent for a specific county listed above if it is in the best interest of COUNTY or the State to do so.
c) The Evaluation Committee will select the best qualified Respondent(s). Following this selection, negotiations will begin with the selected firm(s) to arrive at a mutual understanding of the detailed scope of services and determine a fair and reasonable fee structure. Should the selected firm(s) and the COUNTY fail to arrive at a mutually acceptable agreement, the project will then be offered to the next highest ranked (qualified) Respondent(s).
d) All Submittals must be complete and convey all of the information requested in order to be considered responsive. If the submittal fails to conform to the essential requirements of the RFQ, the COUNTY alone will determine whether the variance is significant enough to consider the submittal non-responsive and thus disqualify the Respondent from further consideration. Under Texas Government Code, § 2157.074, COUNTY shall select the applicant that provides the "Best Value" for the State.
e) Jefferson County reserves the right to reject any and all Submittals, with or without cause, to waive any or all formalities, or to enter into separate negotiations with any Respondent. The COUNTY is not bound to award a Contract based upon the information submitted. COUNTY reserves the right to award to multiple Respondents.
f) COUNTY reserves the right to award Contract(s) without any negotiations and reserves the right to not make awards.
g) Respondents shall carefully read the information contained in the following criteria and submit a complete response to all questions in this Section. Incomplete Submittals may be considered non-responsive and subject to rejection. The Evaluation Committee will determine best value by applying the following criteria and assigned weighted values:

Criteria	Weight
Proposed Project Methodology	25%
Qualifications of Professional Staff	50%
Senior Professional Historian	(30%)
Other Professional Staff	(20%)
Comparable Project Experience	25%
TOTAL	100%

1) **Criterion One: Proposed Project Methodology (25%)**

In the Proposed Project Methodology portion of the Submittal, address how your firm will implement the requirements of the RFQ Scope of Work (refer to Section 3.5). Submittals will be scored based on how well the proposed methodology will accomplish the goals of the project and address agency needs.

2) **Criterion Two: Qualifications of Professional Staff (50%)**

Provide a firm organizational chart and resume for each member of the project team, including any sub-consultants (refer to Sections 3.5). Provide documentation that key personnel meet the Secretary of the Interior's Professional Qualifications Standards in history or architectural history. By submitting this information, you are certifying that the staff named will be assigned to the project. No staff substitutions will be permitted without advance approval from the COUNTY.

3) **Criterion Three: Comparable Project Experience (25%)**

In determining the "best value," COUNTY shall consider the following factors:

- Compliance with the stated specifications, coupled with the quality and reliability of the services, such as fitness for use that meets or exceeds Customer expectation, and the characteristics of the services that bear on its ability to meet the stated/implied need;
- Delivery time frame from receipt of purchase order (after receipt of order);
- Indicators of probable performance under the Contract, including: past vendor performance, financial resources, ability to perform, experience or demonstrated capability and responsibility, references, and the Respondent's ability to provide reliable maintenance agreements and support; and,
- Other relevant factors, such as the Respondent's anticipated economic impact to the state or a subdivision of the state, including potential tax revenue and employment, the effect of a purchase on agency productivity, and the cost of any employee training associated with the Contract.

h) COUNTY may, at its discretion, elect to have Respondents provide oral presentations and respond to inquiries from the Evaluation Committee related to their Submittals.

i) Points may be deducted based upon internal evaluations or other evidence of unsatisfactory past performance on COUNTY contracts with the Respondent or the Respondent's team. The Respondent(s) deemed to be the most qualified will be awarded a Contract.

j) Post-Submittal Requirements: Professional liability insurance in a minimum amount of $1,000,000 and other standard business insurance coverage, as may be required by the Contract and execution of an appropriate professional services Contract.

PAST PERFORMANCE

In accordance with Texas Government Code §§ 2155.074–2155.075, vendor performance may be used as a factor in the award. A Respondent's past performance will be measured based upon pass/fail criteria, in compliance with applicable provisions of Texas Government Code §§ 2155.074, 2155.075, 2156.007, 2157.003, and 2157.125. Respondents may fail this selection criteria for any of the following conditions:

- A score of less than A in the Vendor Performance System;
- Currently under a Corrective Action Plan through the Texas Comptroller of Public Accounts (CPA);
- Having repeated negative Vendor Performance Reports for the same reason; or,
- Having purchase orders that have been cancelled in the previous twelve (12) months for non-performance (i.e. late delivery, etc.).

Contractor performance information is located on the CPA web site at: www.txsmartbuy.com/vpts

COUNTY may conduct reference checks with other entities regarding past performance. In addition to evaluating performance through the Vendor Performance Tracking System (as authorized by Title 34, § 20.115 of the Texas Administrative Code), COUNTY may examine other sources of vendor performance including, but not limited to, notices of termination, cure notices, assessments of liquidated damages, litigation, audit reports, and non-renewals of contracts. Any such investigations shall be at the sole discretion of COUNTY, and any negative findings, as determined by COUNTY, may result in non-award to the Respondent.

TIE BREAKERS
The following preferences are used in breaking tie proposals in accordance with current statutes: Texas Government Code §§ 2155.441, 2155.444, and 2156.010.

PART IV

CONTRACT GENERAL TERMS AND CONDITIONS

Any terms and conditions attached to a response will not be considered unless specifically referred to in this solicitation and may result in disqualification. Any Contract awarded as a result of this RFQ will contain the general terms and conditions listed below in this Section. Subcontractors are also obliged to comply with these provisions.

CONTRACT TO PERFORM
BETWEEN
JEFFERSON COUNTY AND
CONTRACTOR NAME

Contract No.

This agreement ("Contract") is entered into by Jefferson County (COUNTY), a political subdivision of the State of Texas, and _____ ("Contractor"), located at _____.

1. RECITALS

Whereas, on _____, COUNTY issued a Request for Qualifications from qualified, independent firms to provide historic resource survey and historic preservation planning;

Whereas, Contractor submitted their Qualifications (Submittal) dated _____, in response to COUNTY's RFQ; and,

Whereas, Contractor will be responsible for historic preservation professional services to conduct and produce historic resources surveys for selected geographic areas.

Now, therefore, the COUNTY and Contractor hereby agree as follows:

2. AUTHORITY

This Contract is entered into pursuant to Texas Government Code § 442.005.

3. SERVICES, STANDARDS OF PERFORMANCE, AND CONTRACT ADMINISTRATION

Attachments. The following documents constitute the Standards of Performance for this Contract. All of the following are attached to and incorporated as part of this Contract for all purposes:

1. Request for Qualifications, RFQ _____(Attachment A)
2. Contractor's submitted qualifications (Attachment B)

Order of Precedence. In the event of any conflicts or inconsistencies between this Contract and its exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents: this Contract prevails over all other documents, and Attachment A (COUNTY's RFQ) prevails over Attachment B (Contractor's submitted qualifications).

Contractor represents and warrants that it has the requisite qualifications, experience, personnel, and other resources to perform in the manner required by this Contract.
COUNTY shall designate a Project Manager for this Contract. The Project Manager will serve as the point of contact between the COUNTY and Contractor. COUNTY's Project Manager shall supervise COUNTY's review of Contractor's technical work, deliverables, draft reports, the final report, payment requests, schedules, financial budget administration, and similar matters. The Project Manager does not have any express or implied authority to vary the terms of the Contract, amend the Contract in any way or waive strict performance of the terms, or conditions of the Contract.

4. FUNDING

The Parties acknowledge and agree that nothing in this agreement will be interpreted to create a future obligation or liability in excess of the funds currently appropriated to the agency by the Legislature of the State of Texas. In the event appropriated funds are not available to continue payments for work under this Contract, the COUNTY shall notify the Contractor as soon as reasonably possible, and COUNTY may terminate the Contract at that time or such other date as loss of appropriated funds may require. To the extent funds are available the Contractor shall be paid for work completed prior to the date of notice of termination. The COUNTY shall not be liable for any damages or any other amounts which are caused by or associated with such termination.

5. PERSONNEL

Contractor shall assign only qualified personnel to this Contract. On the date of COUNTY's execution of this Contract, COUNTY's project manager shall authorize the key personnel listed in Attachment A of this Contract to provide services under this Contract. Contractor, in its reasonable discretion, reserves the right to substitute appropriate key personnel to accomplish its duties so long as the substituted personnel are equally qualified and skilled in the tasks necessary to accomplish the tasks and services required. Contractor shall provide to COUNTY prior written notice and obtain written approval from COUNTY prior to any change in key personnel involved in providing services under this Contract.

Subcontractors providing services under the Contract shall meet the same requirements and level of experience as required of Contractor. No subcontract under the Contract shall relieve Contractor of responsibility for ensuring the requested services are provided. If Contractor uses a subcontractor for any or all of the work required, the following conditions shall apply:

a) Contractors planning to subcontract all or a portion of the work to be performed shall identify the proposed subcontractors;
a) Subcontracting shall be solely at Contractor's expense;
b) COUNTY retains the right to check subcontractor's background and approve or reject the use of submitted subcontractors; and,
c) Contractor shall be the sole contact for COUNTY. Contractor shall list a designated point of contact for all COUNTY inquiries.

6. PAYMENTS

6.1 Contract Limit – Fees and Expenses.

a) Prior to authorizing payment to CONTRACTOR, COUNTY shall evaluate CONTRACTOR's performance using performance standards set forth in all documents constituting this Contract. CONTRACTOR shall provide invoices to COUNTY for Commodities/Services provided/performed. No payment whatsoever shall be made under this Contract without the prior submission of detailed, correct invoices. Subject to the foregoing, COUNTY must make all payments in accordance with the Texas Prompt Payment Act, Texas Government Code, § 2251. Payments under this Contract are subject to the availability of appropriated funds. CONTRACTOR acknowledges and agrees that payments for services provided under this Contract are contingent upon COUNTY's receipt of HIM-ESHPF grant funds from the Texas Historical Commission.

b) The total amount of this Contract shall not exceed **$249,913.00** and No/100 Dollars ($249,913.00) payable in accordance with the breakdown in Exhibit D attached hereto and incorporated herein for all purposes.

c) Changes in the scope of services affecting the cost of services provided for in this Contract shall be approved by COUNTY by amendment to this Contract. No compensation will be allowed for work performed without such amendment.

d) It is the responsibility of the CONTRACTOR to pay for expenses incurred while traveling. Travel expenses are to be included in the final cost of the response.

6.2 Payments to CONTRACTOR. CONTRACTOR shall submit itemized monthly or by milestone invoices for all services completed, delivered to and accepted by COUNTY, per the Contract requirements.

6.3 Payments to Subcontractor(s). For all services rendered, CONTRACTOR's payment to subcontractor(s) is due within ten (10) days after receipt of payment from the COUNTY and, when appropriate, COUNTY shall issue joint checks to the CONTRACTOR and subcontractor(s).

7. TERM AND TERMINATION

This Contract shall commence on December 1, 2020 or immediately thereafter, upon being signed by all parties, and shall terminate on January 31, 2023 unless otherwise sooner terminated as provided in this Contract.

At the sole option of the COUNTY, the Contract may be extended upon written agreement by both parties. Notwithstanding the termination or expiration of this Contract, the provisions of this Contract regarding confidentiality, indemnification, transition, records, right to audit and independent audit, property rights, dispute resolution, invoice and fees verification, and default shall survive the termination or expiration dates of this Contract.

Convenience

COUNTY reserves the right, in its sole discretion, to terminate the Contract, in whole or part, provided fourteen (14) calendar days has been given by the COUNTY to Contractor with written notice. Such notice may be provided by facsimile or certified mail return receipt requested and is effective upon Contractor's receipt. In the event of such termination, the Contractor shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon receipt of the notice of termination. COUNTY shall be liable only for payments for any goods or services ordered by the Contractor prior to the Contractor's receipt of the notice of termination.

Cause/Default

If the Contractor fails to provide the goods or services contracted for according to the provisions of the Contract, or fails to comply with any terms or conditions of the Contract, COUNTY may, upon written

notice of default to the Contractor, terminate all or any part of the Contract. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies as provided in equity, by law or under the Contract. COUNTY may exercise any other right, remedy, or privilege which may be available to it under applicable law of the state and any other applicable law or may proceed by appropriate court action to enforce the provisions of the Contract. The exercise of any of the foregoing remedies will not constitute a termination of the Contract unless COUNTY notifies the Contractor in writing prior to the exercise of such remedy. The Contractor shall be liable for all costs and expenses, including court costs and attorneys' fees, incurred by COUNTY with respect to the enforcement of any of the remedies listed herein.

Right upon Termination or Expiration

In the event that the Contract is terminated for any reason, or upon its expiration, the COUNTY and Customers shall retain ownership of all associated work products and documentation obtained from the Contractor under the Contract.

Survival of Terms

Termination of the Contract for any reason shall not release the Contractor from liability or obligation set forth in the Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination, including the provisions regarding confidentiality, indemnification, transition, records, audit, property rights, dispute resolution, invoice and fees verification.

8. CONFIDENTIALITY AND PUBLIC INFORMATION

Notwithstanding any provisions of this Contract to the contrary, Contractor understands that COUNTY will comply with the Texas Public Information Act, Texas Government Code, § 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. COUNTY agrees to notify Contractor in writing within a reasonable time from receipt of a request for information related to Contractor's work under this Contract. Contractor will cooperate with COUNTY in the production of documents responsive to the request. COUNTY will make a determination whether to submit a Public Information Act request to the Attorney General. Contractor will notify COUNTY's point of contact within twenty-four (24) hours of receipt of any third-party requests for information that was provided by the State of Texas for use in performing the Contract. This Contract and all data and other information generated or otherwise obtained in this performance may be subject to the Texas Public Information Act. Contractor agrees to maintain the confidentiality of information received from the State of Texas during the performance of this Contract, including information which discloses confidential personal information particularly, but not limited to, social security numbers.

9. INSURANCE AND OTHER SECURITY

Contractor represents and warrants that it will, within seven (7) business days of executing this agreement, provide COUNTY with current certificates of insurance or other proof acceptable to COUNTY of the following insurance coverage:

Workers' Compensation & Employers' Liability. Contractor must maintain Workers' Compensation insurance coverage in accordance with statutory limits:
Workers' Compensation: Statutory Limits
Employers' Liability: Each Accident $1,000,000
Disease: Each Employee $1,000,000
Disease: Policy Limit $1,000,000

Commercial General Liability. Personal injury and advertising injury with, at a minimum, the following limits:

Bodily Injury and Property Damage: Each occurrence limit $1,000,000
Aggregate Limit: $2,000,000
Medical Expense: $5,000 each person
Personal Injury and Advertising Liability: $1,000,000
Products / Completed Operations Aggregate Limit: $2,000,000
Damage to Premises Rented to You: $50,000

Contractor represents and warrants that all coverages are with companies licensed in Texas, with "A" rating from A.M. Best Co., and authorized to provide the required coverages. Respondent also represents and warrants that all of the above policies and bonds contain endorsements prohibiting cancellation exception upon at least thirty (30) days prior written notice to COUNTY. Respondent must, within the time provided above, furnish proof to COUNTY of such coverage in the form of a Certificate of Insurance from Respondent's insurance carrier or carriers indicating the above coverages. The Certificate shall be addressed to the Jefferson County as the Certificate holder. Contractor represents and warrants that it shall maintain the above insurance coverage during the term of this Contract, and shall provide COUNTY with an executed copy of the policies immediately upon request.

10. INDEMNIFICATION

Acts or Omissions

Contractor shall indemnify and hold harmless the State of Texas and COUNTY, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, SUBCONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Contractor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. CONTRACTOR AND COUNTY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

Infringements

a) Contractor shall indemnify and hold harmless the State of Texas and COUNTY, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, SUBCONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade or service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF CONTRACTOR PURSUANT TO THIS CONTRACT. CONTRACTOR AND THE COUNTY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. CONTRACTOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY COUNTY WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND COUNTY MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.
b) Contractor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product or service without Contractor's

written approval, (iii) any modifications made to the product or service by the Contractor pursuant to COUNTY's specific instructions, (iv) any intellectual property right owned by or licensed to COUNTY, or (v) any use of the product or service by COUNTY that is not in conformity with the terms of any applicable license agreement.

c) If Contractor becomes aware of an actual or potential claim, or COUNTY provides Contractor with notice of an actual or potential claim, Contractor may (or in the case of an injunction against COUNTY, shall), at Contractor's sole option and expense; (i) procure for the COUNTY the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that COUNTY's use is non-infringing.

Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity

a) CONTRACTOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, CONTRACTOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF CONTRACTOR'S AND CONTRACTOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES OF THIS CONTRACT. CONTRACTOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE COUNTY AND/OR THE STATE OF TEXAS SHALL NOT BE LIABLE TO THE CONTRACTOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT OF ANOTHER GOVERNMENTAL ENTITY.

b) CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS COUNTY, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, SUBCONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. CONTRACTOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. CONTRACTOR AND COUNTY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

11. DISPUTE RESOLUTION

The dispute resolution process provided for in Texas Government Code, § 2260 shall be used by COUNTY and Contractor to resolve any dispute arising under the Contract.

The dispute resolution process provided for in Chapter 2260 shall be used, as further described herein, to attempt to resolve a claim for breach of Contract asserted by the Contractor under the Contract. If the Contractor's claim for breach of Contract cannot be resolved by the Parties in the ordinary course of business, it shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, the Contractor shall submit a written notice, as required by Chapter 2260, to the Executive Director or his or her designee. The notice shall also be given to the individual identified in the Contract for receipt of notices. Compliance by the Contractor with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260.

The contested case process provided in Chapter 2260 is the Contractor's sole and exclusive process for seeking a remedy for an alleged breach of Contract by the COUNTY if the Parties are unable to resolve their disputes as described above.

Compliance with the contested case process provided in Chapter 2260 is a condition precedent to seeking consent to sue from the Legislature under Chapter 107, Civil Practices and Remedies Code. Neither the execution of the Contract by the COUNTY nor any other conduct of any representative of the COUNTY relating to the Contract shall be considered a waiver of sovereign immunity to suit.

For all other specific breach of Contract claims or disputes under the Contract, the COUNTY and the Respondent shall first attempt to resolve them through direct discussions in a spirit of mutual cooperation. If the Parties' attempts to resolve their disagreements through negotiations fail, the dispute will be mediated by a mutually acceptable third party to be chosen by the COUNTY and the Contractor within fifteen (15) days after written notice by one of them demanding mediation under this Section. The Contractor shall pay all costs of the mediation unless the COUNTY, in its sole good faith discretion, approves its payment of all or part of such costs. By mutual agreement, the COUNTY and the Contractor may use a non-binding form of dispute resolution other than mediation. The purpose of this Section is to reasonably ensure that the COUNTY and the Contractor shall, in good faith, utilize mediation or another non-binding dispute resolution process before pursuing litigation. The COUNTY participation in, or the results of, any mediation or other non-binding dispute resolution process under this Section or the provisions of this Section shall not be construed as a waiver by the COUNTY of (1) any rights, privileges, defenses, remedies or immunities available to the COUNTY as an agency of the State of Texas or otherwise available to the COUNTY; (2) the COUNTY termination rights; or (3) other termination provisions or expiration dates of the Contract.

Notwithstanding any other provision of the Contract to the contract, unless otherwise requested or approved in writing by the COUNTY the Contractor shall continue performance and shall not be excused from performance during the period any breach of Contract claim or dispute is pending under either of the above processes; however, the Contractor may suspend performance during the pendency of such claim or dispute if the Contractor has complied with all provisions of Texas Government Code, § 2251.051, and such suspension of performance is expressly applicable and authorized under that law.

12. REPRESENTATIONS, WARRANTIES, AND GENERAL PROVISIONS

12.1 Family Code

Under Title 5, §231.006(d) of the Texas Family Code regarding child support, Respondent certifies that the individual or business entity named in the Submittal is not ineligible to receive the specified payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any Respondent subject to § 231.006 must include names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the Proposal. This information must be provided prior to award.

12.2 Eligibility

Under Texas Government Code, § 2155.004 (relating to certain taxes), Contractor represents and warrants that Contractor is not ineligible to receive this Contract and acknowledges that is Contract may be terminated any payment withheld if this representation and warranty is inaccurate. Contractor represents and warrants that it is not delinquent in the payment of any franchise taxes owed the State of Texas. Also, Texas Government Code, § 2155.004 prohibits a person or entity from receiving a state Contract if that person or entity received compensation for participating in preparing the solicitation or specifications for the Contract.

12.3 Liability for Taxes
Contractor represents and warrants that it shall pay all taxes or similar amounts resulting from this Contract, including, but not limited to, any federal, State, or local income, sales or excise taxes of Contractor or its employees. COUNTY shall not be liable for any taxes from this Contract.

12.4 Equal Employment Opportunity Practices
In accordance with the Texas Government Code, §§ 2161.181–182, state agencies shall make a good faith effort to utilize Historically Underutilized Businesses (HUB) in contracts for construction, services, including professional and consulting services and commodities contracts. The Texas Comptroller of Public Accounts (CPA) HUB Rules at Title 34, § 20.284 of the Texas Administrative Code, encourage the use of HUBs by implementing these policies through race-ethnic-and gender-neutral means.

The purpose of the HUB Program is to promote full and equal business opportunities for all businesses in State contracting in accordance with the COUNTY projected goals:

3.8 percent for heavy construction other than building contacts,
1.2 percent for all building construction, including general contractors and operative builders' contracts,
14.5 percent for all special trade construction contracts,
36.5 percent for professional services contracts,
18.0 percent for all other services contracts, and
22.2 percent for commodities contracts.

Each state agency shall make a good faith effort to meet or exceed these goals and assist HUBs in receiving a portion of the total contract value of all contracts that the agency expects to award in a fiscal year. It is the policy of the COUNTY to achieve the annual program goals by contracting directly with HUBs or indirectly through subcontracting opportunities in accordance with the Texas Government Code, § 2161 and the Texas Comptroller of Public Accounts (CPA) HUB Rules, Title 34, § 20.284 of the Texas Administrative Code.

The COUNTY identifies HUB vendors from the CPA Centralized Master Bidders List (CMBL). This is a list of vendors that may perform the subcontract opportunities. The class codes are: 906/07, 906/48, 961/90. This list is located at: http://www.window.state.tx.us/procurement/cmbl/cmblhub.html

The HUB coordinator contact information is Darryl Gaona at 512/463-7748 or darryl.gaona@thc.texas.gov

12.5 Amendments
Except as provided in Section 12.13 of this Contract, this Contract may be amended only upon written agreement between COUNTY and Contractor; however, any amendment of this Contract that conflicts with the laws of the State of Texas shall be void ab initio.

12.6 Applicable Law; Venue
This Contract shall be governed by and construed in accordance with the laws of the State of Texas. The venue of any suit arising under this Contract is fixed in any court of competent jurisdiction of Travis County, Texas.

12.7 Strict Compliance
Time is of the essence in the performance of this Contract. Contractor shall strictly comply with all of the deadlines, requirements, and Standards of Performance for this Contract.

12.8 Assignments
Without the prior written consent of COUNTY, Contractor may not assign this Contract, in whole or in part, and may not assign any right or duty required under it.

12.9 Partially Completed Work
No later than the first calendar day after the termination of this Contract, or at COUNTY's request, Contractor shall deliver to COUNTY all completed, or partially completed, work and any and all documentation or other products and results of these services. Failure to timely deliver such work or any and all documentation or other products and results of the services shall be considered a material breach of this Contract. Contractor shall not make or retain any copies of the work or any and all documentation or other products and results of the services without the prior written consent of the COUNTY.

12.10 Federal, State, and Local Requirements
Contractor shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2s to common law employees. Contractor is responsible for both federal and State unemployment insurance coverage and standard Workers' Compensation insurance coverage. Contractor shall comply with all federal and State tax laws and withholding requirements. The State of Texas shall not be liable to Contractor or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. Contractor shall indemnify the State of Texas and shall pay all costs, penalties, or losses resulting from the Contractor's omission or breach of this Section.

12.11 Nondiscrimination
COUNTY shall comply with the regulations of the U.S. Department of Transportation relating to nondiscrimination in federally-assisted programs, including 49 CFR, Part 21; 23 CFR, Subchapter C; and 41 CFR, Part 60-74 (the Regulations).

COUNTY, with regard to the work performed during this agreement, shall not discriminate on the basis of race, color, sex, national origin, age, religion, or disability in the selection and retention of contractors, including procurements of materials and leases of equipment.

In all solicitations either by competitive bidding or negotiation made by the COUNTY for work to be performed under a Contract, including procurement of materials and leases of equipment, but not including routine purchase orders, each potential Contractor or supplier shall be notified by the COUNTY of the COUNTY's obligations under this agreement and the Regulations.

The COUNTY shall provide all information and reports required by the Regulations and directives issued under the Regulations and shall permit access to its books, records, accounts, other sources of information and facilities as may be determined by the Texas Department of Transportation or the U.S. Department of Transportation to be pertinent to ascertain compliance with the Regulations or directives. If any information required of the Funding Agency is in the exclusive possession of another who fails or refuses to furnish this information, COUNTY shall so certify to the Texas Department of Transportation or the U.S. Department of Transportation, whichever is appropriate, and shall set forth what efforts COUNTY has made to obtain the requested information.

In the event of the COUNTY's noncompliance with the nondiscrimination provision of this agreement, the Texas Department of Transportation shall impose such sanctions as it or the U.S. Department of Transportation may determine to be appropriate.

12.12 Severability Clause
In the event that any provision of this Contract is later determined to be invalid, void, or unenforceable, then the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

12.13 Applicable Law and Conforming Amendments
Contractor must comply with all laws, regulations, requirements and guidelines applicable to a Contractor providing services to the State of Texas as these laws, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this Contract. COUNTY reserves the right, in its sole discretion, to unilaterally amend this Contract throughout its term to incorporate any modifications necessary for COUNTY or Contractor's compliance with all applicable State and federal laws, and regulations.

12.14 No Waiver
Nothing in this Contract shall be construed as a waiver of the state's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. COUNTY does not waive any privileges, rights, defenses, or immunities available to COUNTY by entering into this Contract or by its conduct prior to or subsequent to entering into this Contract.

12.15 No Liability upon Termination
If this Contract is terminated for any reason, COUNTY and the State of Texas shall not be liable to Contractor for any damages, claims, losses, or any other amounts arising from or related to any such termination. However, Contractor may be entitled to the remedies provided in Texas Government Code, § 2260.

12.16 Independent Contractor
Contractor or Contractor's employees, representatives, agents and any subcontractors shall serve as an independent contractor in providing the services under any PO resulting from this RFQ. Contractor or Contractor's employees, representatives, agents and any subcontractors shall not be employees of COUNTY. Should Contractor subcontract any of the services required in this RFQ, Contractor expressly understands and acknowledges that in entering into such subcontract(s), COUNTY is in no manner liable to any subcontractor(s) of Contractor. In no event shall this provision relieve Contractor of the responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with this RFQ.

12.17 Limitation on Authority; No Other Obligations
Contractor shall have no authority to act for or on behalf of COUNTY or the State of Texas except as expressly provided for in this Contract; no other authority, power or use is granted or implied. Contractor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State of Texas or COUNTY.

12.18 Supporting Documents, Retention; Right to Audit; Independent Audits
Contractor shall maintain and retain supporting fiscal and any other documents relevant to showing that any payments under this Contract funds were expended in accordance with the laws and regulations of the State of Texas, including but not limited to, requirements of the Comptroller of the State of Texas and State Auditor. Contractor shall maintain all such documents and other records relating to this Contract and the State's property for a period of seven (7) years after the date of submission of the final invoices or until a resolution of all billing questions, whichever is later. Contractor shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to the "Work" as defined in paragraph 12.30 of this Contract. Contractor and the subcontractors shall provide the State Auditor with any information that the State Auditor deems relevant to any investigation or audit. Contractor must retain all work and other supporting documents pertaining to this Contract, for purposes of inspecting, monitoring, auditing, or evaluating by COUNTY and any authorized agency of the State of Texas, including an investigation or audit by the State Auditor.

Contractor shall cooperate with any authorized agents of the State of Texas and shall provide them with prompt access to all of such State's work as requested. Contractor's failure to comply with the Section shall constitute a material breach of this Contract and shall authorize the COUNTY and the State of Texas to immediately assess appropriate damages for such failure. Pursuant to Texas Government Code § 2262.003, the acceptance of funds by Contractor or any other entity or person directly under this Contract, or indirectly through a subcontract under this Contract, shall constitute acceptance of the authority of the State Auditor to conduct an audit or investigation in connection with those funds. Contractor acknowledges and understands that the acceptance of funds under this Contract shall constitute consent to an audit by the State Auditor, Comptroller or other agency of the State of Texas. Contractor shall ensure that this paragraph concerning the State's authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards. Furthermore, under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the State Auditor must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.

12.19 Deceptive Trade Practices; Unfair Business Practices

Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Texas Business and Commerce Code, § 17, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not be found to be liable for such practices in such proceedings.

12.20 Equal Opportunity

During the performance of this Contract, the Contractor agrees as follows:

1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The 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. The Contractor 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) The 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) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract 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) The 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) The 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, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes 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 Contract or with any of the said rules, regulations, or orders, this Contract 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 as 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) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (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 vendor. The 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 a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor 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 interests of the United States.

12.21 Antitrust
Contractor represents and warrants that neither Contractor nor any firm, corporation, partnership, or institution represented by Contractor, or anyone acting for such firm, corporation or institution has (1) violated the antitrust laws of the State of Texas under Texas Business and Commerce Code, § 15, or the federal antitrust laws; or (2) communicated directly or indirectly the Proposal to any competitor or any other person engaged in such line of business during the procurement process for this Contract.

12.22 No Conflicts
Contractor represents and warrants that the Contractor has no actual or potential conflicts of interest in providing services to the State of Texas under this Contract and that Contractor's provision of services under this Contract would not reasonably create an appearance of impropriety.

12.23 Financial Interests; Gifts
Contractor represents and warrants that neither Contractor nor any person or entity that will participate financially in this Contract has received compensation from COUNTY or any agency of the State of Texas for participation in preparation of specifications for this Contract. Contractor represents and warrants that it has not given, offered to give, and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to any public servant or employee in connection with this Contract.

12.24 Felony Criminal Convictions
Contractor represents and warrants that Contractor has not and Contractor's employees have not been convicted of a felony criminal offense, or that, if such conviction has occurred, Contractor has fully advised COUNTY as to the facts and circumstances surrounding the conviction.

12.25 Notices
Any written notices required under this Contract will be either by hand delivery to Contractor's office address specified on Page 1 of this Contract or by US Mail, certified, return receipt requested, to COUNTY, PO Box 12276, Austin, TX 78711-2276. Notice will be effective on receipt by the affected party. Either party may change the designated notice address in this Section by written notification to the other party.

12.26 False Statements; Breach of Representation
By signature to this Contract, Contractor makes all the representations, warranties, guarantees, certifications and affirmations included in this Contract. If Contractor signed its Proposal with a false statement or signs

this Contract with a false statement or it is subsequently determined that Contractor has violated any of the representations, warranties, guarantees, certifications or affirmations included in this Contract, Contractor shall be in default under this Contract and COUNTY may terminate or void this Contract for cause and pursue other remedies available to COUNTY under this Contract and applicable law.

12.27 Force Majeure

Neither Contractor nor COUNTY shall be liable to the other for any delay in, or failure of performance, of any requirement included in any PO resulting from this RFQ caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

12.28 Debts or Delinquencies to State

The Comptroller is prohibiting from issuing any payment to a person or entity that has been reported as having an indebtedness or delinquency to the state. Contractor agrees that, to the extent Contractor owes any debt or delinquent taxes to the State of Texas, any payments or other amounts Contractor is otherwise owed under the Contract shall be applied toward the debt or delinquent taxes until the debt or delinquent taxes are paid in full. Contractor agrees to comply with all applicable laws regarding satisfaction of debts or delinquencies to the State of Texas.

12.29 Buy Texas

In accordance with the Texas Government Code, § 2155.4441, the State of Texas requires that during the performance of a Contract for services, Contractor shall purchase products and materials produced in the State of Texas when available at a price and time comparable to products and materials produced outside the state.

12.30 Work Made for Hire

For the purposes of this Contract, the term "Work" is defined as all reports, statistical analyses, work papers, work products, materials, approaches, designs, specifications, systems, documentation, methodologies, concepts, research, materials, intellectual property or other property developed, produced, or generated in connection with this Contract. All work performed pursuant to this Contract is made the exclusive property of COUNTY. All right, title and interest in and to said property shall vest in COUNTY upon creation and shall be deemed to be a work for hire and made in the course of the services rendered pursuant to this Contract. To the extent that title to any such work may not, by operation of law, vest in COUNTY, or such work may not be considered a work made for hire, all rights, title and interest therein are hereby irrevocably assigned to COUNTY. COUNTY shall have the right to obtain and to hold in its name any and all patents, copyrights, registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Contract must give COUNTY and/or the State of Texas, as well as any person designated by COUNTY and/or the State of Texas, all assistance required to perfect the rights defined herein without any charge or expense beyond those amounts payable to Contractor for the services rendered under this Contract.

All materials and content produced will become the property of COUNTY.

12.31 Electronic and Information Resources Accessibility Standards (Applicable to State Agency and Institution of Higher Education Purchases Only)

1) Effective September 1, 2006 state agencies and institutions of higher education shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in Title 1, Section 213 of the Texas Administrative Code when such

products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

2) Vendor shall provide DIR with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (http://www.buyaccessible.gov). Vendors not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide DIR with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at http://www.section508.gov/.

12.32 Abandonment or Default

If Contractor is found to be in default under any provision of this Contract, COUNTY may cancel the Contract without notice and either re-solicit or award the Contract to the next best responsive and responsible respondent. In the event of abandonment or default, Contractor will be responsible for paying damages to COUNTY including but not limited to re-procurement cards, and any consequential damages to the State of Texas or COUNTY resulting from Contractor's non-performance. The defaulting Contractor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work is significantly changed.

12.33 Note to Respondent

Any terms and conditions attached to the response will not be considered unless specifically referred to on this Request for Qualifications and may result in disqualification of the response.

12.34 Prohibited Use of Appropriate or other Funds under Control of State Agency; Lobbying

The Contractor represents and warrants that ordering entities' payments to the Contractor and Contractor's receipt of appropriated or other funds under any of this or any resulting agreement are not prohibited by Texas Government Code §§ 556.005 or 556.008.

12.35 Certification Concerning Hurricane Relief

Texas Government Code §§ 2155.006 and 2261.053 prohibit state agencies from awarding a Contract to any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a Contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Texas Government Code § 418.004, occurring after September 24, 2005. Under Texas Government Code § 2155.006, the Respondent certifies that the individual or business entity named in its Proposal is not ineligible to receive the Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.

12.36 U.S. Department of Homeland Security's E-Verify System

By entering into this Contract, the Contractor certifies and ensures that all employees and other persons (including subcontractors) assigned by the Respondent to perform work pursuant to the Contract are eligible to work in the United States of America. The Contractor should utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of its employees and those of its subcontractors to work in the United States of America

12.37 Immigration

The Contractor represents and warrants that it shall comply with the requirements of the Immigration Act of 1990 and Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Immigration Reform and Control Act of 1986 regarding employment verification and retention of verification forms for any individuals hired on or after November 6, 1986, who will perform any labor or services under this Contract.

12.38 Drug-Free Work Place

The Contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the Contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

12.39 Security Policy

Successful Respondent shall provide notice to (Agency) Project Manager and (Agency) Security Officer within twenty-four (24) hours of Successful Respondent's discovery or reasonable belief that there has been unauthorized use, exposure, access, disclosure, compromise, modification, or loss of materials ("Security Incident"). Within twenty-four (24) hours of the notification of a Security Incident, Successful Respondent shall provide a written report to (Agency) Security Officer detailing the circumstances of the incident, which includes at a minimum, if available:

1) A description of the nature of the Security Incident;
2) The type of theft or damage involved;
3) Who may have caused the theft or damage;
4) What steps Successful Respondent has taken or will take to investigate the Security Incident;
5) What steps Successful Respondent has taken or will take to mitigate any negative effect of the Security Incident; and,
6) A point of contact for additional information.

Each day thereafter until the investigation is complete, Successful Respondent shall provide (Agency) Security Officer with a written report regarding the status of the investigation and the following additional information as it becomes available:

1) Who is known or suspected to have gained unauthorized access to the site;
2) Whether there is any knowledge the site has been abused or compromised;
3) What additional steps Successful Respondent has taken or will take to investigate the Security Incident;
4) What steps Successful Respondent has taken or will take to mitigate any negative effect of the Security Incident; and,
5) What corrective action Successful Respondent has taken or will take to prevent future similar unauthorized use or disclosure.

Successful Respondent shall confer with (Agency) Security Officer regarding the proper course of the investigation and risk mitigation. (Agency) reserves the right to conduct an independent investigation of any Security Incident, and should (Agency) choose to do so, Successful Respondent shall cooperate fully by making resources, personnel, and systems access available to (Agency) and (Agency) authorized representative(s). If (Agency), in its sole discretion, elects to send its own separate notice, then all costs associated with preparing and providing notice shall be reimbursed to (Agency) by Successful Respondent. If Successful Respondent does not reimburse such costs within thirty (30) days of (Agency) written request, then Agency shall have the right to collect such costs.

12.40 Substitutions

Substitutions are not permitted without written approval of COUNTY.

12.41 Public Disclosure

No public disclosures or news releases pertaining to this Contract shall be made without prior written approval of COUNTY.

12.42 Testing and Inspection

COUNTY may test and inspect goods and services purchased under the Contract to ensure compliance with the specifications of this RFQ and the Contract. The COUNTY may also test and inspect goods and services before they are purchased under the Contract. Authorized COUNTY personnel shall have access to the Respondent's place of business for the purpose of inspecting the goods. To the extent practical, the COUNTY inspections will not disrupt the Respondent's daily operations. Tests shall be performed on samples submitted with the Proposal or on samples taken from regular shipments. All costs of testing and inspection shall be borne by the Respondent. In the event the goods tested fail to meet or exceed all conditions and requirements of the RFQ and Contract, the goods will be rejected in whole or in part, at the State's option, and returned to the Respondent or held for disposition at the Respondent's expense. Latent defects may result in cancellation of the Contract at no expense to the state.

If material fails to meet specifications, the Respondent will be notified by fax/mail or e-mail. The Respondent will have ten (10) working days after receipt of the notification to remove the rejected material from state property. Material will be removed at the Respondent's expense. Material not removed in the allotted time period will be disposed by the Customer. The Respondent will be charged for all disposable expenses conducted by the Customers.

12.43 Contracts Involving Exchange or Creation of Public Information

Contractor is required to make any information created or exchanged with the State pursuant to this Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format this is accessible by the public at no additional charge to the state. Copies of documents not maintained in digital format must be provided to the Commission within thirty (30) days. Copies of documents maintained in digital format must be provided to the Commission in .pdf format within thirty (30) days. In case of an Open Records Request, the Commission may request that documents be made available to the Commission within 5 days.

12.44 Program Fraud and False or Fraudulent Statements or Related Acts

The 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.

12.45 Divestment & Boycott Israel Lists

Bidder represents and warrants that, pursuant to Texas Government Code, § 2270.0209, Bidder is not listed as a company with scrutinized active business operations in Sudan or Iran or with business ties to Foreign Terrorist Organizations.

12.46 Disaster Recovery Plan

In accordance with Title 13§ 6.94(a)(9) of the Texas Administrative Code, upon request by COUNTY, Respondent shall provide the descriptions of its business continuity and disaster recovery plans.

12.47 Foreign Terrorist Organization

Respondent represents and warrants that it is not engaged in business with Iran, Sudan, or other foreign terrorist organization, as prohibited by Texas Government Code, § Section 2252.152**.**

12.48 Disclosure of Prior State Employment

In accordance with Texas Government Code, § 2254.033, relating to consulting services, the Respondent certifies that it does not employ an individual who has been employed by COUNTY or another agency at any time during the two years preceding the submission of the response, or, in the alternative, the Respondent has disclosed in a response to COUNTY or any other agency, (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of his/her termination.

12.49 Excess Obligations Prohibited
The contact is subject to termination or cancellation, without penalty to COUNTY, either in whole or in part, subject to the availability of state funds.

12.50 Certificate of Interested Parties
Pursuant to Texas Government Code, § 2252.908, a state agency may not enter into certain Contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295 Certificate of Interested Parties – "Form 1295") to the state agency at the time of contracting. To complete Form 1295, a business entity will visit the Texas Ethics Commission's website and access the Form 1295 Certificate of Interested Parties Electronic Filing Application. An authorized agent of the business entity must sign the printed copy of the form affirming under the penalty of perjury that the completed form is true and correct. Form 1295, bearing the unique certification of filing number, must be filed with the Jefferson County (COUNTY). Form 1295 is not required at the time of submission of the Solicitation Response; the COUNTY shall request the form concurrent with issuance of a notice of Contract award. Additional information about Form 1295, including frequently asked questions and instructional videos for business entities, may be found on the Texas Ethics Commission's website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

12.51 Excluded Parties
Contractor certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

12.52 Executive Head of a State Agency Affirmation
Under Texas Government Code, § 669.003, Contractor certifies that it does not employ, or has disclosed its employment of, any former executive head of the Owner. Contractor must provide the following information in the Contract.

Name of Former Executive: _____
Name of State Agency: _____
Date of Separation from State Agency: _____
Position with Contractor: _____
Date of Employment with Contractor: _____

12.53 Former Agency Employees
Contractor represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the Contract, were former employees of the Owner during the twelve (12) month period immediately prior to the date of execution of the Contract.

12.54 Suspension and Debarment
Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

12.55 Americans With Disabilities Act
Contractor represents and warrants its compliance with the requirements of the American with Disabilities Act (ADA) and its implementing regulations, as each may be amended.

12.56 Binding Effect
The Contract shall inure to the benefit of, be binding upon, and be enforceable against, each party and their respective permitted successors, assigns, transferees and delegates.

12.57 Change in Law and Compliance with Laws
Notwithstanding any other provision in this Contract, any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal or state law or regulations are automatically incorporated into the Contract without written amendment hereto, and shall become effective on the date designated by such law or regulation.

12.58 Damage to Government Property
Contractor shall be liable for all damage to government-owned, leased, or occupied property and equipment caused by the Contractor and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. Contractor shall notify Owner in writing of any such damage within one (1) calendar day. Contractor is responsible for the removal of all debris resulting from work performed under the Contract.

12.59 Discounts
If Contractor at any time during the term of the Contract provides a discount on the final Contract costs, Contractor will notify Owner in writing ten (10) calendar days prior to effective date of discount. Owner will generate a Purchase Order Change Notice and send a revised Purchase Order to Contractor.

12.60 Federal Occupational Safety and Health Law
Contractor represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

12.61 License Grant
To the extent applicable, Contractor hereby grants to Owner a non-exclusive, perpetual, irrevocable, worldwide, transferable, fully paid, royalty-free, right and license: (a) to reproduce, modify, distribute, store, publicly perform, publicly display, create derivative works of, and otherwise exploit the deliverables, in each case without any restrictions and without accounting to Contractor; and (b) to sublicense any or all such rights to third parties.

12.62 Media Releases
Contractor shall not use Owner's name, logo, or other likeness in any press release, marketing material, or other announcement without Owner's prior written approval. Owner does not endorse any vendor, commodity, or service. Contractor is not authorized to make or participate in any media releases or public announcements pertaining to this Contract or the services to which the Contract relates without Owner's prior written consent, and then only in accordance with explicit written instructions from Owner.

12.63 No Implied Waiver
The failure of a party to insist at any time upon the strict performance of any covenant or agreement or to exercise any option, right, power, or remedy contained in the Contract shall not be construed as a waiver or a relinquishment thereof for the future.

12.64 Permits, Certifications, and Licenses
Contractor represents and warrants that it has determined what licenses, certifications and permits are required under the Contract and has acquired all applicable licenses, certifications, and permits.

12.65 Refund
Contractor will promptly refund or credit within thirty (30) calendar days any funds erroneously paid by Owner which are not expressly authorized under the Contract.

12.66 Restricted Employment for Certain State Personnel
Pursuant to Texas Government Code, § 572.069, Contractor certifies that it has not employed and will not employ a former state officer or employee who participated in a procurement or Contract negotiations for Owner involving Contractor within two (2) years after the date that the Contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.

12.67 Trademark Ownership
Contractor hereby acknowledges and agrees that Owner's trademarks remain the exclusive property of Owner, that all right, title and interest in and to the trademarks is exclusively held by Owner, and all goodwill associated with such trademarks inures solely to Owner.

12.68 Use of State Property
Contractor is prohibited from using State Property for any purpose other than performing services authorized under the Contract. State Property includes, but is not limited to, Owner's office space, identification badges, Owner information technology equipment and networks (e.g., laptops, portable printers, cell phones, iPads, external hard drives, data storage devices, any Owner-issued software, and the Owner Virtual Private Network (VPN client)), and any other resources of Owner. Contractor shall not remove State Property from the continental United States. In addition, Contractor may not use any computing device to access Owner's network or e-mail while outside of the continental United States. Contractor shall not perform any maintenance services on State Property unless the Contract expressly authorizes such services. During the time that State Property is in the possession of Contractor, Contractor shall be responsible for (i) all repair and replacement charges incurred by Owner that are associated with loss of State Property or damage beyond normal wear and tear and (ii) all charges attributable to Contractor's use of State Property that exceeds the Contract scope. Contractor shall fully reimburse such charges to Owner within ten (10) calendar days of Contractor's receipt of Owner's notice of amount due. Use of State Property for a purpose not authorized by contract shall constitute breach of Contract and may result in termination of the Contract and the pursuit of other remedies available to Owner under Contract, at law, or in equity.

13. SIGNATORIES

The undersigned signatories represent and warrant that they have full authority to enter into this Contract on behalf of the respective parties.

14. AMENDMENTS

This Contract contains the entire agreement between Contractor and COUNTY and supersedes any prior understanding or oral or written agreements between COUNTY and Contractor on the matters contained herein. No modification, alteration, or waiver of any term, covenant, or condition of this Contract and any attachments shall be valid unless in writing and executed by COUNTY and Contractor.

Jefferson County	Contractor
Jeff Branick	Name of Signatory
County Judge	Title

Date

Date

EXHIBIT A

EXECUTION OF SUBMITTAL
RFQ #808-20-200914

1) By signature hereon, Respondent represents and warrants that the provisions in this Execution of Offer apply to Respondent and all of Respondent's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this RFQ or any Contract resulting from it.
2) By signature hereon, Respondent represents and warrants its intent to furnish the requested items at the prices quoted in its Offer.
3) By signature hereon, Respondent represents and warrants that its prices include all costs of Respondent in providing the requested items that meet all specifications of this RFQ, and that its prices will remain firm for acceptance for a minimum of ninety (90) days from deadline for submission of Offer.
4) By signature hereon, Respondent represents and warrants that each employee, including replacement employees, will possess the qualifications, education, training, experience and certifications necessary to perform the services in the manner required by this RFQ.
5) By signature hereon, Respondent represents and warrants that it has no actual or potential conflicts of interest in providing the requested items to COUNTY under the RFQ and any resulting contract, if any, and that Respondent's provision of the requested items under the RFQ and any resulting Contract, if any, would not reasonably create an appearance of impropriety.
6) By signature hereon, Respondent represents and warrants that, pursuant to Texas Government Code§ 2155.003, it has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted Offer.
7) By signature hereon, Respondent represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Texas Tax Code, § 171.
8) By signature hereon, Respondent hereby represents and warrants that, pursuant to 15 U.S.C. § 1, *et seq.* and Texas Business and Commerce Code, § 15.01, *et seq*., neither Respondent nor the firm, corporation, partnership, or institution represented by Respondent, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the Offer made to any competitor or any other person engaged in such line of business.
9) By signature hereon, Respondent represents and warrants that all statements and information prepared and submitted in response to this RFQ are current, complete and accurate.
10) By signature hereon, Respondent represents and warrants that the individual signing this document and the documents made part of this RFQ and Offer is authorized to sign such documents on behalf of the Respondent and to bind the Respondent under any Contract which may result from the submission of the Offer.
11) By signature hereon, Respondent represents and warrants that if a Texas address is shown as the address of the Respondent, Respondent qualifies as a Texas Bidder as defined by Texas Government Code, § 2155.444(c) of the Texas Government Code.
12) Check below if Respondent is claiming a preference under Title 34, § 20.306 of the Texas Administrative Code or Texas Government Code § 2155:
    - □ Goods produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
    - □ Goods produced in Texas or offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
    - □ Agricultural products grown in Texas
    - □ Agricultural products offered by a Texas bidder
    - □ Goods produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran

- □ Goods produced in Texas or offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
- □ Services offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
- □ Services offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
- □ Texas Vegetation Native to the Region
- □ USA produced supplies, materials or equipment
- □ Products of persons with mental or physical disabilities
- □ Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
- □ Energy Efficient Products
- □ Rubberized asphalt paving material
- □ Recycled motor oil and lubricants
- □ Products produced at facilities located on formerly contaminated property
- □ Products and services from economically depressed or blighted areas
- □ Vendors that meet or exceed air quality standards
- □ Recycled or Reused Computer Equipment of Other Manufacturers
- □ Foods of Higher Nutritional Value
- □ Commercial production company or advertising agency located in Texas

13) By signature hereon, under Texas Family Code, § 231.006, regarding child support, Respondent certifies that the individual or business named in the offer is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any Respondent subject to Texas Family Code, § 231.006, must include names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the offer. This information must be provided prior to award. Enter the Name and Social Security Number for each person below:

Name: _____ SSN: _____
Name: _____ SSN: _____
Name: _____ SSN: _____

FEDERAL PRIVACY ACT NOTICE: This notice is given pursuant to the Federal Privacy Act. Disclosure of your Social Security Number (SSN) is required under Texas Family Code, §§ 231.006(c) and 231.302(c)(2). The SSN will be used to identify persons that may owe child support. The SSN will be kept confidential to the fullest extent allowed under Texas Family Code, § 231.302(e).

14) By signature hereon, Respondent represents and warrants that no relationship, whether by relative, business associate, capital funding Contract or by any other such kinship exist between Respondent and an employee of any COUNTY component, and Respondent has not been an employee of any COUNTY component within the immediate twelve (12) months prior to Respondent's Offer. By signature hereon, Respondent certifies that it is in compliance with Texas Government Code, § 669.003, relating to contracting with executive head of a state agency. Respondent must complete the following, marking "N/A" if not applicable:

- Name of Former Executive: _____
- Name of State Agency: _____
- Date of Separation from State Agency: _____
- Position with Respondent: _____
- Date of Employment with Respondent: _____

All such disclosures will be subject to administrative review and approval prior to COUNTY entering into any Contract with Respondent. Respondent acknowledges that any Contract resulting from this

RFQ may be terminated at any time, and payments withheld, if this information is false.

15) By signature hereon, pursuant to Texas Government Code, § 2155.004(a), Respondent represents and warrants that neither it nor any person or entity which will participate financially in any Contract resulting from this RFQ has received compensation for participation in the preparation of specifications for this RFQ. In addition, under Texas Government Code, § 2155.004, Respondent certifies that the individual or business entity named in the Offer or any Contract resulting from this RFQ is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.
16) By signature hereon, in accordance with Texas Government Code, § 2155.4441, Respondent agrees that during the performance of a Contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.
17) By signature hereon, Respondent represents and warrants that COUNTY's payments to Respondent and Respondent's receipt of appropriated or other funds under any Contract resulting from this RFQ are not prohibited by Texas Government Code, §§ 556.005, 556.0055 or 556.008.
18) By signature hereon, Respondent represents and warrants that the offering entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at http://www.sam.gov.
19) Texas Government Code, §§ 2155.006 and 2261.053 prohibit state agencies from awarding a Contract to any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a Contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Texas Government Code, § 418.004, occurring after September 24, 2005. Under Texas Government Code, §§ 2155.006 and 2261.053, Respondent certifies that the individual or business entity named in its Offer is not ineligible to receive the specified Contract and acknowledges that any Contract resulting from this RFQ may be terminated and payment withheld if this certification is inaccurate.
20) In accordance with Title 13, § 6.94(a)(9) of the Texas Administrative Code, upon request by COUNTY, Respondent shall provide the descriptions of its business continuity and disaster recovery plans, if applicable with statute.
21) Subject to Texas Government Code, § 2260.002, the dispute resolution process provided for in Texas Government Code, § 2260, and set forth below in subsections (a)-(d) shall be used by the parties to attempt to resolve all disputes arising under the Contract. In accordance with the Texas Civil Practice and Remedies Code, § 114.005, the parties agree claims encompassed by Texas Government Code, Section § 2260.002(3) and Texas Civil Practice and Remedies Code, § 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)- (d).
    a) Notwithstanding Texas Government Code, § 2260.002(3) and § 114.012 and any other statute or applicable law, if the Respondent's claim for breach of Contract cannot be resolved by the parties in the ordinary course of business, Respondent may make a claim against COUNTY for breach of Contract and COUNTY may assert a counterclaim against the Respondent as is contemplated by Texas Government Code, § 2260. In such event, Respondent must provide written notice to COUNTY of a claim for breach of the Contract not later than the 180th day after the date of the event giving rise to the claim. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount the Respondent seeks as damages; and (3) the legal theory of recovery.
    b) The chief administrative officer, or if designated in the Contract, another officer of COUNTY, shall examine the claim and any counterclaim and negotiate with the Respondent in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, § 2260.052.
    c) If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the parties shall reduce the agreement or settlement to writing and each

party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a party's rights under this Contract as to the parts of the claim that are not resolved.

d) If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with COUNTY, unless the parties agree in writing to an extension of time, the parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is the Respondent's sole and exclusive process for seeking a remedy for an alleged breach of Contract by COUNTY if the parties are unable to resolve their disputes as described in this section.

e) Nothing in the Contract shall be construed as a waiver of the State's or COUNTY's sovereign immunity. The Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under the Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. COUNTY does not waive any privileges, rights, defenses, or immunities available to COUNTY by entering into the Contract or by its conduct, or by the conduct of any representative of COUNTY, prior to or subsequent to entering into the Contract.

f) Compliance with the dispute resolution process provided for in Texas Government Code, § 2260, and incorporated by reference in subsection (a)-(d) above is a condition precedent to the Respondent:
   1) filing suit pursuant to § 114 of the Civil Practices and Remedies Code; or
   2) initiating a contested case hearing pursuant to Texas Government Code, § 2260.

22) Respondent represents and warrants that it is not engaged in business with Iran, Sudan, or other foreign terrorist organization, as prohibited by Texas Government Code, § 2252.152.

23) Respondent represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the Contract, were former employees of the COUNTY during the twelve (12) month period immediately prior to the date of execution of the Contract.

24) **RESPONDENT SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND COUNTY, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO RESPONDENT'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE RESPONDENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO RESPONDENT, OR ANY OTHER ENTITY OVER WHICH THE CONTRACTOR EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY RESPONDENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND RESPONDENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. RESPONDENT AND COUNTY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.**

25) **RESPONDENT SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND COUNTY, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, SUBCONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL THIRD PARTY CLAIMS INVOLVING INFRINGEMENT OF UNITED STATES PATENTS, COPYRIGHTS, TRADE OR SERVICE MARKS, AND ANY OTHER**

INTELLECTUAL OR INTANGIBLE PROPERTY RIGHTS IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF RESPONDENT PURSUANT TO THE CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) COUNTY'S AND/OR RESPONDENT'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO COUNTY BY RESPONDENT OR OTHERWISE TO WHICH COUNTY HAS ACCESS AS A RESULT OF RESPONDENT'S PERFORMANCE UNDER THE CONTRACT. RESPONDENT AND THE COUNTY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. RESPONDENT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY COUNTY WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND COUNTY MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. IN ADDITION, RESPONDENT WILL REIMBURSE COUNTY AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF COUNTY DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF RESPONDENT OR IF COUNTY IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, COUNTY WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND RESPONDENT WILL PAY ALL REASONABLE COSTS OF COUNTY'S COUNSEL.

26) Pursuant to Texas Government Code, § 2254.0031, which incorporates by reference § 271.904(d) of the Texas Local Government Code, Respondent shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.
27) Respondent represents and warrants its compliance with the requirements of the American with Disabilities Act (ADA) and its implementing regulations, as each may be amended.
28) Respondent shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from COUNTY. Any attempted assignment in violation of this Section will be void and without effect.
29) The Contract shall inure to the benefit of, be binding upon, and be enforceable against, each party and their respective permitted successors, assigns, transferees and delegates.
30) Respondent shall be liable for all damage to government-owned, leased, or occupied property and equipment caused by the Respondent and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. Respondent shall notify COUNTY in writing of any such damage within one (1) calendar day. Respondent is responsible for the removal of all debris resulting from work performed under the Contract.
31) If Respondent at any time during the term of the Contract provides a discount on the final Contract costs, Respondent will notify COUNTY in writing ten (10) calendar days prior to effective date of discount. COUNTY will generate a Purchase Order Change Notice and send a revised Purchase Order to Respondent.
32) Respondent represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.
33) Respondent represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).
34) Neither Respondent nor COUNTY shall be liable to the other for any delay in, or failure of performance, of any requirement resulting from this Contract caused by force majeure. The existence

of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non- performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

35) The Respondent represents and warrants that it shall comply with the requirements of the Immigration Act of 1990 and Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Immigration Reform and Control Act of 1986 regarding employment verification and retention of verification forms for any individuals hired on or after November 6, 1986, who will perform any labor or services under the Contract.
36) Respondent or Respondent's employees, representatives, agents and any subcontractors shall serve as an independent Contractor in providing the services under the Contract. Respondent or Respondent's employees, representatives, agents and any subcontractors shall not be employees of COUNTY. Respondent may not subcontract any or all of the work and/or obligations due under the Contract without prior written approval of the COUNTY. Subcontracts, if any, entered into by the Respondent shall be in writing and be subject to the requirements of the Contract. Should Respondent subcontract any of the services required in the Contract, Respondent expressly understands and acknowledges that in entering into such subcontract(s), COUNTY is in no manner liable to any subcontractor(s) of Respondent. In no event shall this provision relieve Respondent of the responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with the Contract.
37) To the extent applicable, Respondent will grant to COUNTY a non-exclusive, perpetual, irrevocable, worldwide, transferable, fully paid, royalty-free, right and license: (a) to reproduce, modify, distribute, store, publicly perform, publicly display, create derivative works of, and otherwise exploit the deliverables, in each case without any restrictions and without accounting to Respondent; and (b) to sublicense any or all such rights to third parties.
38) Respondent shall have no authority to act for or on behalf of COUNTY or the State of Texas except as expressly provided for in the Contract; no other authority, power or use is granted or implied. Respondent may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State of Texas or COUNTY.
39) The Respondent represents and warrants that ordering entity's payments to the Respondent and Respondent's receipt of appropriated or other funds under any resulting agreement are not prohibited by Texas Government Code §§ 556.005 or 556.008.
40) Respondent shall not use COUNTY's name, logo, or other likeness in any press release, marketing material, or other announcement without COUNTY's prior written approval. COUNTY does not endorse any vendor, commodity, or service. Respondent is not authorized to make or participate in any media releases or public announcements pertaining to this procurement, the Response or the services to which they relate without COUNTY's prior written consent, and then only in accordance with explicit written instructions from COUNTY.
41) The failure of a party to insist at any time upon the strict performance of any covenant or agreement or to exercise any option, right, power, or remedy contained in the Contract shall not be construed as a waiver or a relinquishment thereof for the future.
42) The Contract is made solely and specifically among and for the benefit of the parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the Contract as a third-party beneficiary or otherwise.
43) For the purposes of the Contract, the term "Work" is defined as all reports, statistical analyses, work papers, work products, materials, approaches, designs, specifications, systems, documentation, methodologies, concepts, research, materials, intellectual property or other property developed, produced, or generated in connection with the Contract. All work performed pursuant to the Contract is

made the exclusive property of COUNTY. All right, title and interest in and to said property shall vest in COUNTY upon creation and shall be deemed to be a work for hire and made in the course of the services rendered pursuant to this Contract. To the extent that title to any such work may not, by operation of law, vest in COUNTY, or such work may not be considered a work made for hire, all rights, title and interest therein are hereby irrevocably assigned to COUNTY. COUNTY shall have the right to obtain and to hold in its name any and all patents, copyrights, registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Respondent must give COUNTY and/or the State of Texas, as well as any person designated by COUNTY and/or the State of Texas, all assistance required to perfect the rights defined herein without any charge or expense beyond those amounts payable to Respondent for the services rendered under the Contract.

44) Respondent shall maintain and retain all records relating to the performance of the Contract including supporting fiscal documents adequate to ensure that claims for Contract funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Respondent for a period of seven (7) years after the Contract expiration date or until all audit, claim, and litigation matters are resolved, whichever is later.
45) Respondent will promptly refund or credit within thirty (30) calendar days any funds erroneously paid by COUNTY which are not expressly authorized under the Contract.
46) Pursuant to Texas Government Code, § 572.069, Respondent certifies that it has not employed and will not employ a former state officer or employee who participated in a procurement or Contract negotiations for COUNTY involving Respondent within two (2) years after the date that the Contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.
47) Termination of the Contract for any reason shall not release the Respondent from liability or obligation set forth in the Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination, including the provisions regarding confidentiality, indemnification, transition, records, audit, property rights, dispute resolution, invoice and fees verification.
48) Respondent hereby acknowledges and agrees that COUNTY's trademarks remain the exclusive property of COUNTY, that all right, title and interest in and to the trademarks is exclusively held by COUNTY, and all goodwill associated with such trademarks inures solely to COUNTY.
49) Respondent represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Texas Business and Commerce Code § 177, or allegations of any unfair business practice in any administrative hearing or court suit and that Respondent has not been found to be liable for such practices in such proceedings. Respondent certifies that it has no officers who have served as officers of other entities who have been the subject allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not be found to be liable for such practices in such proceedings.
50) Respondent is prohibited from using State Property for any purpose other than performing services authorized under the Contract. State Property includes, but is not limited to, COUNTY's office space, identification badges, COUNTY information technology equipment and networks (*e.g.,* laptops, portable printers, cell phones, iPads, external hard drives, data storage devices, any COUNTY-issued software, and the COUNTY Virtual Private Network (VPN client)), and any other resources of COUNTY. Respondent shall not remove State Property from the continental United States. In addition, Respondent may not use any computing device to access COUNTY's network or e-mail while outside of the continental United States. Respondent shall not perform any maintenance services on State Property unless the Contract expressly authorizes such services. During the time that State Property is in the possession of Respondent, Respondent shall be responsible for (i) all repair and replacement charges incurred by COUNTY that are associated with loss of State Property or damage beyond normal wear and tear and (ii) all charges attributable to Respondent's use of State Property that exceeds the Contract scope. Respondent shall fully reimburse such charges to COUNTY within ten (10) calendar days of Respondent's receipt of COUNTY's notice of amount due. Use of State Property for a purpose not

authorized by Contract shall constitute breach of Contract and may result in termination of the Contract and the pursuit of other remedies available to COUNTY under Contract, at law, or in equity.

51) By signature hereon, if Respondent is submitting an offer for the purchase or lease of computer equipment, then Respondent hereby certifies its compliance with the Texas Health and Safety Code, §361, and the Texas Commission on Environmental Quality rules at Title 30, § 328 of the Texas Administrative Code.
52) By signature hereon, Respondent represents and warrants that it is not aware of and has received no notice of any court or governmental agency actions, proceedings or investigations, etc., pending or threatened against Respondent or any of the individuals or entities included in this Section I within the five (5) calendar years immediately preceding the submission of Respondent's Offer in response to this RFQ that would or could impair Respondent's performance under any Contract resulting from this RFQ, relate to the solicited or similar goods or services, or otherwise be relevant to COUNTY's consideration of Respondent's Offer. If Respondent is unable to make the preceding representation and warranty, then Respondent instead represents and warrants that it has included as a detailed attachment in its Offer a complete disclosure of any such court or governmental agency actions, proceedings or investigations, etc. that would or could impair Respondent's performance under any Contract resulting from this RFQ, relate to the solicited or similar goods or services, or otherwise be relevant to COUNTY's consideration of Respondent's Offer. In addition, Respondent represents and warrants that it shall notify COUNTY in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update COUNTY shall constitute breach of Contract and may result in immediate termination of any Contract resulting from this RFQ.
53) By signature hereon, Respondent represents and warrants that it and each of its subcontractors have the requisite resources, qualifications and independence to conduct the services free from outside direction, control, or influence, and subject only to the accomplishment of COUNTY's objectives.
54) By signature hereon, Respondent represents that neither Respondent or any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, proposed in the Offer has been convicted of a felony criminal offense, or that if such a conviction has occurred Respondent has fully advised COUNTY of the facts and circumstances in its Offer.
55) By signature hereon, Respondent represents and warrants that if selected for award of a Contract as a result of this RFQ, Respondent will submit to COUNTY a Certificate of Interested Parties prior to Contract award in accordance with Texas Government Code, § 2252.908.
56) By signature hereon, Respondent represents and warrants that, pursuant to Texas Government Code, § 2270.002, Respondent does not boycott Israel and will not boycott Israel during the term of the Contract resulting from this RFQ.
57) By signature hereon, Respondent acknowledges that any Contract(s) resulting from this RFQ are made possible through grant support from the Emergency Supplemental Historic Preservation Fund (ESHPF) of the National Park Service, U.S. Department of Interior. One (1) copy of all deliverables/publications produced with assistance from the ESHPF must be furnished to the NPS. The NPS shall have a royalty-free right to republish any materials produced under this grant. All photos included as part of the interim and final reporting, and deliverables/publication will be considered released to the NPS for future official use. Photographer, date and caption should be identified on each photo, so NPS may provide proper credit for use. A digital (preferred) or physical copy of all deliverables will be available for public access.
58) By signature hereon, Respondent acknowledges that any Contract(s) resulting from this RFQ are subject to the terms of the Grant Agreement (P19AP00014) Between the United States Department of Interior National Park Service and Texas Historical Commission, dated March 25, 2019.
59) By signature hereon, Respondent represents and warrants that it has read and agrees to all terms and conditions of this RFQ, unless Respondent specifically takes an exception and offers an alternative provision in Respondent's Offer to this RFQ.

An authorized representative on behalf of Respondent must complete and sign the following:

Signature of Authorized Representative	**Date Signed**
Printed Name & Title of Authorized Representative	**Phone Number**
Entity Name ("Respondent")	**Fax Number** / **E-mail Address**
Federal Employer Identification Number	**DUNS Number**
Physical Street Address	**City, State, Zip Code**
Mailing Address, if different	**City, State, Zip Code**

NOTE: THIS FORM MUST BE COMPLETED & RETURNED WITH THE RFQ

EXHIBIT B

CONFLICT OF INTEREST/DISCLOSURE STATEMENT/CERTIFICATION REGARDING PUBLIC NATURE OF THE OFFER RFQ #20-041/YS

Section I. Conflict of Interest

A. Disclosures. Provide the requested information in the space provided; indicate "N/A" as appropriate.

1. Respondent must disclose any proposed personnel who are current or recent former employees of COUNTY or the State of Texas.

_____

_____

2. Respondent must disclose the following:

a. any existing or potential conflicts of interest or possible issues that might create appearances of impropriety relative to Respondent's and its proposed subcontractors' submission of an Offer, possible selection as Successful Respondent, or its performance of the Contract.

_____

_____

b. all past and present contractual, business, financial or personal relationships between Respondent and COUNTY and between Respondent's proposed subcontractors, if any, and COUNTY.

_____

_____

For each item, Respondent must also provide a detailed explanation of why Respondent does or does not believe such item poses a conflict of interest, potential conflict of interest, or appearance of impropriety issue relative to Respondent's submission of an Offer, possible selection as the Successful Respondent, or its performance of the Contract.

B. Defined Terms. For purposes of the disclosure statements required by this solicitation, the terms below are defined as follows:

- "past" is defined as within the two (2) calendar years prior to the deadline for submission of offers in response to this solicitation.
- "recent former employees" are defined as those COUNTY employees who have terminated agency employment within the two (2) calendar years prior to the deadline for submission of offers in response to this solicitation.
- "personal relationship" is defined as a current or past connection other than a clearly contractual, business, financial or similar relationship and includes family relationships or other connections outside simply providing a response to this solicitation. For this purpose, "family relationship" means a relationship within the third degree of consanguinity or second degree of affinity; see Texas Government Code, § 573, which defines these degrees of consanguinity and affinity. Connections other than such family relationships fall within this definition and must be disclosed if:
  (a) a reasonable person could expect the connection to diminish Respondent's independence of judgment or effectiveness in the performance of the Respondent's responsibilities to COUNTY or the State of Texas under the Contract;
  (b) a reasonable person could expect the connection, within the overall context of Respondent's submission of an Offer, possible selection as Successful Respondent or its performance of the Contract, to create an issue for the agency's consideration relative to a potential appearance of impropriety or conflict of interest; or,

(c) the relationship is with a COUNTY or other State of Texas employee with authority to make decisions or recommendations on state contracting or procurement or this solicitation. For purposes of this provision, those persons with authority to make decisions or recommendations are those persons who fall within the definition of "purchasing personnel" in Texas Government Code, § 2262.004(a)(2).

C. Continuing Duty to Disclose. If circumstances change or additional information is obtained subsequent to submission of the Offer, Successful Respondent's duty to disclose under these provisions continues under the term of the Contract and does not end with submission of an Offer or receipt of Contract award.

D. Disclosures under these provisions are information that will be evaluated by COUNTY; however, all information provided will not necessarily lead to a restriction or disqualification. Issues will be considered on a case by case basis in the best interests of the State of Texas. If Respondent is in doubt about whether information should be disclosed, Respondent should consult with its legal counsel. Failure to disclose any required information under these provisions may be cause for offer disqualification or termination of the Contract resulting from this solicitation. COUNTY reserves the right, in its sole discretion, to determine if an issue should result in offer disqualification or termination of the Contract.

Signature of Authorized Representative	Date Signed
Printed Name & Title of Authorized Representative	Entity Name ("Respondent")

Section II. Nondisclosure Agreement

In consideration of Jefferson County ("COUNTY") communicating with the undersigned Respondent regarding a potential Contract resulting from the referenced solicitation (*e.g.,* RFP, RFO, RFQ, IFB) and because of the sensitivity of certain information provided to Respondent, both parties agree that all information regarding COUNTY or gathered, produced, collected or derived from or related to the potential Contract, or provided to Respondent under a resulting Contract ("Confidential Information") must remain confidential subject to release only upon prior written approval of COUNTY, and more specifically agree as follows:

1. The Confidential Information may be used by Respondent only to assist Respondent in connection with the business relationship contemplated in the solicitation or performance of a Contract with COUNTY resulting from the solicitation.

2. Respondent shall not, at any time, use the Confidential Information in any fashion, form, or manner except in its capacity as proposed consultant or independent Contractor to COUNTY.

3. Unless otherwise provided in the solicitation or resulting Contract, Respondent agrees to maintain the confidentiality of all Confidential Information in the same manner that it protects the confidentiality of its own materials of like kind, but in no event less than reasonable care. Respondent shall take reasonable precautions to protect the Confidential Information including, but not limited to, not disclosing Confidential Information in any manner to any person, firm, or entity, except for authorized employees, agents, or Contractors of Respondent with a need to know who are bound by confidentiality obligations at least as stringent as those contained in this agreement prior to any disclosure of such Confidential Information.

4. The Confidential Information may not be copied, reproduced, disclosed, distributed, or otherwise divulged without COUNTY's prior written approval. Confidential Information and any copies thereof shall be

COUNTY's exclusive property.

5. All Confidential Information made available to Respondent, including copies thereof, must be returned to COUNTY upon the first to occur of (a) expiration or termination of any Contract resulting from the solicitation, or (b) request by COUNTY.

6. The foregoing does not prohibit or limit Respondent's use of the information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (a) previously known to it, provided such prior knowledge was not subject to a confidentiality obligation, (b) independently developed by it, (c) acquired by it from a third-party under no obligation of confidentiality to COUNTY, (d) which is or becomes part of the public domain through no breach by Respondent of this nondisclosure agreement or other Contractual obligations to COUNTY, or (e) approved by COUNTY in writing for unrestricted disclosure.

7. If Respondent is required by applicable law, regulation, or legal process to disclose any Confidential Information, then Respondent shall provide COUNTY with prompt notice of any such requirement prior to delivery of the Confidential Information to allow COUNTY a reasonable opportunity to seek a protective order or equivalent.

8. This nondisclosure agreement shall become effective as of the date Confidential Information is first made available to Respondent and shall survive the expiration or termination of any Contract resulting from the solicitation and be a continuing requirement.

9. The breach of this nondisclosure agreement by Respondent shall entitle COUNTY to immediately terminate any Contract with Respondent resulting from the solicitation upon written notice to Respondent 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 COUNTY elects to terminate any Contract with Respondent resulting from the solicitation upon the breach hereof, COUNTY may require Respondent to pay to COUNTY the sum of $5,000 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 COUNTY in the event of a breach hereof by Respondent of this nondisclosure agreement. COUNTY does not waive any right to seek additional relief, either equitable or otherwise, concerning any breach of this nondisclosure agreement.

10. This nondisclosure agreement is governed by and construed under the laws of the State of Texas. Any and all obligations of this agreement are due in Travis County, Texas and venue is proper in only such county.

Signature of Authorized Representative	Date Signed
Printed Name & Title of Authorized Representative	Entity Name ("Respondent")

Section III. Certification Regarding Public Nature of the Offer

The Legislative Budget Board (LBB) has established a database of state agency Contracts pursuant to Texas Government Code, § 322.020. See the LBB website at www.lbb.state.tx.us. Following the Contract award resulting from this solicitation, COUNTY plans to upload to the LBB Contracts database the complete Contract, except for information that is not subject to disclosure under Texas Government Code, § 552. Information that is not subject to disclosure under Texas Government Code, § 552, must be referenced in an appendix that generally describes the information without disclosing the specific content of the information.

In submitting an Offer in response to this solicitation, Respondent acknowledges that it understands and accepts this requirement.

Respondent **must initial below EITHER Item 1 or Item 2, as appropriate**. **DO NOT INITIAL BOTH ITEMS.**

By signature hereon, Respondent certifies the following:

1. _____ Respondent does not assert that any portion of its Offer is confidential.

OR

2. _____ Respondent has stamped in bold red letters the term "**CONFIDENTIAL**" on the specific part or page of the Offer considered to be confidential by Respondent. In the table below or as an attachment to this form submitted with the Offer, Respondent has identified by page number(s) the location of all information in the Offer asserted to be confidential by Respondent as well as provided an explanation, including any relevant legal authority, for why Respondent reasonably considers the identified portion(s) of its Offer to be confidential and exempt from public disclosure under the Texas Public Information Act, Texas Government Code, § 552.

Page No. of Offer	**General description of the designated information**	**Explanation, including relevant legal authority, in support of the confidential treatment of the designated portion(s) of the Offer.**

Signature of Authorized Representative

Date Signed

Printed Name & Title of Authorized Representative

Entity Name ("Respondent")

NOTE: THIS FORM MUST BE COMPLETED & RETURNED WITH THE SUBMITTAL.

EXHIBIT C

CERTIFICATION REGARDING LOBBYING

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq*., apply to this certification and disclosure, if any.

_____
Signature of Contractor's Authorized Official

_____
Name and Title of Contractor's Authorized Official

_____
Date

NOTE: THIS FORM MUST BE COMPLETED & RETURNED WITH THE SUBMITTAL.

EXHIBIT D

RFQ SUBMITTAL REQUIREMENTS CHECKLIST

Checklist for RFQ #20-041/YS
Title: RFQ for HISTORIC PRESERVATION PROFESSIONAL SERVICES FOR HISTORIC RESOURCES SURVEY PLAN, HISTORIC RESOURCES SURVEY, AND HISTORIC PRESERVATION PLAN
Bid Due Date: _____, 2:00 PM CT

Respondent Name and Address:

Contact: _____ TX Taxpayer: _____
_____ Office Phone: _____
_____ Mobile Phone: _____
_____ Email: _____

Attended a Pre-Submittal Conference (if applicable): _____

RFQ SUBMITTAL:

1. Submit one (1) original of the following:

1. Signature Page _____
2. Exhibit A—Execution of Submittal _____
3. Exhibit B—Conflict of Interest/Disclosure Statement/Certification _____
4. Exhibit C—Certification Regarding Lobbying _____
5. Exhibit D—RFQ Submittal Requirements Checklist _____
6. HUB Subcontracting Plan _____

2. Submit one (1) original and three (3) copies of the following:

1. Company Information _____
2. Methodology and Schedule _____
3. Qualifications and Relevant Experience _____

3. Submit one (1) PDF copy on a USB flash drive of complete response to this RFQ

EXHIBIT E

WINDSHIELD-LEVEL HISTORIC RESOURCES SURVEY REPORT STANDARDS

Format

1. Report cover and title page must include: the county, the geographic scope surveyed, the identification of the professional historian(s), the consulting firm, the consulting firm's contact information, Contract number, and the following disclaimer:

This material was produced with assistance from the Emergency Supplemental Historic Preservation Fund, administered by the National Park Service, Department of the Interior. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior.

2. Report must include an overall county map.
3. Report must include street maps and aerial photographs, at appropriate scale, indicating the locations of all historic-age properties surveyed, and indicating the proposed boundaries of any identified historic districts.
4. Report must include a table of historic-age properties surveyed, with the property address, latitude and longitude coordinates, a basic property description, the approximate date of construction, and the recommended determination of eligibility for listing in the National Register of Historic Places (NRHP).
5. Report must include photographs of the historic-age properties surveyed.

Identification and Evaluation Criteria

1. Report documents the survey methodology to identify historic properties.
2. Report must include a discussion of previously designated historic properties, with explicit reference to properties listed in the NRHP, designated as a State Antiquities Landmark (SAL), and/or designated as a Recorded Texas Historic Landmark (RTHL).
3. Report inventories historic-age properties—properties that are forty-five (45) years of age or older, at the time of the execution of any Contract(s) resulting from this RFQ.
4. Report evaluates the surveyed properties' eligibility for listing in the NRHP, both individually as a contributing resource to a NRHP-eligible historic district, providing analysis appropriate to the recommended level of significance of the property. For properties recommended as eligible for listing in the NRHP and for those of marginal significance recommended as not eligible for listing in the NRHP, the report must justify significance within the appropriate historic context and NRHP criteria.
5. Report must include site maps detailing the inter-relationship of resources such as outbuildings and landscape features associated with a property recommended as eligible for listing in the NRHP. Outbuildings and landscape features should be reported as subsets of the main identification number of the property. For example, a residence and an associated garage, should be labeled as Resource Nos. 100a and 100b.

Photographic Documentation

1. Report must include photographic documentation for each historic-age resource surveyed and be sufficient in number and perspective to enable the Contracted Services Provider(s) to make a recommended determination of eligibility for listing in the NRHP or to determine if a higher level of survey is recommended.
2. Photographs must be 3.5″ × 5″ color representations printed on matte white, premium or photo-quality laser or inkjet paper. Photographs must be at least 1200 × 1600 pixels at 300 pixels per inch (ppi) resolution quality.
3. The report must include a single oblique view that incorporates both the primary façade and a side elevation at a minimum for each primary and auxiliary resource and landscape feature associated with a property recommended NRHP-eligible by the Contracted Services Provider(s), with the subject filling the frame.
4. Photographs must be well focused and clearly depict architectural and other details relevant to an evaluation of the resource's character-defining features.

5. Photographs must be attached to separately labeled pages that clearly identify the property identification number(s), the property address, the property's latitude and longitude coordinates, the direction of the photograph, an accurate description of the style and form of the resource, NRHP criteria eligibility, resource integrity issues, and any limitations when photographing the resource.
6. Additional photographs of the inter-relationship of resources may be necessary if historic outbuildings or significant landscape features are associated with the property.
7. Photographs must document representative streetscapes for each block or significant area within a historic district.
8. Photographs shall be attached to the appropriate property record in the CRSurveyor Collector and also saved individually in a file folder as JPEG images. The JPEG images shall be named according to the following convention: [two-letter county code][survey site number]_[street name]_[street address]_[image number]. County abbreviations shall be those used by the Texas Archeological Research Laboratory (TARL). For instance, if the property at 106 South Austin Street in Rockport, Aransas County, were the 123rd site surveyed, the JPEG image name would be: AS123_Austin St S_106_01.jpg

EXHIBIT F

CRSURVEYOR COLLECTOR NAPC USER FIELD GUIDE

EXHIBIT G

GRANT AGREEMENT (P19AP00014) BETWEEN THE UNITED STATES DEPARTMENT OF INTERIOR NATIONAL PARK SERVICE AND TEXAS HISTORICAL COMMISSION

AWS-TX
ACADIANA WASTE SERVICES

ORIGINAL

September 1, 2020

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

RE: Term Contract for Trash and Biomedical Waste Container Service for Jefferson County Bid # IFB 20-031/YS

Dear Yea-Mei Sauer:

Acadiana Waste Services – TX. LLC is both pleased and excited about the opportunity to introduce AWS and participate in the Jefferson County Bid for Trash and Biomedical Waste.

Acadiana Waste Services provides solid waste collection and disposal in Louisiana and Texas with our Corporate headquarters in Lafayette, Louisiana since October 1, 2012. Acadiana Waste is a fully integrated, non-hazardous solid waste services company dedicated to providing the highest quality collection, transportation and disposal services in an environmentally aware and cost effective manner. As it is with all of the Cities and Counties Acadiana Waste serves, we take pride in the highest level of service along with a selection of disposal services that are second to none in the industry.

We at Acadiana Waste Services take great pride in the "fact" that customer service, to our Cities and Counties is paramount in our thought process. We take the delivery of environmental services very seriously. Our Customer Satisfaction, Safety and Maintenance programs are great assets to Acadiana Waste Services as we deliver services to communities and businesses throughout the Texas and Louisiana. Strong communication with the County is a key focus for our company. We at Acadiana Waste consider our relationships with our customers to be a partnership of which we understand the importance and take great pride.

In closing, I am appreciative of this opportunity to participate in this bid. Should you have any questions, do not hesitate to contact me on my cell 409-781-6841.

Respectfully,

Sharon McBee

Sharon McBee
General Manager

BID NAME: TERM CONTRACT FOR TRASH AND BIOMEDICAL WASTE CONTAINER SERVICE FOR JEFFERSON COUNTY

BID # IFB 20-031/YS

JEFFERSON COUNTY PURCHASING DEPARTMENT

WEDNESDAY, SEPTEMBER 2, 2020 AT 11:00 A.M.

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Bidder Information Form

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

Bid Name & Number: Trash and Biomedical Waste Container Service for Jefferson County (IFB 20-013/YS)

Bidder's Company/Business Name: Acadiana Waste Services – TX, LLC.

Bidder's TAX ID Number: 45-5009281

Contact Person: **Sharon McBee** **Title:** **General Manager**

Phone Number (with area code): **409-781-6841**

Alternate Phone Number if available (with area code): **409-205-1310**

Fax Number (with area code): **337-289-1918**

Email Address: **sharon@acadianawaste.com**

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

PO Box 1136 / 16622 Highway 105
Address
Sour Lake, TX 77659-4808
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:

Acadiana Waste Services-Tx LLC. For clarification of this offer, contact:
Company Name

16622 Hwy 105/PO Box 1136
Address

Sharon McBee
Name

Sour Lake, TX 77659
City State Zip

409-781-6841 / 337-289-1918
Phone Fax

Sharon McBee
Signature of Person Authorized to Sign

sharon@acadianawaste.com
E-mail

Sharon McBee
Printed Name

General Manager
Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Trash and Biomedical Waste Container Service 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. 20-031/YS, Term Contract for Trash and Biomedical Waste Container Service for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Item I. Standard Waste Containers (10 cubic yards & under)

Waste containers shall be provided and serviced by the successful bidder.

Location	Qty	Capacity	Frequency of Service	Price per Container per Month
Jack Brooks Regional Airport - Main Terminal Highway 69 South, Nederland TX Contact: Duke Youmans 409-719-4961	2	8 cu yd	1 day per week	**$183.59**
Jefferson County Airport - Fuel Service Highway 69 South, Nederland TX Contact: Duke Youmans 409-719-4961	1	8 cu yd	1 day per week	**$91.80**
Jefferson County Airport - Maintenance Shop Highway 69 South, Nederland TX Contact: Duke Youmans 409-719-4961	1	8 cu yd	1 day per week	**$91.80**
Jefferson County Annex I 215 Franklin Street, Beaumont TX Contact: Greg Kelle r 409-835-8511	1	10 cu yd	5 days per week	**$573.73**
Jefferson County Annex II 1295 Pearl Street, Beaumont TX Contact: Greg Keller 409-835-8511	1	10 cu yd	5 days per week	**$573.73**
Jefferson County Annex IV 820 Neches, Beaumont TX Contact: Greg Keller 409-835-8511	1	10 cu yd	5 days per week	**$573.73**
Jefferson County Correctional Facility 5030 Highway 69 South, Beaumont TX Contact: Chief John Shauberger 409-726-2520	1	4 cu yd	2 days per week	**$91.80**
Jefferson County Mosquito Control District 8905 First Street, Beaumont TX Contact: Denise Wheeler 409-719-5940	1	8 cu yd	1 day per week	**$91.80**
Jefferson County Women's Center 145 South 11th Street, Beaumont TX Contact: Kim Atkins 409-434-5470	1	10 cu yd	1 day per week	**$114.75**
Jefferson County Service Center 7789 Viterbo Road, Beaumont TX Contact: Jose Zurita 409-719-5937	1	8 cu yd	1 day per week	**$114.75**
Jefferson County Precinct #1 Service Center 20205 West Highway 90, China TX Contact: Paul Truax 409-434-5430	1	4 cu yd	1 day per week	**$45.90**
Jefferson County Precinct #2 Service Center 7759 Viterbo Road, Beaumont TX Contact: Mike Trahan 409-727-2173	1	8 cu yd	1 day per week	**$91.80**
Mid-County Tax Office 7759 Viterbo Road, Beaumont TX Contact: Mike Trahan 409-727-2173	1	8 cu yd	1 day per week	**$91.80**

Item I. Standard Waste Containers (10 cubic yards & under) (continued)

Waste containers shall be provided and serviced by the successful bidder.

Location	Qty	Capacity	Frequency of Service	Price per Container per Month
Jefferson County Precinct #4 Justice of the Peace 19217 FM 365, Beaumont TX Contact: Lynette Hensley 409-434-5460	1	6 cu yd	1 day per week	**$68.85**
Jefferson County Precinct #4 Service Center 7780 Boyt Road, Beaumont TX Contact: Kenneth Minkins 409-434-5400	1	4 cu yd	2 days per week	**$91.80**
Minnie Rogers Juvenile Justice Center 5326 Highway 69 South, Beaumont TX Contact Chief Ed Cockrell 409-722-7474	1	10 cu yd	5 days per week	**$573.73**
Ben J. Rogers Regional Visitors Center 5055 IH-10 South, Beaumont TX Contact: Kathi Hughes 409-842-0500	1	8 cu yd	1 day per week	**$91.80**
Jefferson County Sheriff's Department - Narcotics 4640 Hangar Drive, Beaumont TX Contact: Major Clay Woodward 409-726-2950	1	4 cu yd	1 day per week	**$45.90**
Jefferson County Precinct #3 Stockpile 24420 Highway 124, Hamshire TX Contact: Kimberly Moles 409-736-2851	1	4 cu yd	1 day per week	**$45.90**
Jefferson County Correctional Facility Gate #3, 5030 Highway 69 South, Beaumont TX Contact: Chief John Shauberger 409-726-2520	1	10 cu yd	6 days per week	**$688.47**
			PER MONTH	**$4,337.36**

Item II. Standard Waste Containers (Roll-Off)

Waste Containers shall be provided and serviced by the successful bidder.

Location	Qty	Capacity	Frequency of Service	Price per Haul
Jack Brooks Regional Airport - Maintenance Shop Highway 69 South, Nederland TX Contact: Duke Youmans 409-719-4961	1	30 cu yd	will call	**Delivery: $100.00 each.** **30 yd Price Per Haul $385.00**
Jefferson County Correctional Facility 5030 Highway 69 South, Nederland TX Contact: Chief John Shauberger 409-726-2520	1	40 cu yd	will call	**Delivery: $100.00 each.** **40 yd Price per Haul $420.00**
Ford Park Baseball Fields 5115 IH-10 South, Beaumont TX Contact: Claudio Oliveira 409-951-5401	2	20 cu yd	will call	**Delivery: $107.00 each.** **20 yd Price Per Haul $347.75**

Item III. Compactor (Roll-Off)

County shall provide one (1) self-contained compactor, approximately 30 cubic yard capacity. Successful bidder shall transport this compactor to and from Ford Park Arena and disposal facility and shall treat and/or dispose of all compacted waste into this container.

Location	Qty	Capacity	Frequency of Service	Price per Haul
Ford Park Arena 5115 IH-10 South, Beaumont TX Contact: Claudio Oliveira 409-951-5401	1	30 cu yd	will call	**Delivery: $100.00 each.** **30 yd Price Per Haul $385.00**

Item IV. Biomedical Waste Containers

Biomedical waste containers shall be provided and serviced by the successful bidder. Price of boxes and liners shall be included in bid price.

Location	Qty	Price per Container per Haul	Price per Container per Month
Public Health Department - Unit I (Beaumont) 1295 Pearl Street, Beaumont TX Contact: Rachel Dragulski 409-835-8380	1	N/A	
Public Health Department - Unit II (Port Arthur) 800 Fourth Street, Port Arthur TX Contact: Vickie McIntyre 409-983-8380	1	N/A	
Jefferson County Regional Crime Lab 5030 Highway 69 South, Suite 500, Beaumont TX Contact: Julie Hannon 409-726-2577	6	N/A	
Jefferson County Employee Health 1225 Pearl Street, Suite 146-A, Beaumont TX Contact: Leslie Little 409-784-5881	1	N/A	
Community Supervision - Port Arthur 800 Fourth Street, Port Arthur TX Contact: Jerry Johnson 409-951-2200	1	N/A	
Community Supervision - Beaumont 820 Neches, Beaumont TX Contact: Jerry Johnson 409-951-2200	1	N/A	
Jefferson County Women's Center 145 South 11th Street, Beaumont TX Contact: Kim Atkins 409-434-5470	1	N/A	
Minnie Rogers Juvenile Justice Center 5326 Highway 69 South, Beaumont TX Contact: Chief Ed Cockrell 409-722-7474	1	N/A	
Juvenile Justice - Port Arthur 900 Fourth Street, Port Arthur TX Contact: Chief Ed Cockrell 409-722-7474	1	N/A	
Jefferson County Correctional Facility - Property Division 5030 Highway 69 South, Beaumont TX Contact: Emily Beaugh 409-726-2500	1 will call/as needed	N/A	

Item IV. Biomedical Waste Containers (continued)

Biomedical waste containers shall be provided and serviced by the successful bidder. Price of boxes and liners shall be included in bid price.

Location	Qty	Price per Container per Haul	Price per Container per Month
Jack Brooks Regional Airport, Main Terminal 6000 Airline Drive, Beaumont TX Contact: Elisabeth Landry 409-719-4950	1 will call/as needed	N/A	
Jack Brooks Regional Airport, Jerry Ware Terminal 5000 Jerry Ware Drive, Beaumont TX Contact: Elisabeth Landry 409-719-4950	1 will call/as needed	N/A	

Item V. Pharmaceutical Container Disposal

Location	Qty	Price per Container per Haul
Public Health Deparment - Unit I (Beaumont) 1295 Pearl Street, Beaumont TX Contact: Rachel Dragulski 409-835-8380	1	N/A
Public Health Department - Unit II (Port Arthur) 800 Fourth Street, Port Arthur TX Contact: Vickie McIntyre 409-983-8380	1	N/A
Jefferson County Employee Health 1225 Pearl Street, Suite 146-A, Beaumont TX Contact: Leslie Little 409-784-5881	1	N/A
Minnie Rogers Juvenile Justice Center 5326 Highway 69 South, Beaumont TX Contact: Chief Ed Cockrell	1	N/A
Juvenile Justice - Port Arthur 900 Fourth Street, Port Arthur TX Contact: Chief Ed Cockrell 409-983-8370	1	N/A

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form with Offer.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: City of Sour Lake

Address: 625 Highway 105 West Sour Lake, TX 77659

Contact Person and Title: Jack Provost - City Manager

Phone: 409-287-3573 Fax:

Email Address: jprovost@cityofsourlake.com Contract Period: 5 year and successive 5 years

Scope of Work: Exclusive Contract to Service Residential, Commercial and Rolloff within City

REFERENCE TWO

Government/Company Name: Hardin-Jefferson ISD

Address: 520 W. Herring Street Sour Lake, TX 77659

Contact Person and Title: Randy O'Bannion - Maintenance Director

Phone: 409-284-3701 Fax:

Email Address: randyobannion@hjisd.net Contract Period: 3 year

Scope of Work: Service Commercial and Rolloff Waste within the School District

REFERENCE THREE

Government/Company Name: Tri-Con, Inc.

Address: 7076 W. Port Arthur Road Beaumont, TX 77705

Contact Person and Title: Ron Nicklas - Operations Manager

Phone: 409-835-2237 Fax:

Email Address: ronnicklas@triconinc.org Contract Period: 3 years

Scope of Work: Service Commercial and Rolloff Waste for 16 locations

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** ☒ 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.

Acadiana Waste Services – TX, LLC.	Sharon McBee
Bidder (Entity Name)	Signature
16622 Hwy 105/PO Box 1136	SHARON McBee
Street & Mailing Address	Print Name
Sour Lake, TX 77659	9/1/2020
City, State & Zip	Date Signed
409-781-6841	337-289-1918
Telephone Number	Fax Number
sharon@acadianawaste.com	
E-mail Address	

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

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.**

NONE

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 N/A

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 N/A

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 N/A

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

4

Sharon McKee

Signature of vendor doing business with the governmental entity

09-01-2020

Date

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer
Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

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.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

N/A

2 **Office Held**

N/A

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

N/A

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

N/A

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift N/A

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

N/A

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.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____ 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 . . .

O Yes	O 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?
O Yes	O No	2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
O Yes	O 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)?
O Yes	O No	4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?
O Yes	O No	5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
O Yes	O 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.

Sharon McBee
Printed Name of Authorized Representative

Sharon McBee
Signature

General Manager
Title

09-01-2020
Date

We do not use subcontractors to service Commercial Waste

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: _____

Sharon McBee	Sharon McBee	09-01-2020
Printed Name of Contractor Representative	Signature of Representative	Date
N/A		
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

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

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

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: N/A

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: N/A
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

Subcontractor Name: _____

Address: N/A
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: N/A
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): Sharon McBee

Title: General Manager

Signature: Sharon McBee

Date: 9-1-2020

E-mail address: SHARON@ACADIANWASTE.COM

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

Name (print or type): _____

Title: N/A

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 Acadiana Waste Services-TX LLC [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

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

Taxpayer Identification Number (T.I.N.):	**45-5009281**
Company Name submitting bid/proposal:	**Acadiana Waste Services – TX, LLC.**
Mailing address:	**PO Box 1136 Sour Lake, TX 77659**
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**
N/A	**N/A**

* 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, Sharon McBee, the undersigned representative of (company or business name) Acadiana Waste Services – TX, LLC. (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

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

Sharon McBee
Signature of Company Representative

9-1-2020
Date

On this 1st day of September, 2020, personally appeared

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

Notary Seal

Chancie Deon Bailey
My Commission Expires
01/31/2023
ID No. 131875256

Notary Signature

9-1-2020
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.

Acadiana Waste Services – TX, LLC.
Company Name

IFB 20-031/YS
IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

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

STATE OF TEXAS COUNTY OF HARDIN

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

on this day personally appeared Sharon McBee, who
(name)

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

"I, SHARON McBee am a duly authorized officer of/agent
(name)

for ACADIANA WASTE SERVICES-TX LLC and have been duly authorized to execute the
(name of firm)

foregoing on behalf of the said ACADIANA WASTE SERVICES-TX LLC.
(name of firm)

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

Name and address of bidder: ACADIANA WASTE SERVICE-TX LLC. 16622 Highway 105 / PO Box 1136 Sour Lake, TX 77659

Fax: 337-289-1918 Telephone# 409-205-1310

by: Sharon McBee Title: General Manager
(print name)

Signature: Sharon McBee

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

this the 1st day of September, 2020

Chancie Deon Bailey
My Commission Expires
01/31/2023
ID No. 131675256

Notary Public in and for
the State of Texas

Bidder Shall Return Completed Form with Offer.

ACADWAS-01 EMH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/19/2020

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

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

PRODUCER Dwight Andrus Insurance 500 Dover Blvd. Ste. 110 Lafayette, LA 70503	CONTACT NAME: PHONE (A/C, No, Ext): (337) 981-7300 FAX (A/C, No): (337) 984-2166 E-MAIL ADDRESS: customerservice@andrus.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Crum & Forster Specialty Insurance Company	44520
INSURED Acadiana Waste Services, LLC P.O. Box 53426 Lafayette, LA 70505	INSURER B : Great Divide Insurance Company	25224
	INSURER C : Louisiana Workers' Comp. Corp.	22350
	INSURER D : Texas Mutual Insurance Co.	22945
	INSURER E :	
	INSURER F :	

COVERAGES 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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X CPL Includes TPL/NOD GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			EPK128453	10/19/2019	10/19/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG CONTRACTORS POL	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			BAP2019668-13	10/19/2019	10/19/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			EFX113567	10/19/2019	10/19/2020	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		158581	10/19/2019	10/19/2020	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Workers Compensation			0002009013	10/19/2019	10/19/2020	Limit	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
ACTUAL POLICY FORMS & ENDORSEMENTS ARE AVAILABLE UPON REQUEST FOR REVIEW

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

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

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

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AGENCY CUSTOMER ID: ACADWAS-01 EMH
LOC #: 1

ACORD

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Dwight Andrus Insurance	Acadiana Waste Services, LLC P.O. Box 53426 Lafayette, LA 70505
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

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

Description of Operations/Locations/Vehicles:
ADDENDUM TO CERTIFICATE OF INSURANCE: Any information contained in this Addendum is general and descriptive only. The Certificate of Insurance and this Addendum may not contain descriptions of any or all operations, locations, vehicles or exclusions. Please see policy forms and endorsements for specific coverages and exclusions.

General Liability Policy #DWA(ACADWAS-01)PKCL
- **EN0021 Commercial General Liability Occurrence Coverage Part**
- **EN0023 Contractors Pollution Liability Occurrence Coverage Part**
- **EN0109 Amended Waiver of Transfer of Rights of Recovery Against Others To Us Blanket when specifically required by written contract with the named insured.**
- **EN0111 Additional Insured – Owners, Lessees Or Contractors Blanket when specifically required by written contract with the named insured.**
- **EN0115 Additional Insured – Designated Person or Organization -Ongoing Operations Blanket when specifically required by written contract with the named insured.**
- **EN0119 Primary and Non-Contributory AI – Owners, Lessees or Contractors Blanket when specifically required by written contract with the named insured.**
- **EN0348 Primary & Non-Contributory Endorsement Blanket when specifically required by written contract with the named insured.**
- **EN0349 Waiver Of Transfer Of Rights Of Recovery Endorsement Blanket when specifically required by written contract with the named insured.**
- **EN0350 Additional Insured – Owners, Lessees Or Contractors – Completed Operations Endorsement Blanket when specifically required by written contract with the named insured.**
- **EN0351 Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization Endorsement Blanket when specifically required by written contract with the named insured.**
- **EN0411 Transportation Pollution Liability Scheduled Autos Endorsement - First $1M Limits, $5k Deductible**
- **EN0418 Regulated Non-Owned Disposal Site Coverage -Claims Made $1M Limits, $5k Deductible, Retro 10/19/16**

Automobile Policy #BAP2019668-13
- **MCS 90 01/2017 Endorsement for Motor Carrier Policies of Insurance for Public Liability Under Sections 29 and 30 of the Motor Carrier Act of 1980**
- **CA 00 01 10/2013 Business Auto Coverage Form**
- **BSUM CA 06 02/2013 Business Auto - Additional Insured When Required By Contract Or Agreement**
- **CA 04 44 10/2013 Waiver Of Transfer of Rights of Recovery Against Others To Us (Waiver of Subrogation)**
- **CA 04 49 11/2016 Primary And Noncontributory - Other Insurance Condition**
- **CA 99 48 10/2013 Pollution Liability - Broadened Coverage For Covered Autos - Business Auto And Motor Carrier Coverage Forms**

Workers Compensation Policy #158581
- **WC 00 03 13 Waiver of Our Right to Recover From Others Endorsement (Waiver of Subrogation) if required in a written contract prior to a loss**

Umbrella Policy #DWA(ACADWAS-01)UBCL
- **Commercial Umbrella Follow Form of Underlying policies: EN0152 Schedule of Underlying Insurance Endorsement**
- **EN0164 Excess Non-Contributory Other Insurance Condition Endorsement. Blanket when specifically required in a written contract with the named insured**

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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

ACADIANA WASTE SERVICES, LLC.

2 Business name/disregarded entity name, if different from above

ACADIANA WASTE SERVICES - TX, LLC.

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ S

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) See instructions.

PO BOX 53426

6 City, state, and ZIP code

LAFAYETTE, LA 70505

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–			–				

or

Employer identification number

4	5	–	5	0	0	9	2	8	1

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person** ▶ Sharon McBee | **Date** ▶ 1-20-2020

General Instructions

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

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

Purpose of Form

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

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

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

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

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE
Advertisement for Invitation for Bids

August 4, 2020

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 20-031/YS, Term Contract for Trash and Biomedical Waste Container Service for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, https://www.co.jefferson.tx.us/Purchasing/ or by calling 409-835-8593.**

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME: **Term Contract for Trash and Biomedical Waste Container Service for Jefferson County**

BID NO: **IFB 20-031/YS**

DUE DATE/TIME: **11:00 AM CT, Wednesday, September 2, 2020**

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

Any questions relating to these requirements should be directed to Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us.

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

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – August 5, 2020 and August 12, 2020

IFB 20-031/YS
Term Contract for Trash and Biomedical Waste Container Service for Jefferson County
Bids due: 11:00 AM CT, Wednesday, September 2, 2020

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Bid Submissions:

Bidder is responsible for submitting:

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

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

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

Instructions to Bidders

1. Bid Submission

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

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

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

Bidder shall submit bid in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope of 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 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 – 2020:

January 1	Wednesday	New Year's
January 20	Monday	Martin Luther King, Jr. Day
February 17	Monday	President's Day
April 10	Friday	Good Friday
May 25	Monday	Memorial Day
July 3	Friday	Independence Day
September 7	Monday	Labor Day
November 11	Wednesday	Veteran's Day
November 26 & 27	Thursday & Friday	Thanksgiving
December 24 & 25	Thursday & Friday	Christmas

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 a awarded a contract, Offeror may appear before the Commissioners' Court and

present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

10. Contract

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

11. Waiver of Subrogation

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

12. Fiscal Funding

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

13. Bid Results

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

14. Changes and Addenda to Bid Documents

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

15. Specifications

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

16. Delivery

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

17. Interpretation of Bid and/or Contract Documents

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

18. Currency

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

19. Pricing

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

20. Notice to Proceed/Purchase Order

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

21. Certification

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

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

22. Definitions

"County" – Jefferson County, Texas.

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

23. Minority-Women Business Enterprise Participation

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

General Conditions of Bidding and Terms of Contract

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

1. Bidding

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.20 Confidential/Proprietary Information

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

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

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

2. Performance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Purchase Orders and Payment

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

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

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

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

4. Contract

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-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 will all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

P. NO OBLIGATION BY FEDERAL GOVERNMENT

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

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

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

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.
Vendors must enter the required information on Form 1295, and print a copy of the completed form.
The form will include a certification of filing that will contain a unique certification number.

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

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

4. Multiple Vendor Award

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

5. Delivery

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

6. Payment

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

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

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

7. Usage Reports

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

8. Insurance

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

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

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

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

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations	$1,000,000
Excess Liability	$1,000,000

Property Insurance (policy below that is applicable to this project):
Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (See Section 9 Below)

9. Workers' Compensation Insurance

9.1 Definitions:

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

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

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

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

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

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

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

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

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

9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.

9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us regarding any questions or comments. Please reference bid number 20-031/YS.

Scope

Contract shall be in effect for an initial period of one (1) year **beginning on or about the date of award**, with an option to renew for up to four (4) additional years.

Specific pickup schedules and container locations shall be coordinated with the department heads for each location requiring trash container service. Contractor shall respond to request for changes in pickups and containers with one (1) business day.

Contractor shall furnish containers as required, collect and remove from County premises, transport to treatment and/or disposal facility, and treat and/or dispose of all waste deposited into containers.

Contractor shall maintain bulk containers, and shall exercise reasonable care to keep the County's service areas neat and clean. Maintenance or repairs necessitated by the County's misuse or accident shall not be the responsibility of the successful bidder.

Contractor shall furnish containers as required, collect and remove from County premises, transport to treatment and/or disposal facility, and treat and/or dispose of all biomedical waste container waste and sharps generated by the County and deposited into the containers.

Modification of contract price shall be allowed only on the anniversary date of the contract. Prices throughout the initial one (1) year term shall remain firm/fixed. Written requests for price revisions after the first year shall be submitted in advance to the Jefferson County Purchasing Department. Requests shall be based upon and include documentation of the actual change in cost of components, e.g., dumping fees, involved in the contract. Price increase shall not include overhead or profit. The County reserves the right to reject any price increase and/or to terminate the contract.

Vendor shall invoice "per location", with the location name and address included on invoice.

Bidder Information Form

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

Bid Name & Number: Trash and Biomedical Waste Container Service for Jefferson County (IFB 20-013/YS)

Bidder's Company/Business Name: Acadiana Waste Services – TX, LLC.

Bidder's TAX ID Number: 45-5009281

Contact Person: Sharon McBee **Title:** General Manager

Phone Number (with area code): 409-781-6841

Alternate Phone Number if available (with area code): 409-205-1310

Fax Number (with area code): 337-289-1918

Email Address: sharon@acadianawaste.com

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

PO Box 1136 / 16622 Highway 105
Address
Sour Lake, TX 77659-4808
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:

Acadiana Waste Services-Tx LLC.
Company Name

16622 Hwy 105/PO Box 1136
Address

Sour Lake, TX 77659
City State Zip

Sharon McBee
Signature of Person Authorized to Sign

Sharon McBee
Printed Name

General Manager
Title

For clarification of this offer, contact:

Sharon McBee
Name

409-781-6841 / 337-289-1918
Phone Fax

sharon@acadianawaste.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Trash and Biomedical Waste Container Service 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. 20-031/YS, Term Contract for Trash and Biomedical Waste Container Service for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Item I. Standard Waste Containers (10 cubic yards & under)

Waste containers shall be provided and serviced by the successful bidder.

Location	Qty	Capacity	Frequency of Service	Price per Container per Month
Jack Brooks Regional Airport - Main Terminal Highway 69 South, Nederland TX Contact: Duke Youmans 409-719-4961	2	8 cu yd	1 day per week	**$183.59**
Jefferson County Airport - Fuel Service Highway 69 South, Nederland TX Contact: Duke Youmans 409-719-4961	1	8 cu yd	1 day per week	**$91.80**
Jefferson County Airport - Maintenance Shop Highway 69 South, Nederland TX Contact: Duke Youmans 409-719-4961	1	8 cu yd	1 day per week	**$91.80**
Jefferson County Annex I 215 Franklin Street, Beaumont TX Contact: Greg Kelle r 409-835-8511	1	10 cu yd	5 days per week	**$573.73**
Jefferson County Annex II 1295 Pearl Street, Beaumont TX Contact: Greg Keller 409-835-8511	1	10 cu yd	5 days per week	**$573.73**
Jefferson County Annex IV 820 Neches, Beaumont TX Contact: Greg Keller 409-835-8511	1	10 cu yd	5 days per week	**$573.73**
Jefferson County Correctional Facility 5030 Highway 69 South, Beaumont TX Contact: Chief John Shauberger 409-726-2520	1	4 cu yd	2 days per week	**$91.80**
Jefferson County Mosquito Control District 8905 First Street, Beaumont TX Contact: Denise Wheeler 409-719-5940	1	8 cu yd	1 day per week	**$91.80**
Jefferson County Women's Center 145 South 11th Street, Beaumont TX Contact: Kim Atkins 409-434-5470	1	10 cu yd	1 day per week	**$114.75**
Jefferson County Service Center 7789 Viterbo Road, Beaumont TX Contact: Jose Zurita 409-719-5937	1	8 cu yd	1 day per week	**$114.75**
Jefferson County Precinct #1 Service Center 20205 West Highway 90, China TX Contact: Paul Truax 409-434-5430	1	4 cu yd	1 day per week	**$45.90**
Jefferson County Precinct #2 Service Center 7759 Viterbo Road, Beaumont TX Contact: Mike Trahan 409-727-2173	1	8 cu yd	1 day per week	**$91.80**
Mid-County Tax Office 7759 Viterbo Road, Beaumont TX Contact: Mike Trahan 409-727-2173	1	8 cu yd	1 day per week	**$91.80**

Item I. Standard Waste Containers (10 cubic yards & under) (continued)

Waste containers shall be provided and serviced by the successful bidder.

Location	Qty	Capacity	Frequency of Service	Price per Container per Month
Jefferson County Precinct #4 Justice of the Peace 19217 FM 365, Beaumont TX Contact: Lynette Hensley 409-434-5460	1	6 cu yd	1 day per week	**$68.85**
Jefferson County Precinct #4 Service Center 7780 Boyt Road, Beaumont TX Contact: Kenneth Minkins 409-434-5400	1	4 cu yd	2 days per week	**$91.80**
Minnie Rogers Juvenile Justice Center 5326 Highway 69 South, Beaumont TX Contact Chief Ed Cockrell 409-722-7474	1	10 cu yd	5 days per week	**$573.73**
Ben J. Rogers Regional Visitors Center 5055 IH-10 South, Beaumont TX Contact: Kathi Hughes 409-842-0500	1	8 cu yd	1 day per week	**$91.80**
Jefferson County Sheriff's Department - Narcotics 4640 Hangar Drive, Beaumont TX Contact: Major Clay Woodward 409-726-2950	1	4 cu yd	1 day per week	**$45.90**
Jefferson County Precinct #3 Stockpile 24420 Highway 124, Hamshire TX Contact: Kimberly Moles 409-736-2851	1	4 cu yd	1 day per week	**$45.90**
Jefferson County Correctional Facility Gate #3, 5030 Highway 69 South, Beaumont TX Contact: Chief John Shauberger 409-726-2520	1	10 cu yd	6 days per week	**$688.47**
			PER MONTH	**$4,337.36**

Item II. Standard Waste Containers (Roll-Off)

Waste Containers shall be provided and serviced by the successful bidder.

Location	Qty	Capacity	Frequency of Service	Price per Haul
Jack Brooks Regional Airport - Maintenance Shop Highway 69 South, Nederland TX Contact: Duke Youmans 409-719-4961	1	30 cu yd	will call	**Delivery: $100.00 each.** **30 yd Price Per Haul $385.00**
Jefferson County Correctional Facility 5030 Highway 69 South, Nederland TX Contact: Chief John Shauberger 409-726-2520	1	40 cu yd	will call	**Delivery: $100.00 each.** **40 yd Price per Haul $420.00**
Ford Park Baseball Fields 5115 IH-10 South, Beaumont TX Contact: Claudio Oliveira 409-951-5401	2	20 cu yd	will call	**Delivery: $107.00 each.** **20 yd Price Per Haul $347.75**

Item III. Compactor (Roll-Off)

County shall provide one (1) self-contained compactor, approximately 30 cubic yard capacity. Successful bidder shall transport this compactor to and from Ford Park Arena and disposal facility and shall treat and/or dispose of all compacted waste into this container.

Location	Qty	Capacity	Frequency of Service	Price per Haul
Ford Park Arena 5115 IH-10 South, Beaumont TX Contact: Claudio Oliveira 409-951-5401	1	30 cu yd	will call	**Delivery: $100.00 each.** **30 yd Price Per Haul $385.00**

Item IV. Biomedical Waste Containers

Biomedical waste containers shall be provided and serviced by the successful bidder. Price of boxes and liners shall be included in bid price.

Location	Qty	Price per Container per Haul	Price per Container per Month
Public Health Department - Unit I (Beaumont) 1295 Pearl Street, Beaumont TX Contact: Rachel Dragulski 409-835-8380	1	N/A	
Public Health Department - Unit II (Port Arthur) 800 Fourth Street, Port Arthur TX Contact: Vickie McIntyre 409-983-8380	1	N/A	
Jefferson County Regional Crime Lab 5030 Highway 69 South, Suite 500, Beaumont TX Contact: Julie Hannon 409-726-2577	6	N/A	
Jefferson County Employee Health 1225 Pearl Street, Suite 146-A, Beaumont TX Contact: Leslie Little 409-784-5881	1	N/A	
Community Supervision - Port Arthur 800 Fourth Street, Port Arthur TX Contact: Jerry Johnson 409-951-2200	1	N/A	
Community Supervision - Beaumont 820 Neches, Beaumont TX Contact: Jerry Johnson 409-951-2200	1	N/A	
Jefferson County Women's Center 145 South 11th Street, Beaumont TX Contact: Kim Atkins 409-434-5470	1	N/A	
Minnie Rogers Juvenile Justice Center 5326 Highway 69 South, Beaumont TX Contact: Chief Ed Cockrell 409-722-7474	1	N/A	
Juvenile Justice - Port Arthur 900 Fourth Street, Port Arthur TX Contact: Chief Ed Cockrell 409-722-7474	1	N/A	
Jefferson County Correctional Facility - Property Division 5030 Highway 69 South, Beaumont TX Contact: Emily Beaugh 409-726-2500	1 will call/as needed	N/A	

Item IV. Biomedical Waste Containers (continued)

Biomedical waste containers shall be provided and serviced by the successful bidder. Price of boxes and liners shall be included in bid price.

Location	Qty	Price per Container per Haul	Price per Container per Month
Jack Brooks Regional Airport, Main Terminal 6000 Airline Drive, Beaumont TX Contact: Elisabeth Landry 409-719-4950	1 will call/as needed	N/A	
Jack Brooks Regional Airport, Jerry Ware Terminal 5000 Jerry Ware Drive, Beaumont TX Contact: Elisabeth Landry 409-719-4950	1 will call/as needed	N/A	

Item V. Pharmaceutical Container Disposal

Location	Qty	Price per Container per Haul
Public Health Deparment - Unit I (Beaumont) 1295 Pearl Street, Beaumont TX Contact: Rachel Dragulski 409-835-8380	1	N/A
Public Health Department - Unit II (Port Arthur) 800 Fourth Street, Port Arthur TX Contact: Vickie McIntyre 409-983-8380	1	N/A
Jefferson County Employee Health 1225 Pearl Street, Suite 146-A, Beaumont TX Contact: Leslie Little 409-784-5881	1	N/A
Minnie Rogers Juvenile Justice Center 5326 Highway 69 South, Beaumont TX Contact: Chief Ed Cockrell	1	N/A
Juvenile Justice - Port Arthur 900 Fourth Street, Port Arthur TX Contact: Chief Ed Cockrell 409-983-8370	1	N/A

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form with Offer.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: City of Sour Lake

Address: 625 Highway 105 West Sour Lake, TX 77659

Contact Person and Title: Jack Provost - City Manager

Phone: 409-287-3573 Fax:

Email Address: jprovost@cityofsourlake.com Contract Period: 5 year and successive 5 years

Scope of Work: Exclusive Contract to Service Residential, Commercial and Rolloff within City

REFERENCE TWO

Government/Company Name: Hardin-Jefferson ISD

Address: 520 W. Herring Street Sour Lake, TX 77659

Contact Person and Title: Randy O'Bannion - Maintenance Director

Phone: 409-284-3701 Fax:

Email Address: randyobannion@hjisd.net Contract Period: 3 year

Scope of Work: Service Commercial and Rolloff Waste within the School District

REFERENCE THREE

Government/Company Name: Tri-Con, Inc.

Address: 7076 W. Port Arthur Road Beaumont, TX 77705

Contact Person and Title: Ron Nicklas - Operations Manager

Phone: 409-835-2237 Fax:

Email Address: ronnicklas@triconinc.org Contract Period: 3 years

Scope of Work: Service Commercial and Rolloff Waste for 16 locations

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~~ ☒ ND

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.

Acadiana Waste Services – TX, LLC.	Sharon McBee
Bidder (Entity Name)	Signature
16622 Hwy 105/PO Box 1136	Sharon McBee
Street & Mailing Address	Print Name
Sour Lake, TX 77659	9/1/2020
City, State & Zip	Date Signed
409-781-6841	337-289-1918
Telephone Number	Fax Number
sharon@acadianawaste.com	
E-mail Address	

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

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.**

NONE

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 N/A

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 N/A

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 N/A

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

4

Sharon McBee

Signature of vendor doing business with the governmental entity

09-01-2020

Date

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer
Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

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.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

N/A

2 **Office Held**

N/A

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

N/A

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

N/A

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift N/A

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

N/A

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.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____ _____ _____
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 . . .

O Yes	O 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?
O Yes	O No	2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
O Yes	O 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)?
O Yes	O No	4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?
O Yes	O No	5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
O Yes	O 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.

Sharon McBee
Printed Name of Authorized Representative

Sharon McBee
Signature

General Manager
Title

09-01-2020
Date

We do not use subcontractors to service Commercial Waste

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: _____

Sharon McBee	Sharon McBee	09-01-2020
Printed Name of Contractor Representative	Signature of Representative	Date
N/A		
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

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

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

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: N/A

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: N/A
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

Subcontractor Name: _____

Address: N/A
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: N/A
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): Sharon McBee

Title: General Manager

Signature: Sharon McBee

Date: 9-1-2020

E-mail address: SHARON@ACADIANAWASTE.COM

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

Name (print or type): _____

Title: N/A

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 Acadiana Waste Services-TX LLC[company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

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

Taxpayer Identification Number (T.I.N.):	**45-5009281**
Company Name submitting bid/proposal:	**Acadiana Waste Services – TX, LLC.**
Mailing address:	**PO Box 1136 Sour Lake, TX 77659**
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**
N/A	**N/A**

* 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, Sharon McBee, the undersigned representative of (company or business name) Acadiana Waste Services – TX, LLC. (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

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

Sharon McBee
Signature of Company Representative

9-1-2020
Date

On this 1st day of September, 2020, personally appeared

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

Notary Seal

Chancie Deon Bailey
My Commission Expires
01/31/2023
ID No. 131875256

Chancie Deon Bailey
Notary Signature

9-1-2020
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.

Acadiana Waste Services – TX, LLC.
Company Name

IFB 20-031/YS
IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

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

STATE OF TEXAS COUNTY OF HARDIN

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

on this day personally appeared Sharon McBee (name), who

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

"I, Sharon McBee (name) am a duly authorized officer of/agent

for Acadiana Waste Services-TX LLC (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Acadiana Waste Services-Tx LLC. (name of firm)

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

Name and address of bidder: ACADIANA WASTE SERVICE-TX LLC. 16622 Highway 105 / PO Box 1136 Sour Lake, TX 77659

Fax: 337-289-1918 Telephone# 409-205-1310

by: Sharon McBee (print name) Title: General Manager

Signature: Sharon McBee

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

this the 1st day of September, 2020.

Chancie Deon Bailey
My Commission Expires
01/31/2023
ID No. 131875256

Notary Public in and for the State of Texas

Bidder Shall Return Completed Form with Offer.

ACADIANA WASTE SERVICES – TX, LLC.
P.O. BOX 1136 / 16622 HIGHWAY 105
SOUR LAKE, TEXAS 77659

rec 9/2/2020
10:41 am YSauer

JEFFERSON COUNTY PURCHASING DEPARTMENT
ATTN: PURCHASING DEPARTMENT
1149 PEARL STREET, 1ST FLOOR
BEAUMONT, TX 77701

SEALED BID

BID NAME: TERM CONTRACT FOR TRASH AND BIOMEDICAL WASTE CONTAINER SERVICE FOR JEFFERSON COUNTY

BID NUMBER: IFB 20-031/YS

DUE DATE/TIME: 11:00 AM CT, WEDNESDAY, SEPTEMBER 2, 2020

BID OPENING TIME: 2:00 P.M. (CST)

PURCHASING AGENT: Yea-Mei Sauer

AWS-TX
ACADIANA WASTE SERVICES
Sharon McBee
16622 Highway 105 • P.O. Box 1136
Sour Lake, TX 77659
Office: 409-208-1310
Cell: 409-781-6841
sharon@acadianawaste.com
Acadiana Waste Services-TX

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE
Advertisement for Invitation for Bids

August 4, 2020

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 20-031/YS, Term Contract for Trash and Biomedical Waste Container Service for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, https://www.co.jefferson.tx.us/Purchasing/ or by calling 409-835-8593.**

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:	**Term Contract for Trash and Biomedical Waste Container Service for Jefferson County**
BID NO:	**IFB 20-031/YS**
DUE DATE/TIME:	**11:00 AM CT, Wednesday, September 2, 2020**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, Texas 77701**

Any questions relating to these requirements should be directed to Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us.

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

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – August 5, 2020 and August 12, 2020

IFB 20-031/YS
Term Contract for Trash and Biomedical Waste Container Service for Jefferson County
Bids due: 11:00 AM CT, Wednesday, September 2, 2020

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Bid Submissions:

Bidder is responsible for submitting:

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

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

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

Instructions to Bidders

1. Bid Submission

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

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

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

Bidder shall submit bid in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope of 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 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 – 2020:

January 1	Wednesday	New Year's
January 20	Monday	Martin Luther King, Jr. Day
February 17	Monday	President's Day
April 10	Friday	Good Friday
May 25	Monday	Memorial Day
July 3	Friday	Independence Day
September 7	Monday	Labor Day
November 11	Wednesday	Veteran's Day
November 26 & 27	Thursday & Friday	Thanksgiving
December 24 & 25	Thursday & Friday	Christmas

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 a awarded a contract, Offeror may appear before the Commissioners' Court and

present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

10. Contract

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

11. Waiver of Subrogation

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

12. *Fiscal Funding*

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

13. Bid Results

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

14. Changes and Addenda to Bid Documents

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

15. Specifications

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

16. Delivery

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

17. Interpretation of Bid and/or Contract Documents

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

18. Currency

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

19. Pricing

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

20. Notice to Proceed/Purchase Order

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

21. Certification

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

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

22. Definitions

"County" – Jefferson County, Texas.

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

23. Minority-Women Business Enterprise Participation

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

General Conditions of Bidding and Terms of Contract

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

1. Bidding

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.20 Confidential/Proprietary Information

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

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

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

2. Performance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Purchase Orders and Payment

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

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

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

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

4. Contract

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

M. ACCESS TO RECORDS

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

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

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

N. SEAL, LOGO AND FLAGS

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

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

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

P. NO OBLIGATION BY FEDERAL GOVERNMENT

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

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

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

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.
Vendors must enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

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

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

4. Multiple Vendor Award

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

5. Delivery

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

6. Payment

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

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

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

7. Usage Reports

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

8. Insurance

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

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

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

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

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations	$1,000,000
Excess Liability	$1,000,000

Property Insurance (policy below that is applicable to this project):
Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (See Section 9 Below)

9. Workers' Compensation Insurance

9.1 Definitions:

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

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

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

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

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

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

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

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

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

9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.

9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us regarding any questions or comments. Please reference bid number 20-031/YS.

Scope

Contract shall be in effect for an initial period of one (1) year **beginning on or about the date of award**, with an option to renew for up to four (4) additional years.

Specific pickup schedules and container locations shall be coordinated with the department heads for each location requiring trash container service. Contractor shall respond to request for changes in pickups and containers with one (1) business day.

Contractor shall furnish containers as required, collect and remove from County premises, transport to treatment and/or disposal facility, and treat and/or dispose of all waste deposited into containers.

Contractor shall maintain bulk containers, and shall exercise reasonable care to keep the County's service areas neat and clean. Maintenance or repairs necessitated by the County's misuse or accident shall not be the responsibility of the successful bidder.

Contractor shall furnish containers as required, collect and remove from County premises, transport to treatment and/or disposal facility, and treat and/or dispose of all biomedical waste container waste and sharps generated by the County and deposited into the containers.

Modification of contract price shall be allowed only on the anniversary date of the contract. Prices throughout the initial one (1) year term shall remain firm/fixed. Written requests for price revisions after the first year shall be submitted in advance to the Jefferson County Purchasing Department. Requests shall be based upon and include documentation of the actual change in cost of components, e.g., dumping fees, involved in the contract. Price increase shall not include overhead or profit. The County reserves the right to reject any price increase and/or to terminate the contract.

Vendor shall invoice "per location", with the location name and address included on invoice.

Bidder Information Form

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

Bid Name & Number: Trash and Biomedical Waste Container Service for Jefferson County (IFB 20-013/YS)

Bidder's Company/Business Name: Clean Harbors Environmental Services, Inc.

Bidder's TAX ID Number: 04-2698999

Contact Person: Denise K. Ronquille-Bell **Title:** Sales Representative Healthcare

Phone Number (with area code): 409-218-9440

Alternate Phone Number if available (with area code):

Fax Number (with area code): 281-884-5593

Email Address: ronquille-bell.denise@cleanharbors.com

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

500 Independence Parkway S.
Address

La Porte, TX 77571
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:

Clean Harbors Environmental Services, Inc.
Company Name

500 Independence Parkway S.
Address

La Porte, TX 77571
City State Zip

Signature of Person Authorized to Sign

Denise K. Ronquille-Bell
Printed Name

Sales Representative Healthcare
Title

For clarification of this offer, contact:

Denise K. Ronquille-Bell
Name

409-218-9440 281-884-5593
Phone Fax

ronquille-bell.denise@cleanharbors.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Trash and Biomedical Waste Container Service 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. 20-031/YS, Term Contract for Trash and Biomedical Waste Container Service for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Item I. Standard Waste Containers (10 cubic yards & under)

Waste containers shall be provided and serviced by the successful bidder.

Location	Qty	Capacity	Frequency of Service	Price per Container per Month
Jack Brooks Regional Airport - Main Terminal Highway 69 South, Nederland TX Contact: Duke Youmans 409-719-4961	2	8 cu yd	1 day per week	
Jefferson County Airport - Fuel Service Highway 69 South, Nederland TX Contact: Duke Youmans 409-719-4961	1	8 cu yd	1 day per week	
Jefferson County Airport - Maintenance Shop Highway 69 South, Nederland TX Contact: Duke Youmans 409-719-4961	1	8 cu yd	1 day per week	
Jefferson County Annex I 215 Franklin Street, Beaumont TX Contact: Greg Kelle r 409-835-8511	1	10 cu yd	5 days per week	
Jefferson County Annex II 1295 Pearl Street, Beaumont TX Contact: Greg Keller 409-835-8511	1	10 cu yd	5 days per week	
Jefferson County Annex IV 820 Neches, Beaumont TX Contact: Greg Keller 409-835-8511	1	10 cu yd	5 days per week	
Jefferson County Correctional Facility 5030 Highway 69 South, Beaumont TX Contact: Chief John Shauberger 409-726-2520	1	4 cu yd	2 days per week	
Jefferson County Mosquito Control District 8905 First Street, Beaumont TX Contact: Denise Wheeler 409-719-5940	1	8 cu yd	1 day per week	
Jefferson County Women's Center 145 South 11th Street, Beaumont TX Contact: Kim Atkins 409-434-5470	1	10 cu yd	1 day per week	
Jefferson County Service Center 7789 Viterbo Road, Beaumont TX Contact: Jose Zurita 409-719-5937	1	8 cu yd	1 day per week	
Jefferson County Precinct #1 Service Center 20205 West Highway 90, China TX Contact: Paul Truax 409-434-5430	1	4 cu yd	1 day per week	
Jefferson County Precinct #2 Service Center 7759 Viterbo Road, Beaumont TX Contact: Mike Trahan 409-727-2173	1	8 cu yd	1 day per week	
Mid-County Tax Office 7759 Viterbo Road, Beaumont TX Contact: Mike Trahan 409-727-2173	1	8 cu yd	1 day per week	

Item I. Standard Waste Containers (10 cubic yards & under) (continued)

Waste containers shall be provided and serviced by the successful bidder.

Location	Qty	Capacity	Frequency of Service	Price per Container per Month
Jefferson County Precinct #4 Justice of the Peace 19217 FM 365, Beaumont TX Contact: Lynette Hensley 409-434-5460	1	6 cu yd	1 day per week	
Jefferson County Precinct #4 Service Center 7780 Boyt Road, Beaumont TX Contact: Kenneth Minkins 409-434-5400	1	4 cu yd	2 days per week	
Minnie Rogers Juvenile Justice Center 5326 Highway 69 South, Beaumont TX Contact Chief Ed Cockrell 409-722-7474	1	10 cu yd	5 days per week	
Ben J. Rogers Regional Visitors Center 5055 IH-10 South, Beaumont TX Contact: Kathi Hughes 409-842-0500	1	8 cu yd	1 day per week	
Jefferson County Sheriff's Department - Narcotics 4640 Hangar Drive, Beaumont TX Contact: Major Clay Woodward 409-726-2950	1	4 cu yd	1 day per week	
Jefferson County Precinct #3 Stockpile 24420 Highway 124, Hamshire TX Contact: Kimberly Moles 409-736-2851	1	4 cu yd	1 day per week	
Jefferson County Correctional Facility Gate #3, 5030 Highway 69 South, Beaumont TX Contact: Chief John Shauberger 409-726-2520	1	10 cu yd	6 days per week	

Item II. Standard Waste Containers (Roll-Off)

Waste Containers shall be provided and serviced by the successful bidder.

Location	Qty	Capacity	Frequency of Service	Price per Haul
Jack Brooks Regional Airport - Maintenance Shop Highway 69 South, Nederland TX Contact: Duke Youmans 409-719-4961	1	30 cu yd	will call	
Jefferson County Correctional Facility 5030 Highway 69 South, Nederland TX Contact: Chief John Shauberger 409-726-2520	1	40 cu yd	will call	
Ford Park Baseball Fields 5115 IH-10 South, Beaumont TX Contact: Claudio Oliveira 409-951-5401	2	20 cu yd	will call	

Item III. Compactor (Roll-Off)

County shall provide one (1) self-contained compactor, approximately 30 cubic yard capacity. Successful bidder shall transport this compactor to and from Ford Park Arena and disposal facility and shall treat and/or dispose of all compacted waste into this container.

Location	Qty	Capacity	Frequency of Service	Price per Haul
Ford Park Arena 5115 IH-10 South, Beaumont TX Contact: Claudio Oliveira 409-951-5401	1	30 cu yd	will call	

Item IV. Biomedical Waste Containers

Biomedical waste containers shall be provided and serviced by the successful bidder. Price of boxes and liners shall be included in bid price.

Location	Qty	Price per Container per Haul	Price per Container per Month
Public Health Department - Unit I (Beaumont) 1295 Pearl Street, Beaumont TX Contact: Rachel Dragulski 409-835-8380	1	$32.00	$32.00
Public Health Department - Unit II (Port Arthur) 800 Fourth Street, Port Arthur TX Contact: Vickie McIntyre 409-983-8380	1	$32.00	$32.00
Jefferson County Regional Crime Lab 5030 Highway 69 South, Suite 500, Beaumont TX Contact: Julie Hannon 409-726-2577	6	$32.00	$192.00
Jefferson County Employee Health 1225 Pearl Street, Suite 146-A, Beaumont TX Contact: Leslie Little 409-784-5881	1	$32.00	$32.00
Community Supervision - Port Arthur 800 Fourth Street, Port Arthur TX Contact: Jerry Johnson 409-951-2200	1	$32.00	$32.00
Community Supervision - Beaumont 820 Neches, Beaumont TX Contact: Jerry Johnson 409-951-2200	1	$32.00	$32.00
Jefferson County Women's Center 145 South 11th Street, Beaumont TX Contact: Kim Atkins 409-434-5470	1	$32.00	$32.00
Minnie Rogers Juvenile Justice Center 5326 Highway 69 South, Beaumont TX Contact: Chief Ed Cockrell 409-722-7474	1	$32.00	$32.00
Juvenile Justice - Port Arthur 900 Fourth Street, Port Arthur TX Contact: Chief Ed Cockrell 409-722-7474	1	$32.00	$32.00
Jefferson County Correctional Facility - Property Division 5030 Highway 69 South, Beaumont TX Contact: Emily Beaugh 409-726-2500	1 will call/as needed	$32.00	$32.00

Item IV. Biomedical Waste Containers (continued)

Biomedical waste containers shall be provided and serviced by the successful bidder. Price of boxes and liners shall be included in bid price.

Location	Qty	Price per Container per Haul	Price per Container per Month
Jack Brooks Regional Airport, Main Terminal 6000 Airline Drive, Beaumont TX Contact: Elisabeth Landry 409-719-4950	1 will call/as needed	$32.00	$32.00
Jack Brooks Regional Airport, Jerry Ware Terminal 5000 Jerry Ware Drive, Beaumont TX *Contact: Elisabeth Landry 409-719-4950*	1 will call/as needed	$32.00	$32.00

Item V. Pharmaceutical Container Disposal

Location	Qty	Price per Container per Haul
Public Health Deparment - Unit I (Beaumont) 1295 Pearl Street, Beaumont TX Contact: Rachel Dragulski 409-835-8380	1	$53.00
Public Health Department - Unit II (Port Arthur) 800 Fourth Street, Port Arthur TX Contact: Vickie McIntyre 409-983-8380	1	$53.00
Jefferson County Employee Health 1225 Pearl Street, Suite 146-A, Beaumont TX Contact: Leslie Little 409-784-5881	1	$53.00
Minnie Rogers Juvenile Justice Center 5326 Highway 69 South, Beaumont TX Contact: Chief Ed Cockrell	1	$53.00
Juvenile Justice - Port Arthur 900 Fourth Street, Port Arthur TX Contact: Chief Ed Cockrell 409-983-8370	1	$53.00

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Type text here

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: Harris Health Systems

Address: 9240 Kirby Drive, Houston TX 77054

Contact Person and Title: Chip Whitten- Administrative Director

Phone: 713-634-1462 Fax:

Email Address: chip.whitten@harrishealth.org Contract Period: 2018-Present

Scope of Work: Regulated and COVID Medical Waste, Pharmaceutical Waste and Chemical Waste Services for all offsites and hospital locations. Insite Program for 3 Harris County Hospitals.

REFERENCE TWO

Government/Company Name: Harris County Public Health

Address: 2223 W. Loop South, Houston TX 77027

Contact Person and Title: Alexandra Selihov- Public Health Manager

Phone: 832-927-7533 Fax:

Email Address: alexandra.selihov@phs.hctx.net Contract Period: 2018-Present

Scope of Work: Regulated and COVID Medical Waste, Pharmacutical Waste Services for all offsite locations.

REFERENCE THREE

Government/Company Name: City of Sugarland Fire Department

Address: 10405 Corporate Dr. , Sugarland, TX 77478

Contact Person and Title: Herc Meier - Lieutenant

Phone: 281-275-2177 Fax:

Email Address: gmeier@sugarlandtx.gov Contract Period: 2019-Present

Scope of Work: Regulated Medical Waste Services

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.

Clean Harbors Environmental Services, Inc.	Denise K. Ronquille-Bell
Bidder (Entity Name)	Signature
500 Independence Parkway S.	Denise K. Ronquille-Bell
Street & Mailing Address	Print Name
La Porte, TX 77571	8/24/20
City, State & Zip	Date Signed
409-218-9440	281-884-5593
Telephone Number	Fax Number
ronquille-bell.denise@cleanharbors.com	
E-mail Address	

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

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.**

Clean Harbors Environmental Services, Inc.

2 [X] **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.**

None

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? None

[ ] 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.

N/A

4

Signature of vendor doing business with the governmental entity

8/20/20

Date

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer
Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

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.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

None

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____ _____ _____
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.

Denise K. Ronquille-Bell
Printed Name of Authorized Representative

D Ronquille-Bell
Signature

Sales Representative Healthcare
Title

8/24/20
Date

Bidder Shall Return Completed Form with Offer.

Clean Harbors

Good Faith Effort-If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

Clean Harbors Environmental Services will utilize an Autoclave for stem sterilization for medical waste thru the sub contractor MedSharps who is not a HUB vendor. Because this item is a high priced item it's very difficult to find a HUB vendor to work with that would own an Autoclave for sterilization.

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: Clean Harbors Environmental Services, Inc. HUB: p Yes p No

Address: 500 Independence Parkway S. La Porte, TX 77571
Street City State Zip

Phone (with area code): 409-218-9440 Fax (with area code): _____

Project Title & No.: Jefferson County Regulated Medical Waste Contract

Prime Contract Amount: $ 17,140.00

HUB Subcontractor Name: NONE

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: _____

Denise K. Ronquille-Bell		8/24/2020
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

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: Clean Harbors Environmental Services, Inc. HUB: ☐ Yes ☒ No

HUB Status (Gender & Ethnicity): None

Address: 500 Independence Parkway S. (Street) La Porte, TX 77571 (City, State, Zip)

Phone (with area code): 409-218-9440 Fax (with area code): 281-884-5593

Project Title & No.: Regulated Medical Waste Services IFB/RFP No.: _____

Total Contract: $ $17,140.00 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: None

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

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet **(Duplicate as Needed)**

HUB Subcontractor Name: None

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: None

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

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:

- [x] All subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- [ ] HUBs were solicited but did not respond.
- [ ] HUBs solicited were not competitive.
- [x] HUBs were unavailable for the following trade(s): Regulated Medical Waste Services
- [ ] 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: MedSharps

Address: 17340 Ball N. Dr. (Street) Schertz, TX 78154 (City, State, Zip)

Contact person: Dave Moad Title: Director of Operations

Phone (with area code): 210-872-5356 Fax (with area code): _____

Proposed Subcontract Amount: $ 8000.00 Percentage of Prime Contract: 46 %

Description of Subcontract Work to be Performed: Disposal

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

Subcontractor Name: None

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: None

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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): Denise K. Ronquille-Bell

Title: Sales Representative Healthcare

Signature: Denise K. Ronquille-Bell

Date: 8/24/20

E-mail address: ronquille-bell.denise@cleanharbors.com

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

Name (print or type): Clean Harbors Environmental Services, Inc.

Title: Accounts Receivable

Date: 8/24/20

E-mail address: accountsreceivable@cleanharbors.com

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

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

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

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

☒ I certify that Clean Harbors Environmental Services, Inc. [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

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

Taxpayer Identification Number (T.I.N.):	04-2698999
Company Name submitting bid/proposal:	Clean Harbors Environmental Services, Inc.
Mailing address:	500 Independence Parkway S. La Porte, TX 77571
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, Denise K. Ronquille-Bell, the undersigned representative of (company or business name) Clean Harbors Environmental Services, Inc.
(heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

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

Signature of Company Representative

8/24/20
Date

On this 24 day of August, 20 20, personally appeared

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

Notary Seal

MARY BARNETT
NOTARY PUBLIC - STATE OF TEXAS
ID# 446600-9
COMM. EXP. 06-29-2024

Notary Signature

8-24-2020
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.

Clean Harbors Environmental Services, Inc.

Company Name

IFB 20-031/YS

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

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

STATE OF Texas COUNTY OF Jefferson

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

on this day personally appeared Denise K. Ronquille-Bell (name), who

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

"I, Denise K. Ronquille-Bell (name) am a duly authorized officer of/agent

for Clean Harbors Environmental Services, Inc. (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Clean Harbors Environmental Services, Inc. (name of firm).

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

Name and address of bidder: Clean Harbors Environmental Services, Inc.

500 Independence Parkway S. La Porte, TX 77571

Fax: 281-884-5593 Telephone# 409-218-9440

by: Denise K. Ronquille-Bell (print name) Title: Sales Representative Healthcare

Signature: Denise K. Ronquille-Bell

SUBSCRIBED AND SWORN to before me by the above-named Denise Ronquille-Bell on

this the 24 day of August, 20 20

Mary Barnett
Notary Public in and for
the State of TX

MARY BARNETT
NOTARY PUBLIC - STATE OF TEXAS
ID# 446600-9
COMM. EXP. 06-29-2024

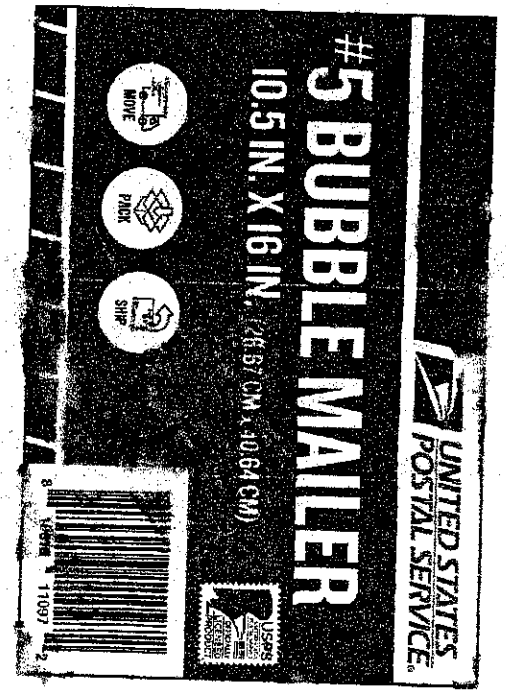
Bidder Shall Return Completed Form with Offer.

199

Rec. 8/31/2020 10:55 AM
Ufaner

Jefferson County Purchasing Dept.
Attn: Deborah Clark
"Sealed Bid"
Term Contract for Trash & Biomedical Waste Container Services for Jefferson County
Bid No: IFB 20-031/YS

Clean Harbors Environmental Services
500 Independence Parkway S.
La Porte, Tx 77571



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE
Advertisement for Invitation for Bids

August 4, 2020

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 20-031/YS, Term Contract for Trash and Biomedical Waste Container Service for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, https://www.co.jefferson.tx.us/Purchasing/ or by calling 409-835-8593.**

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:	**Term Contract for Trash and Biomedical Waste Container Service for Jefferson County**
BID NO:	**IFB 20-031/YS**
DUE DATE/TIME:	**11:00 AM CT, Wednesday, September 2, 2020**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, Texas 77701**

Any questions relating to these requirements should be directed to Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us.

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

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – August 5, 2020 and August 12, 2020

IFB 20-031/YS
Term Contract for Trash and Biomedical Waste Container Service for Jefferson County
Bids due: 11:00 AM CT, Wednesday, September 2, 2020

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Bid Submissions:

Bidder is responsible for submitting:

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

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

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

Instructions to Bidders

1. Bid Submission

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

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

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

Bidder shall submit bid in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope of 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 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 – 2020:

January 1	Wednesday	New Year's
January 20	Monday	Martin Luther King, Jr. Day
February 17	Monday	President's Day
April 10	Friday	Good Friday
May 25	Monday	Memorial Day
July 3	Friday	Independence Day
September 7	Monday	Labor Day
November 11	Wednesday	Veteran's Day
November 26 & 27	Thursday & Friday	Thanksgiving
December 24 & 25	Thursday & Friday	Christmas

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 a awarded a contract, Offeror may appear before the Commissioners' Court and

present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

10. Contract

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

11. Waiver of Subrogation

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

12. Fiscal Funding

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

13. Bid Results

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

14. Changes and Addenda to Bid Documents

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

15. Specifications

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

16. Delivery

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

17. Interpretation of Bid and/or Contract Documents

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

18. Currency

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

19. Pricing

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

20. Notice to Proceed/Purchase Order

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

21. Certification

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

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

22. Definitions

"County" – Jefferson County, Texas.

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

23. Minority-Women Business Enterprise Participation

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

General Conditions of Bidding and Terms of Contract

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

1. Bidding

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.20 Confidential/Proprietary Information

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

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

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

2. Performance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Purchase Orders and Payment

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

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

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

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

4. Contract

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-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 will all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

P. NO OBLIGATION BY FEDERAL GOVERNMENT

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

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

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

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.
Vendors must enter the required information on Form 1295, and print a copy of the completed form.
The form will include a certification of filing that will contain a unique certification number.

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

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

4. Multiple Vendor Award

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

5. Delivery

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

6. Payment

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

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

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

7. Usage Reports

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

8. Insurance

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

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

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

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

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations	$1,000,000
Excess Liability	$1,000,000

Property Insurance (policy below that is applicable to this project):
Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (See Section 9 Below)

9. Workers' Compensation Insurance

9.1 Definitions:

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

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

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

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

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

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

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

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

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

9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.

9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us regarding any questions or comments. Please reference bid number 20-031/YS.

Scope

Contract shall be in effect for an initial period of one (1) year **beginning on or about the date of award**, with an option to renew for up to four (4) additional years.

Specific pickup schedules and container locations shall be coordinated with the department heads for each location requiring trash container service. Contractor shall respond to request for changes in pickups and containers with one (1) business day.

Contractor shall furnish containers as required, collect and remove from County premises, transport to treatment and/or disposal facility, and treat and/or dispose of all waste deposited into containers.

Contractor shall maintain bulk containers, and shall exercise reasonable care to keep the County's service areas neat and clean. Maintenance or repairs necessitated by the County's misuse or accident shall not be the responsibility of the successful bidder.

Contractor shall furnish containers as required, collect and remove from County premises, transport to treatment and/or disposal facility, and treat and/or dispose of all biomedical waste container waste and sharps generated by the County and deposited into the containers.

Modification of contract price shall be allowed only on the anniversary date of the contract. Prices throughout the initial one (1) year term shall remain firm/fixed. Written requests for price revisions after the first year shall be submitted in advance to the Jefferson County Purchasing Department. Requests shall be based upon and include documentation of the actual change in cost of components, e.g., dumping fees, involved in the contract. Price increase shall not include overhead or profit. The County reserves the right to reject any price increase and/or to terminate the contract.

Vendor shall invoice "per location", with the location name and address included on invoice.

Bidder Information Form

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

Bid Name & Number: Trash and Biomedical Waste Container Service for Jefferson County (IFB 20-013/YS)

Bidder's Company/Business Name: Cyntox LLC

Bidder's TAX ID Number: 46-3482354

Contact Person: Shlomo Fried **Title:** Owner

Phone Number (with area code): 855-429-6869

Alternate Phone Number if available (with area code): 718-809-2942

Fax Number (with area code): 212-202-4209

Email Address: sfried@cyntox.com

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

2105 W County Line Rd #6
Address

Jackson NJ 08527
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): N/A, _____, _____, _____.

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

Cyntox LLC
Company Name

2105 W County Line Rd #6
Address

Jackson NJ 08527
City State Zip

Signature of Person Authorized to Sign

Shlomo Fried
Printed Name

owner
Title

For clarification of this offer, contact:

Shlomo Fried
Name

855-429-6869 212-202-4209
Phone Fax

sfried@cyntox.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Trash and Biomedical Waste Container Service 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. 20-031/YS, Term Contract for Trash and Biomedical Waste Container Service for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Item I. Standard Waste Containers (10 cubic yards & under)

Waste containers shall be provided and serviced by the successful bidder.

Location	Qty	Capacity	Frequency of Service	Price per Container per Month
Jack Brooks Regional Airport - Main Terminal Highway 69 South, Nederland TX Contact: Duke Youmans 409-719-4961	2	8 cu yd	1 day per week	
Jefferson County Airport - Fuel Service Highway 69 South, Nederland TX Contact: Duke Youmans 409-719-4961	1	8 cu yd	1 day per week	
Jefferson County Airport - Maintenance Shop Highway 69 South, Nederland TX Contact: Duke Youmans 409-719-4961	1	8 cu yd	1 day per week	
Jefferson County Annex I 215 Franklin Street, Beaumont TX Contact: Greg Kelle r 409-835-8511	1	10 cu yd	5 days per week	
Jefferson County Annex II 1295 Pearl Street, Beaumont TX Contact: Greg Keller 409-835-8511	1	10 cu yd	5 days per week	
Jefferson County Annex IV 820 Neches, Beaumont TX Contact: Greg Keller 409-835-8511	1	10 cu yd	5 days per week	
Jefferson County Correctional Facility 5030 Highway 69 South, Beaumont TX Contact: Chief John Shauberger 409-726-2520	1	4 cu yd	2 days per week	
Jefferson County Mosquito Control District 8905 First Street, Beaumont TX Contact: Denise Wheeler 409-719-5940	1	8 cu yd	1 day per week	
Jefferson County Women's Center 145 South 11th Street, Beaumont TX Contact: Kim Atkins 409-434-5470	1	10 cu yd	1 day per week	
Jefferson County Service Center 7789 Viterbo Road, Beaumont TX Contact: Jose Zurita 409-719-5937	1	8 cu yd	1 day per week	
Jefferson County Precinct #1 Service Center 20205 West Highway 90, China TX Contact: Paul Truax 409-434-5430	1	4 cu yd	1 day per week	
Jefferson County Precinct #2 Service Center 7759 Viterbo Road, Beaumont TX Contact: Mike Trahan 409-727-2173	1	8 cu yd	1 day per week	
Mid-County Tax Office 7759 Viterbo Road, Beaumont TX Contact: Mike Trahan 409-727-2173	1	8 cu yd	1 day per week	

Item I. Standard Waste Containers (10 cubic yards & under) (continued)

Waste containers shall be provided and serviced by the successful bidder.

Location	Qty	Capacity	Frequency of Service	Price per Container per Month
Jefferson County Precinct #4 Justice of the Peace 19217 FM 365, Beaumont TX Contact: Lynette Hensley 409-434-5460	1	6 cu yd	1 day per week	
Jefferson County Precinct #4 Service Center 7780 Boyt Road, Beaumont TX Contact: Kenneth Minkins 409-434-5400	1	4 cu yd	2 days per week	
Minnie Rogers Juvenile Justice Center 5326 Highway 69 South, Beaumont TX Contact Chief Ed Cockrell 409-722-7474	1	10 cu yd	5 days per week	
Ben J. Rogers Regional Visitors Center 5055 IH-10 South, Beaumont TX Contact: Kathi Hughes 409-842-0500	1	8 cu yd	1 day per week	
Jefferson County Sheriff's Department - Narcotics 4640 Hangar Drive, Beaumont TX Contact: Major Clay Woodward 409-726-2950	1	4 cu yd	1 day per week	
Jefferson County Precinct #3 Stockpile 24420 Highway 124, Hamshire TX Contact: Kimberly Moles 409-736-2851	1	4 cu yd	1 day per week	
Jefferson County Correctional Facility Gate #3, 5030 Highway 69 South, Beaumont TX Contact: Chief John Shauberger 409-726-2520	1	10 cu yd	6 days per week	

Item II. Standard Waste Containers (Roll-Off)

Waste Containers shall be provided and serviced by the successful bidder.

Location	Qty	Capacity	Frequency of Service	Price per Haul
Jack Brooks Regional Airport - Maintenance Shop Highway 69 South, Nederland TX Contact: Duke Youmans 409-719-4961	1	30 cu yd	will call	
Jefferson County Correctional Facility 5030 Highway 69 South, Nederland TX Contact: Chief John Shauberger 409-726-2520	1	40 cu yd	will call	
Ford Park Baseball Fields 5115 IH-10 South, Beaumont TX Contact: Claudio Oliveira 409-951-5401	2	20 cu yd	will call	

Item III. Compactor (Roll-Off)

County shall provide one (1) self-contained compactor, approximately 30 cubic yard capacity. Successful bidder shall transport this compactor to and from Ford Park Arena and disposal facility and shall treat and/or dispose of all compacted waste into this container.

Location	Qty	Capacity	Frequency of Service	Price per Haul
Ford Park Arena 5115 IH-10 South, Beaumont TX Contact: Claudio Oliveira 409-951-5401	1	30 cu yd	will call	

Item IV. Biomedical Waste Containers

Biomedical waste containers shall be provided and serviced by the successful bidder. Price of boxes and liners shall be included in bid price.

Location	Qty	Price per Container per Haul	Price per Container per Month
Public Health Department - Unit I (Beaumont) 1295 Pearl Street, Beaumont TX Contact: Rachel Dragulski 409-835-8380	1	$40	$40
Public Health Department - Unit II (Port Arthur) 800 Fourth Street, Port Arthur TX Contact: Vickie McIntyre 409-983-8380	1	$40	$40
Jefferson County Regional Crime Lab 5030 Highway 69 South, Suite 500, Beaumont TX Contact: Julie Hannon 409-726-2577	6	$40	$40
Jefferson County Employee Health 1225 Pearl Street, Suite 146-A, Beaumont TX Contact: Leslie Little 409-784-5881	1	$40	$40
Community Supervision - Port Arthur 800 Fourth Street, Port Arthur TX Contact: Jerry Johnson 409-951-2200	1	$40	$40
Community Supervision - Beaumont 820 Neches, Beaumont TX Contact: Jerry Johnson 409-951-2200	1	$40	$40
Jefferson County Women's Center 145 South 11th Street, Beaumont TX Contact: Kim Atkins 409-434-5470	1	$40	$40
Minnie Rogers Juvenile Justice Center 5326 Highway 69 South, Beaumont TX Contact: Chief Ed Cockrell 409-722-7474	1	$40	$40
Juvenile Justice - Port Arthur 900 Fourth Street, Port Arthur TX Contact: Chief Ed Cockrell 409-722-7474	1	$40	$40
Jefferson County Correctional Facility - Property Division 5030 Highway 69 South, Beaumont TX Contact: Emily Beaugh 409-726-2500	1 will call/as needed	$40	$40

Item IV. Biomedical Waste Containers (continued)

Biomedical waste containers shall be provided and serviced by the successful bidder. Price of boxes and liners shall be included in bid price.

Location	Qty	Price per Container per Haul	Price per Container per Month
Jack Brooks Regional Airport, Main Terminal 6000 Airline Drive, Beaumont TX Contact: Elisabeth Landry 409-719-4950	1 will call/as needed	$ 40	$ 40
Jack Brooks Regional Airport, Jerry Ware Terminal 5000 Jerry Ware Drive, Beaumont TX Contact: Elisabeth Landry 409-719-4950	1 will call/as needed	$ 40	$ 40

Item V. Pharmaceutical Container Disposal

Location	Qty	Price per Container per Haul
Public Health Deparment - Unit I (Beaumont) 1295 Pearl Street, Beaumont TX Contact: Rachel Dragulski 409-835-8380	1	$ 65
Public Health Department - Unit II (Port Arthur) 800 Fourth Street, Port Arthur TX Contact: Vickie McIntyre 409-983-8380	1	$ 65
Jefferson County Employee Health 1225 Pearl Street, Suite 146-A, Beaumont TX Contact: Leslie Little 409-784-5881	1	$ 65
Minnie Rogers Juvenile Justice Center 5326 Highway 69 South, Beaumont TX Contact: Chief Ed Cockrell	1	$ 65
Juvenile Justice - Port Arthur 900 Fourth Street, Port Arthur TX Contact: Chief Ed Cockrell 409-983-8370	1	$ 65

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received N/A

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: Sanpro Medical

Address: 1825 Swarthmore Ave, Lakewood NJ 08701

Contact Person and Title: Zev, owner

Phone: 732-813-1580 Fax: 732-813-1590

Email Address: zev@sanprowaste.com Contract Period:

Scope of Work: Pick up medical waste from all their facilities

REFERENCE TWO

Government/Company Name: Marquis Health Services

Address: 1608 Rt 88, Brick NJ 08724

Contact Person and Title: Shlomo Freundlich, VP

Phone: 732-903-1971 Fax: 732-288-6321

Email Address: sfreundlich@mhslp.com Contract Period:

Scope of Work: Pick up medical waste from their facilities

REFERENCE THREE

Government/Company Name: MHMR of Tarrant County

Address: Fort Worth TX 76113

Contact Person and Title: Jamie Love-Brockway, Director of Purchasing

Phone: 817-569-4326 Fax:

Email Address: Jamie.love-Brockway@mhmrtc.org Contract Period: 2 year

Scope of Work: Medical waste removal

Bidder Shall Return Completed Form with Offer.

Signature Page

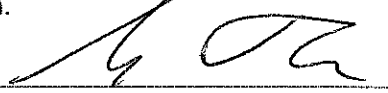
As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the 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.

Cyntox LLC	
Bidder (Entity Name)	Signature
2105 W County Line Rd #6	Shlomo Fried
Street & Mailing Address	Print Name
Jackson NJ 08527	8/25/20
City, State & Zip	Date Signed
855-429-0869	212-202-4209
Telephone Number	Fax Number
sfried@cyntox.com	
E-mail Address	

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY
Date Received

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

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

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

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

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

Signature of vendor doing business with the governmental entity

8/25/20

Date

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer
Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

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.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____ _____ _____
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)?

N/A

☐ 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.

Shlomo Fried
Printed Name of Authorized Representative

Signature

Owner
Title

8/25/20
Date

Bidder Shall Return Completed Form with Offer.

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

This information must be submitted with your bid.

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

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

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

Printed Name of Contractor Representative	Signature of Representative	Date
Printed Name of HUB	Signature of Representative	Date

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

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

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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: _____ N/A
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

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

N/A

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

N/A

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

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: _____

N/A

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: _____
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: _____

N/A

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: N/A

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): N/A

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): Shlomo Fried

Title: owner

Signature: _____

Date: 8/25/20

E-mail address: sfried@cyntox.com

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

Name (print or type): Shlomo Fried

Title: Owner

Date: 8/25/20

E-mail address: sfried@cyntox.com

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

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

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

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

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

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

Taxpayer Identification Number (T.I.N.):	46-3482354
Company Name submitting bid/proposal:	Cyntox LLC
Mailing address:	2105 W County Line Rd #6, Jackson NJ 08527
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**
N/A	

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

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

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

Signature of Company Representative

8/25/20
Date

On this 25 day of August, 20 20, personally appeared

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

Notary Seal

DEVORAH M. EISEMANN
NOTARY PUBLIC OF NEW JERSEY
I.D. # 50033844
My Commission Expires 4/4/2021

Notary Signature

8/25/20
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.

Cyntox LLC
Company Name

IFB 20-031/YS
IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

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

STATE OF NJ COUNTY OF Ocean

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

on this day personally appeared Shlomo Fried (name), who

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

"I, Shlomo Fried (name) am a duly authorized officer of/agent

for Cyntox LLC (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Cyntox LLC (name of firm).

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

Name and address of bidder: Cyntox LLC - 2105 W County Line Rd #6
Jackson, NJ 08527

Fax: 212-202-4209 Telephone# 855-429-6869

by: Shlomo Fried (print name) Title: Owner

Signature:

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

this the 25 day of August, 2020.

Notary Public in and for the State of NJ

DEVORAH M. EISEMANN
NOTARY PUBLIC OF NEW JERSEY
I.D. # 50033844
My Commission Expires 4/4/2021

Bidder Shall Return Completed Form with Offer.

Cintox LLC
2105 W County Line Rd
#6
Jackson NJ 08527

SEALED BID

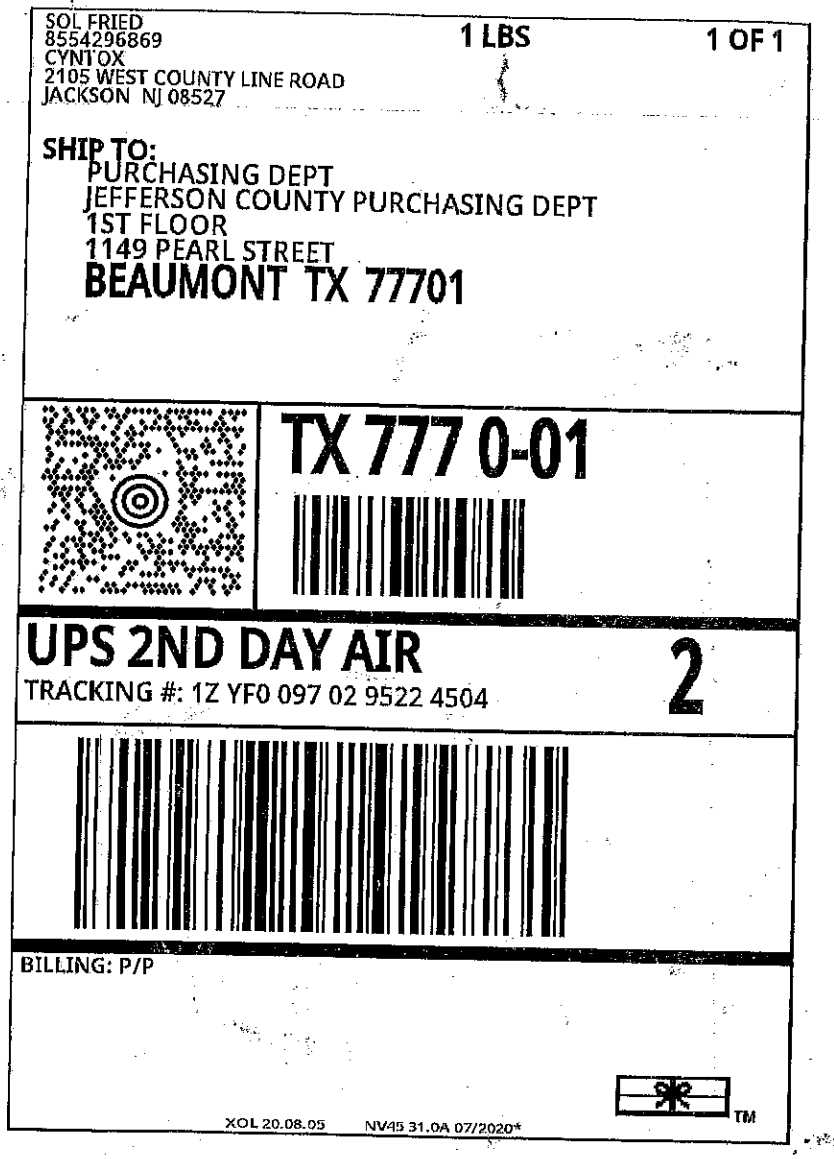
Jefferson County Purchasing Department
1149 Pearl Street
1st Floor
Beaumont, TX 77701

received 9/1/2020
@ 10:45am

Bid-20-031/YS
Trash & Biomedical Waste Services

Due: 9/2/20 at 11:00 AM

8/28/2020



SOL FRIED
8554296869
CYNTOX
2105 WEST COUNTY LINE ROAD
JACKSON NJ 08527

1 LBS

1 OF 1

SHIP TO:
PURCHASING DEPT
JEFFERSON COUNTY PURCHASING DEPT
1ST FLOOR
1149 PEARL STREET
BEAUMONT TX 77701

TX 777 0-01

UPS 2ND DAY AIR

TRACKING #: 1Z YF0 097 02 9522 4504

2

BILLING: P/P

XOL 20.08.05 NV45 31.0A 07/2020*

TM

Original Copy

Bid No: IFB 20-31/YS

Term Contract for Trash and Biomedical Waste Container Service for Jefferson County

REPUBLIC SERVICES

Republic Services – Beaumont Hauling Division
6425 Hwy 347, Beaumont, TX 77705
www.RepublicServices.com

August 31, 2020

Ms. Deborah Clark
Purchasing Agent
Jefferson County Texas
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

Re: **BID NO: IFB 20—31/YS – Term Contract for Trash and Biomedical Waste Container Service for Jefferson County**

Dear Ms. Clark,

BFI Waste Services of Texas, LP d/b/a Republic Services of Beaumont is pleased to present our proposal in response to the above referenced bid. We acknowledge receipt of all letters of clarification as of the date of this letter.

Republic Services is prepared to provide services to Jefferson County Texas as outlined in scope of bid number IFB20-031/YS. We have read and are familiar with the requirements of this bid and this proposal conforms to and addresses all the required elements as set forth in the request. The information contained herein, or any part thereof, including its exhibits, schedules and other documents and instruments delivered or to be delivered to the County are true, accurate and complete to the proposer's knowledge. This proposal will remain valid for a period of ninety (90) calendar days after the date of receipt by the County. Should the County accept our proposal, a final agreement will be negotiated between the County and Republic Services that will include terms acceptable to both parties.

We are pleased to provide this proposal to the County and look forward to discussing it with you at your convenience. Should you have questions or require additional clarification on any portion of our proposal, please do not hesitate to contact me. On behalf of Republic Services, we are appreciative to have been of service to the County during the past several years and look forward to being of continued service.

Should you have questions or require additional information, please do not hesitate to contact me. I can be reached by phone at (409) 721-2231 or (409) 658-8686. I can also be reached by email at BVoigtman@reublicservices.com. I look forward to hearing from you.

Regards,

Bill Voigtman
General Manager

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE
Advertisement for Invitation for Bids

August 4, 2020

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 20-031/YS, Term Contract for Trash and Biomedical Waste Container Service for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, https://www.co.jefferson.tx.us/Purchasing/ or by calling 409-835-8593.**

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:	**Term Contract for Trash and Biomedical Waste Container Service for Jefferson County**
BID NO:	**IFB 20-031/YS**
DUE DATE/TIME:	**11:00 AM CT, Wednesday, September 2, 2020**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, Texas 77701**

Any questions relating to these requirements should be directed to Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us.

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

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – August 5, 2020 and August 12, 2020

IFB 20-031/YS
Term Contract for Trash and Biomedical Waste Container Service for Jefferson County
Bids due: 11:00 AM CT, Wednesday, September 2, 2020

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Bid Submissions:

Bidder is responsible for submitting:

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

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

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

Instructions to Bidders

1. Bid Submission

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

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

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

Bidder shall submit bid in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope of 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 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 – 2020:

January 1	Wednesday	New Year's
January 20	Monday	Martin Luther King, Jr. Day
February 17	Monday	President's Day
April 10	Friday	Good Friday
May 25	Monday	Memorial Day
July 3	Friday	Independence Day
September 7	Monday	Labor Day
November 11	Wednesday	Veteran's Day
November 26 & 27	Thursday & Friday	Thanksgiving
December 24 & 25	Thursday & Friday	Christmas

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 a awarded a contract, Offeror may appear before the Commissioners' Court and

present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

10. Contract

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

11. Waiver of Subrogation

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

12. Fiscal Funding

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

13. Bid Results

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

14. Changes and Addenda to Bid Documents

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

15. Specifications

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

16. Delivery

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

17. Interpretation of Bid and/or Contract Documents

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

18. Currency

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

19. Pricing

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

20. Notice to Proceed/Purchase Order

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

21. Certification

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

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

22. Definitions

"County" – Jefferson County, Texas.

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

23. Minority-Women Business Enterprise Participation

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

General Conditions of Bidding and Terms of Contract

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

1. Bidding

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.20 Confidential/Proprietary Information

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

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

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

2. Performance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Purchase Orders and Payment

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

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

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

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

4. Contract

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(a) CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.

(b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

(c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326 Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)

Contracts in excess of $100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-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 (l) 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 (l) 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 (l) of this section.

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 Appendix II to Part 200 (F)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 Appendix II to Part 200 (G)

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding $100,000.

H. ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 Appendix II to Part 200 (H)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

I. DEBARMENT AND SUSPENSION, 2 CFR §200.326 Appendix II to Part 200 (I)

(1) This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

J. BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 Appendix II to Part 200 (J)

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

K. PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

(a) Competitively within a timeframe providing for compliance with the contract performance schedule;
(b) Meeting contract performance requirements; or
(c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designate items is available at http://www.epa.gov/cpg/products/htm.

L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

M. ACCESS TO RECORDS

(1) CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

N. SEAL, LOGO AND FLAGS

CONTRACTOR shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply will all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

P. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

Q. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this contract.

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder shall ensure that required parts of the bid are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Bidder is responsible for submitting one (1) *original* bid copy to include a completed copy of this specifications packet in its entirety; and two (2) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

All bids shall be tightly sealed in an opaque envelope or box and plainly marked "SEALED BID." The outside of the envelope or box shall also include: Bid Number, Bid Name, Bid Due Date, Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

2. Vendor Registration: SAM (System for Award Management).

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: https://www.sam.gov

Bidders are strongly encouraged to review their firm's SAM (System for Award Management) status prior to Bid Submission.

3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), **unless contract is considered exempt as described below.**

In 2017, the Texas legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

FORM 1295 Exemptions: What type of contracts are exempt from the Form 1295 filing requirement under the amended law? The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission) – CONTINUED

Upon entering into a contract or professional agreement, the Jefferson County Purchasing Department will submit a request to the Vendor to both:

1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.
Vendors must enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

4. Multiple Vendor Award

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

5. Delivery

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the contractor, at the discretion of, and at no additional charge to, Jefferson County.

6. Payment

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

Invoices shall be submitted to: Jefferson County Auditing Department, Attention: Accounts Payable, 1149 Pearl Street, 7th floor, Beaumont, TX 77701.

7. Usage Reports

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

8. Insurance

The contractor (including any and all subcontractors as defined in Section 9.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations	$1,000,000
Excess Liability	$1,000,000

Property Insurance (policy below that is applicable to this project):
Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (See Section 9 Below)

9. Workers' Compensation Insurance

9.1 Definitions:

9.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

9.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

9.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

9.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 8 above.

9.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

9.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

9.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.

9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us regarding any questions or comments. Please reference bid number 20-031/YS.

Scope

Contract shall be in effect for an initial period of one (1) year **beginning on or about the date of award**, with an option to renew for up to four (4) additional years.

Specific pickup schedules and container locations shall be coordinated with the department heads for each location requiring trash container service. Contractor shall respond to request for changes in pickups and containers with one (1) business day.

Contractor shall furnish containers as required, collect and remove from County premises, transport to treatment and/or disposal facility, and treat and/or dispose of all waste deposited into containers.

Contractor shall maintain bulk containers, and shall exercise reasonable care to keep the County's service areas neat and clean. Maintenance or repairs necessitated by the County's misuse or accident shall not be the responsibility of the successful bidder.

Contractor shall furnish containers as required, collect and remove from County premises, transport to treatment and/or disposal facility, and treat and/or dispose of all biomedical waste container waste and sharps generated by the County and deposited into the containers.

Modification of contract price shall be allowed only on the anniversary date of the contract. Prices throughout the initial one (1) year term shall remain firm/fixed. Written requests for price revisions after the first year shall be submitted in advance to the Jefferson County Purchasing Department. Requests shall be based upon and include documentation of the actual change in cost of components, e.g., dumping fees, involved in the contract. Price increase shall not include overhead or profit. The County reserves the right to reject any price increase and/or to terminate the contract.

Vendor shall invoice "per location", with the location name and address included on invoice.

Bidder Information Form

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

Bid Name & Number: Trash and Biomedical Waste Container Service for Jefferson County (IFB 20-013/YS)

Bidder's Company/Business Name: BFI Waste Services of Texas, LP dba Republic Services of Beaumont

Bidder's TAX ID Number: 86-1024527

Contact Person: Jade Rayburn **Title:** Territory Executive

Phone Number (with area code): (409) 728-6856

Alternate Phone Number if available (with area code): (409) 721-2242

Fax Number (with area code): (409) 724-1406

Email Address: *JRayburn@republicservices.com*

Mailing Address (Please provide a physical address for bid bond return, if applicable):

6425 SH 347
Address
Beaumont, TX 77705
City, State, Zip Code

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): _____, _____, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

BFI Waste Services of Texas,LP
dba Republic Services of Beaumont
Company Name

6425 SH 347
Address

Beaumont | TX | 77705
City | State | Zip

Signature of Person Authorized to Sign

William Voigtman
Printed Name

Division General Manager
Title

For clarification of this offer, contact:

Jade Rayburn
Name

(409) 728-6856 | (409) 724-1406
Phone | Fax

JRayburn@republicservices.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Trash and Biomedical Waste Container Service 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. 20-031/YS, Term Contract for Trash and Biomedical Waste Container Service for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Item I. Standard Waste Containers (10 cubic yards & under)

Waste containers shall be provided and serviced by the successful bidder.

Location	Qty	Capacity	Frequency of Service	Price per Container per Month
Jack Brooks Regional Airport - Main Terminal Highway 69 South, Nederland TX Contact: Duke Youmans 409-719-4961	2	8 cu yd	1 day per week	$152.50
Jefferson County Airport - Fuel Service Highway 69 South, Nederland TX Contact: Duke Youmans 409-719-4961	1	8 cu yd	1 day per week	$76.25
Jefferson County Airport - Maintenance Shop Highway 69 South, Nederland TX Contact: Duke Youmans 409-719-4961	1	8 cu yd	1 day per week	$76.25
Jefferson County Annex I 215 Franklin Street, Beaumont TX Contact: Greg Kelle r 409-835-8511	1	10 cu yd	5 days per week	$476.00
Jefferson County Annex II 1295 Pearl Street, Beaumont TX Contact: Greg Keller 409-835-8511	1	10 cu yd	5 days per week	$476.00
Jefferson County Annex IV 820 Neches, Beaumont TX Contact: Greg Keller 409-835-8511	1	10 cu yd	5 days per week	$476.00
Jefferson County Correctional Facility 5030 Highway 69 South, Beaumont TX Contact: Chief John Shauberger 409-726-2520	1	4 cu yd	2 days per week	$76.25
Jefferson County Mosquito Control District 8905 First Street, Beaumont TX Contact: Denise Wheeler 409-719-5940	1	8 cu yd	1 day per week	$76.25
Jefferson County Women's Center 145 South 11th Street, Beaumont TX Contact: Kim Atkins 409-434-5470	1	10 cu yd	1 day per week	$95.25
Jefferson County Service Center 7789 Viterbo Road, Beaumont TX Contact: Jose Zurita 409-719-5937	1	8 cu yd	1 day per week	$76.25
Jefferson County Precinct #1 Service Center 20205 West Highway 90, China TX Contact: Paul Truax 409-434-5430	1	4 cu yd	1 day per week	$38.00
Jefferson County Precinct #2 Service Center 7759 Viterbo Road, Beaumont TX Contact: Mike Trahan 409-727-2173	1	8 cu yd	1 day per week	$76.25
Mid-County Tax Office 7759 Viterbo Road, Beaumont TX Contact: Mike Trahan 409-727-2173	1	8 cu yd	1 day per week	$76.25

Item I. Standard Waste Containers (10 cubic yards & under) (continued)

Waste containers shall be provided and serviced by the successful bidder.

Location	Qty	Capacity	Frequency of Service	Price per Container per Month
Jefferson County Precinct #4 Justice of the Peace 19217 FM 365, Beaumont TX Contact: Lynette Hensley 409-434-5460	1	6 cu yd	1 day per week	$57.25
Jefferson County Precinct #4 Service Center 7780 Boyt Road, Beaumont TX Contact: Kenneth Minkins 409-434-5400	1	4 cu yd	2 days per week	$76.25
Minnie Rogers Juvenile Justice Center 5326 Highway 69 South, Beaumont TX Contact Chief Ed Cockrell 409-722-7474	1	10 cu yd	5 days per week	$476.00
Ben J. Rogers Regional Visitors Center 5055 IH-10 South, Beaumont TX Contact: Kathi Hughes 409-842-0500	1	8 cu yd	1 day per week	$76.25
Jefferson County Sheriff's Department - Narcotics 4640 Hangar Drive, Beaumont TX Contact: Major Clay Woodward 409-726-2950	1	4 cu yd	1 day per week	$38.00
Jefferson County Precinct #3 Stockpile 24420 Highway 124, Hamshire TX Contact: Kimberly Moles 409-736-2851	1	4 cu yd	1 day per week	$38.00
Jefferson County Correctional Facility Gate #3, 5030 Highway 69 South, Beaumont TX Contact: Chief John Shauberger 409-726-2520	1	10 cu yd	6 days per week	$572.00

Item II. Standard Waste Containers (Roll-Off)

Waste Containers shall be provided and serviced by the successful bidder.

Location	Qty	Capacity	Frequency of Service	Price per Haul
Jack Brooks Regional Airport - Maintenance Shop Highway 69 South, Nederland TX Contact: Duke Youmans 409-719-4961	1	30 cu yd	will call	$275.00
Jefferson County Correctional Facility 5030 Highway 69 South, Nederland TX Contact: Chief John Shauberger 409-726-2520	1	40 cu yd	will call	$350.00
Ford Park Baseball Fields 5115 IH-10 South, Beaumont TX Contact: Claudio Oliveira 409-951-5401	2	20 cu yd	will call	$225.00

Item III. Compactor (Roll-Off)

County shall provide one (1) self-contained compactor, approximately 30 cubic yard capacity. Successful bidder shall transport this compactor to and from Ford Park Arena and disposal facility and shall treat and/or dispose of all compacted waste into this container.

Location	Qty	Capacity	Frequency of Service	Price per Haul
Ford Park Arena 5115 IH-10 South, Beaumont TX Contact: Claudio Oliveira 409-951-5401	1	30 cu yd	will call	$275.00

Item IV. Biomedical Waste Containers

Biomedical waste containers shall be provided and serviced by the successful bidder. Price of boxes and liners shall be included in bid price.

Location	Qty	Price per Container per Haul	Price per Container per Month
Public Health Department - Unit I (Beaumont) 1295 Pearl Street, Beaumont TX Contact: Rachel Dragulski 409-835-8380	1	No bid	
Public Health Department - Unit II (Port Arthur) 800 Fourth Street, Port Arthur TX Contact: Vickie McIntyre 409-983-8380	1	No bid	
Jefferson County Regional Crime Lab 5030 Highway 69 South, Suite 500, Beaumont TX Contact: Julie Hannon 409-726-2577	6	No bid	
Jefferson County Employee Health 1225 Pearl Street, Suite 146-A, Beaumont TX Contact: Leslie Little 409-784-5881	1	No bid	
Community Supervision - Port Arthur 800 Fourth Street, Port Arthur TX Contact: Jerry Johnson 409-951-2200	1	No bid	
Community Supervision - Beaumont 820 Neches, Beaumont TX Contact: Jerry Johnson 409-951-2200	1	No bid	
Jefferson County Women's Center 145 South 11th Street, Beaumont TX Contact: Kim Atkins 409-434-5470	1	No bid	
Minnie Rogers Juvenile Justice Center 5326 Highway 69 South, Beaumont TX Contact: Chief Ed Cockrell 409-722-7474	1	No bid	
Juvenile Justice - Port Arthur 900 Fourth Street, Port Arthur TX Contact: Chief Ed Cockrell 409-722-7474	1	No bid	
Jefferson County Correctional Facility - Property Division 5030 Highway 69 South, Beaumont TX Contact: Emily Beaugh 409-726-2500	1 will call/as needed	No bid	

Item IV. Biomedical Waste Containers (continued)

Biomedical waste containers shall be provided and serviced by the successful bidder. Price of boxes and liners shall be included in bid price.

Location	Qty	Price per Container per Haul	Price per Container per Month
Jack Brooks Regional Airport, Main Terminal 6000 Airline Drive, Beaumont TX Contact: Elisabeth Landry 409-719-4950	1 will call/as needed	No bid	
Jack Brooks Regional Airport, Jerry Ware Terminal 5000 Jerry Ware Drive, Beaumont TX Contact: Elisabeth Landry 409-719-4950	1 will call/as needed	No bid	

Item V. Pharmaceutical Container Disposal

Location	Qty	Price per Container per Haul
Public Health Deparment - Unit I (Beaumont) 1295 Pearl Street, Beaumont TX Contact: Rachel Dragulski 409-835-8380	1	No bid
Public Health Department - Unit II (Port Arthur) 800 Fourth Street, Port Arthur TX Contact: Vickie McIntyre 409-983-8380	1	No bid
Jefferson County Employee Health 1225 Pearl Street, Suite 146-A, Beaumont TX Contact: Leslie Little 409-784-5881	1	No bid
Minnie Rogers Juvenile Justice Center 5326 Highway 69 South, Beaumont TX Contact: Chief Ed Cockrell	1	No bid
Juvenile Justice - Port Arthur 900 Fourth Street, Port Arthur TX Contact: Chief Ed Cockrell 409-983-8370	1	No bid

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form with Offer.

Vendor References

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: City of Groves, TX

Address: 3947 Lincoln Ave., Groves, TX 77619

Contact Person and Title: D.E Sosa, City Manager

Phone: 409-960-5788 Fax:

Email Address: DSosa@cigrovestx.com Contract Period: 2019-2020

Scope of Work: Franchise for commercial trash

REFERENCE TWO

Government/Company Name: City of Bridge City, TX

Address: P.O Box 846, Bridge City, TX 77611

Contact Person and Title: Karen Morgan, Purchasing Agent

Phone: 409-735-6891 Fax:

Email Address: KMorgan@bridgecitytex.com Contract Period: 1989-2022

Scope of Work: Franchise for commercial trash

REFERENCE THREE

Government/Company Name: City of Pinehurst, TX

Address: 6425 Highway 347, Beaumont, TX 77705

Contact Person and Title: Jerry Hood, Interim City Manager

Phone: 409-886-3873 Fax:

Email Address: J_Hood@cityofpinehurst.com Contract Period: 2007-2021

Scope of Work: Franchise for commercial trash

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.

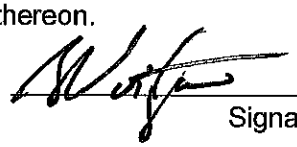
Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? ..... **Yes** ☐ **No** ☒

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.

BFI Waste Services of Texas, LP dba Republic Services of Beaumont
Bidder (Entity Name)


Signature

6425 SH 347
Street & Mailing Address

William Voigtman
Print Name

Beaumont, TX 77705
City, State & Zip

9/1/20
Date Signed

(409) 721 -2231
Telephone Number

(409) 724-1406
Fax Number

BVoigtman@republicservices.com
E-mail Address

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE **FORM CIQ**
For vendor doing business with local governmental entity

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.**

None Known

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.**

None known

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

Signature of vendor doing business with the governmental entity

9-1-20

Date

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer
Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

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.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____
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)?

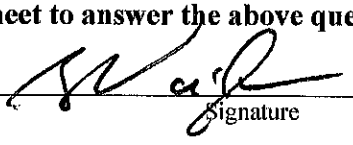
☐ Yes ☐ No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?

☐ 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.

William Voigtman
Printed Name of Authorized Representative


Signature

Division General Manager
Title

9-1-20
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: BFI Waste Services of Texas, LP dba Republic Services of Beaumont HUB: p Yes p No

Address: 6425 SH 347 (Street) Beaumont (City) TX (State) 77705 (Zip)

Phone (with area code): (409) 721-2231 Fax (with area code): (409) 724-1406

Project Title & No.: Term Contract for Trash and Biomedical Waste Container Service for Jefferson County IFB 20-031/YS

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: BFI Waste Services of Texas, LP dba Republic Services of Beaumont 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

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

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

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.
BFI Waste Service of Texas, LP

☒ I certify that dba Republic Services of Beaumont [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ Delware _____ (city and state).

Taxpayer Identification Number (T.I.N.):	86-1024527
Company Name submitting bid/proposal:	BFI Waste Services of Texas, LP dba Republic Services of Beaumont
Mailing address:	6425 SH 347, Beaumont TX 77705
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**
*Please See Attached	

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Bidder Shall Return Completed Form with Offer.

House Bill 89 Verification

I, William Voigtman, the undersigned representative of (company or business name) BFI Waste Services of Texas, LP dba Republic Services of Beaumont (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

9-1-20
Date

On this 1 day of September 20 20, personally appeared

William Voigtman, the above named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

Atasha S Quebedeaux
My Commission Expires
07/24/2022
ID No. 125984452

Notary Signature

9-1-20
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.

BFI Waste Services of Texas, LP dba Republic Services of Beaumont
Company Name

IFB 20-031/YS
IFB/RFP/RFQ number

Certification check performed by:

_____
Purchasing Representative

_____
Date

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF Texas COUNTY OF Orange

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas,

on this day personally appeared William Voigtman (name), who

after being by me duly sworn, did depose and say:

"I, William Voigtman (name) ama duly authorized officer of/agent

for BFI Waste Services of Texas, LP dba Republic Services of Beaumont (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said BFI Waste Services of Texas, LP dba Republic Services of Beaumont (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: BFI Waste Services of Texas, LP dba Republic Services of Beaumont

6425 SH 347, Beaumont TX 77705

Fax: (409) 724-1406 Telephone# (409) 722-2231

by: William Voigtman (print name) Title: Division General Manager

Signature:

SUBSCRIBED AND SWORN to before me by the above-named William Voigtman on

this the 1 day of September, 2020.

Notary Public in and for the State of Texas

Atasha S Quebedeaux
My Commission Expires
07/24/2022
ID No. 125984452

Bidder Shall Return Completed Form with Offer.

Response to page 32 – Good Faith Effort

We answered "no" to all boxes, as we do not intend to use any contracted work.

Jefferson CAD

Property Search Results > 130542 B F I SYS OF N AMERICA INC for Year 2020 Tax Year: 2020

Property

Account

Property ID:	130542	Legal Description:	P HUMPHREYS-ABS 32 TR 5-A & 5-C 13.202 AC
Geographic ID:	300032-000-000800-00000-3	Zoning:	CM
Type:	Real	Agent Code:	
Property Use Code:	F1		
Property Use Description:	"REAL, COMM (HOTEL/STORE/OFFC)"		

Location

Address:	6425 HIGHWAY 347 TX	Mapsco:	101-87
Neighborhood:	101-YA	Map ID:	0
Neighborhood CD:	101-YA		

Owner

Name:	B F I SYS OF N AMERICA INC	Owner ID:	362512
Mailing Address:	% REPUBLIC SERVICES PROP TAX PO BOX 29246 PHOENIX, AZ 85038-9246	% Ownership:	100.0000000000%
		Exemptions:	

Value

(+) Improvement Homesite Value:	+	$0	
(+) Improvement Non-Homesite Value:	+	$952,458	
(+) Land Homesite Value:	+	$0	
(+) Land Non-Homesite Value:	+	$254,208	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	$0	$0
(+) Timber Market Valuation:	+	$0	$0
(=) Market Value:	=	$1,206,666	
(–) Ag or Timber Use Value Reduction:	–	$0	
(=) Appraised Value:	=	$1,206,666	
(–) HS Cap:	–	$0	
(=) Assessed Value:	=	$1,206,666	

Taxing Jurisdiction

Owner:	B F I SYS OF N AMERICA INC
% Ownership:	100.0000000000%
Total Value:	$1,206,666

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
101	BEAUMONT ISD	1.224050	$1,206,666	$1,206,666	$14,770.19
221	CITY OF BEAUMONT	0.710000	$1,206,666	$1,206,666	$8,567.32
341	PORT OF BEAUMONT	0.114674	$1,206,666	$1,206,666	$1,383.73
755	SABINE NECHES NAV DIST	0.092067	$1,206,666	$1,206,666	$1,110.94
851	DRAINAGE DISTRICT #7	0.311805	$1,206,666	$1,206,666	$3,762.44
901	JEFFERSON COUNTY	0.364977	$1,206,666	$1,206,666	$4,404.05
A59	FARM AND LATERAL ROAD	0.000000	$1,206,666	$1,206,666	$0.00
CAD	JEFFERSON CO APPRAISAL DISTRICT	0.000000	$1,206,666	$1,206,666	$0.00
T341	TIF PORT OF BMT	0.000000	$1,206,666	$1,206,666	$0.00
	Total Tax Rate:	2.817573			
				Taxes w/Current Exemptions:	$33,998.67
				Taxes w/o Exemptions:	$33,998.70

Improvement / Building

Improvement #1: Commercial **State Code:** F1 **Living Area:** 4353.0 sqft **Value:** $475,625

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
COM	COMMERCIAL BUILDING	SA3		1977	4353.0
APK	ASPHALT PARKING LOT	SA3		1977	44000.0
CPK	CONCRETE PARKING LOT	SA3		1977	206810.0

Improvement #2: Commercial **State Code:** F1 **Living Area:** 23890.0 sqft **Value:** $476,833

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
COM	COMMERCIAL BUILDING	YA3		1977	23890.0
CPK	CONCRETE PARKING LOT	YA3		1977	186810.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	S1	Square Foot Syle Type	2.0661	90000.00	300.00	300.00	$50,400	$0
2	A1	Acres Style Type	5.5680	242629.20	0.00	0.00	$101,904	$0
3	A1	Acres Style Type	5.5680	242629.20	0.00	0.00	$101,904	$0

Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2021	N/A	N/A	N/A	N/A	N/A	N/A
2020	$952,458	$254,208	0	1,206,666	$0	$1,206,666
2019	$952,460	$254,200	0	1,206,660	$0	$1,206,660
2018	$910,410	$254,200	0	1,164,610	$0	$1,164,610
2017	$1,013,370	$277,920	0	1,291,290	$0	$1,291,290
2016	$1,013,370	$187,310	0	1,200,680	$0	$1,200,680
2015	$1,013,370	$187,310	0	1,200,680	$0	$1,200,680
2014	$1,013,370	$187,310	0	1,200,680	$0	$1,200,680
2013	$1,016,580	$187,310	0	1,203,890	$0	$1,203,890
2012	$1,262,130	$187,310	0	1,449,440	$0	$1,449,440
2011	$1,262,130	$187,310	0	1,449,440	$0	$1,449,440

2010	$1,376,310	$91,740	0	1,468,050	$0	$1,468,050
2009	$1,376,310	$91,740	0	1,468,050	$0	$1,468,050
2008	$1,511,630	$91,740	0	1,603,370	$0	$1,603,370
2007	$1,560,930	$91,740	0	1,652,670	$0	$1,652,670

Deed History - (Last 5 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	9/28/1994	WD	WARRANTY DEED		BROWNING FERRIS INC			9415461

Tax Due

Property Tax Information as of 08/31/2020

Amount Due If Paid on:

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Questions? Please Call (409) 840-4004

Jefferson CAD

Property Search Results > 127229 ALLIED WASTE SERVICES #5120 for Tax Year: 2020

Year 2020

Property

Account

Property ID:	127229	Legal Description:	S CORZINE ABS 14 PT TR 2 386.613 AC
Geographic ID:	300014-000-000500-00000-7	Zoning:	
Type:	Real	Agent Code:	
Property Use Code:	F5		
Property Use Description:	OPERATING UNITS ACREAGE		

Location

Address:	6433 LABELLE RD TX	Mapsco:	101-47
Neighborhood:		Map ID:	0
Neighborhood CD:			

Owner

Name:	ALLIED WASTE SERVICES #5120	Owner ID:	361388
Mailing Address:	% REPUBLIC SERVICES PROP TAX PO BOX 29246 PHOENIX, AZ 85038-9246	% Ownership:	100.0000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	$0	
(+) Improvement Non-Homesite Value:	+	$410,773	
(+) Land Homesite Value:	+	$0	
(+) Land Non-Homesite Value:	+	$483,266	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	$0	$0
(+) Timber Market Valuation:	+	$0	$0
(=) Market Value:	=	$894,039	
(–) Ag or Timber Use Value Reduction:	–	$0	
(=) Appraised Value:	=	$894,039	
(–) HS Cap:	–	$0	
(=) Assessed Value:	=	$894,039	

Taxing Jurisdiction

Owner: ALLIED WASTE SERVICES #5120
% Ownership: 100.0000000000%
Total Value: $894,039

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
101	BEAUMONT ISD	1.224050	$894,039	$894,039	$10,943.49
341	PORT OF BEAUMONT	0.114674	$894,039	$894,039	$1,025.23
487	WEST JEFFERSON COUNTY MUNICIPAL WATER DIST	0.000000	$894,039	$894,039	$0.00
586	JEFFERSON COUNTY ESD #4	0.076438	$894,039	$894,039	$683.39
755	SABINE NECHES NAV DIST	0.092067	$894,039	$894,039	$823.12

849	DRAINAGE DISTRICT #6	0.220587	$894,039	$894,039	$1,972.13
901	JEFFERSON COUNTY	0.364977	$894,039	$894,039	$3,263.04
A59	FARM AND LATERAL ROAD	0.000000	$894,039	$894,039	$0.00
CAD	JEFFERSON CO APPRAISAL DISTRICT	0.000000	$894,039	$894,039	$0.00
E21	BEAUMONT ETJ	0.000000	$894,039	$894,039	$0.00
T341	TIF PORT OF BMT	0.000000	$894,039	$894,039	$0.00
	Total Tax Rate:	2.092793			

Taxes w/Current Exemptions: $18,710.40

Taxes w/o Exemptions: $18,710.39

Improvement / Building

Improvement #1: Commercial **State Code:** F5 **Living Area:** 1560.0 sqft **Value:** $79,732

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
COM	COMMERCIAL BUILDING	SA3		2004	1560.0
C06	CARPORT/CANOPY	SA3		2004	50.0
C06	CARPORT/CANOPY	SA3		2004	100.0

Improvement #2: Commercial **State Code:** F5 **Living Area:** 3560.0 sqft **Value:** $59,831

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
COM	COMMERCIAL BUILDING	YA3		2004	2800.0
COM	COMMERCIAL BUILDING	YA1		2004	760.0
C10	CARPORT/CANOPY	YA3		2004	240.0

Improvement #3: Commercial **State Code:** F5 **Living Area:** 0.0 sqft **Value:** $271,210

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
COM	COMMERCIAL BUILDING	S		2004	0.0
COM	COMMERCIAL BUILDING	S		2004	0.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	A1	Acres Style Type	13.0000	566280.00	0.00	0.00	$16,250	$0
2	A1	Acres Style Type	115.0130	5009835.60	0.00	0.00	$143,766	$0
3	A1	Acres Style Type	231.6000	10088496.00	0.00	0.00	$289,500	$0
4	A1	Acres Style Type	27.0000	1176120.00	0.00	0.00	$33,750	$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2021	N/A	N/A	N/A	N/A	N/A	N/A
2020	$410,773	$483,266	0	894,039	$0	$894,039
2019	$420,640	$483,270	0	903,910	$0	$903,910
2018	$395,810	$483,270	0	879,080	$0	$879,080
2017	$395,810	$483,270	0	879,080	$0	$879,080
2016	$395,810	$530,230	0	926,040	$0	$926,040
2015	$395,810	$530,230	0	926,040	$0	$926,040
2014	$469,560	$530,230	0	999,790	$0	$999,790
2013	$469,560	$530,230	0	999,790	$0	$999,790
2012	$469,560	$530,230	0	999,790	$0	$999,790
2011	$469,560	$706,960	0	1,176,520	$0	$1,176,520
2010	$469,560	$707,310	0	1,176,870	$0	$1,176,870
2009	$469,560	$707,310	0	1,176,870	$0	$1,176,870

2008	$469,560	$707,310	0	1,176,870	$0	$1,176,870
2007	$469,560	$707,310	0	1,176,870	$0	$1,176,870

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	4/1/1992	WD	WARRANTY DEED		SOUTH BEAUMONT FARMS INC			102421501

Tax Due

Property Tax information as of 08/31/2020

Amount Due if Paid on:

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Questions Please Call (409) 840-9944

Website version: 2.2.21 Database last updated on: 8/30/2020 6:00:00 PM © N. Harris Computer Corporation

Jefferson CAD

Property Search Results > 162235 REPUBLIC SERVICES BEAUMONT / BFI for Year 2020

Tax Year: 2020

Property

Account

Property ID:	162235	Legal Description:	INV F&F M&E VEHS BFI WASTE SRVS OF TX
Geographic ID:	700000-000-066442-00000-8	Zoning:	
Type:	Personal	Agent Code:	
Property Use Code:	L1		
Property Use Description:	TANGIBLE PERS COMM LEASED/BUS		

Location

Address:	6425 HIGHWAY 347 BEAUMONT, TX	Mapsco:	101-87
Neighborhood:		Map ID:	0
Neighborhood CD:			

Owner

Name:	REPUBLIC SERVICES BEAUMONT / BFI	Owner ID:	362562
Mailing Address:	BFI WASTE SRVS OF TEXAS #4862 PO BOX 29246 PHOENIX, AZ 85038-9246	% Ownership:	100.0000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	$0		
(+) Improvement Non-Homesite Value:	+	$0		
(+) Land Homesite Value:	+	$0		
(+) Land Non-Homesite Value:	+	$0	Ag / Timber Use Value	
(+) Agricultural Market Valuation:	+	$0	$0	
(+) Timber Market Valuation:	+	$0	$0	
(=) Market Value:	=	$1,414,714		
(–) Ag or Timber Use Value Reduction:	–	$0		
(=) Appraised Value:	=	$1,414,714		
(–) HS Cap:	–	$0		
(=) Assessed Value:	=	$1,414,714		

Taxing Jurisdiction

Owner: REPUBLIC SERVICES BEAUMONT / BFI
% Ownership: 100.0000000000%
Total Value: $1,414,714

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax

101	BEAUMONT ISD	1.224050	$1,414,714	$1,414,714	$17,316.81
221	CITY OF BEAUMONT	0.710000	$1,414,714	$1,414,714	$10,044.47
341	PORT OF BEAUMONT	0.114674	$1,414,714	$1,414,714	$1,622.31
755	SABINE NECHES NAV DIST	0.092067	$1,414,714	$1,414,714	$1,302.48
851	DRAINAGE DISTRICT #7	0.311805	$1,414,714	$1,414,714	$4,411.15
901	JEFFERSON COUNTY	0.364977	$1,414,714	$1,414,714	$5,163.38
A59	FARM AND LATERAL ROAD	0.000000	$1,414,714	$1,414,714	$0.00
CAD	JEFFERSON CO APPRAISAL DISTRICT	0.000000	$1,414,714	$1,414,714	$0.00
	Total Tax Rate:	2.817573			
				Taxes w/Current Exemptions:	$39,860.60
				Taxes w/o Exemptions:	$39,860.60

Improvement / Building

No improvements exist for this property.

Land

No land segments exist for this property.

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2021	N/A	N/A	N/A	N/A	N/A	N/A
2020	$0	$0	0	1,414,714	$0	$1,414,714
2019	$0	$0	0	1,266,210	$0	$1,266,210
2018	$0	$0	0	1,620,920	$0	$1,620,920
2017	$0	$0	0	1,397,040	$0	$1,397,040
2016	$0	$0	0	1,471,640	$0	$1,471,640
2015	$0	$0	0	935,300	$0	$935,300
2014	$0	$0	0	2,263,630	$0	$2,263,630
2013	$0	$0	0	2,933,490	$0	$2,933,490
2012	$0	$0	0	3,022,140	$0	$3,022,140
2011	$0	$0	0	2,374,440	$0	$2,374,440
2010	$0	$0	0	3,692,170	$0	$3,692,170
2009	$0	$0	0	5,200,020	$0	$5,200,020
2008	$0	$0	0	3,662,120	$0	$3,662,120
2007	$0	$0	0	3,662,120	$0	$3,662,120

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number

Tax Due

Property Tax Information as of 08/31/2020

Amount Due If Paid on:

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Questions Please Call (409) 840-2004

Jefferson CAD

Property Search Results > 196024 REPUBLIC SERVICES #3335 for Year 2020 Tax Year: 2020

Property

Account

Property ID:	196024	Legal Description:	LEASED EQUIP STEIN MART #122
Geographic ID:	700000-000-509685-00000-7	Zoning:	
Type:	Personal	Agent Code:	
Property Use Code:	L1		
Property Use Description:	TANGIBLE PERS COMM LEASED/BUS		

Location

Address:	4436 DOWLEN RD BEAUMONT, TX	Mapsco:	101-105
Neighborhood:		Map ID:	0
Neighborhood CD:			

Owner

Name:	REPUBLIC SERVICES #3335	Owner ID:	187197
Mailing Address:	COMPACTOR RENTAL SYSTEMS PO BOX 29246 PHOENIX, AZ 85038-9246	% Ownership:	100.0000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	$0	
(+) Improvement Non-Homesite Value:	+	$0	
(+) Land Homesite Value:	+	$0	
(+) Land Non-Homesite Value:	+	$0	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	$0	$0
(+) Timber Market Valuation:	+	$0	$0
(=) Market Value:	=	$1,524	
(–) Ag or Timber Use Value Reduction:	–	$0	
(=) Appraised Value:	=	$1,524	
(–) HS Cap:	–	$0	
(=) Assessed Value:	=	$1,524	

Taxing Jurisdiction

Owner: REPUBLIC SERVICES #3335
% Ownership: 100.0000000000%
Total Value: $1,524

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax

101	BEAUMONT ISD	1.224050	$1,524	$1,524	$18.65
221	CITY OF BEAUMONT	0.710000	$1,524	$1,524	$10.82
341	PORT OF BEAUMONT	0.114674	$1,524	$1,524	$1.75
755	SABINE NECHES NAV DIST	0.092067	$1,524	$1,524	$1.40
849	DRAINAGE DISTRICT #6	0.220587	$1,524	$1,524	$3.36
901	JEFFERSON COUNTY	0.364977	$1,524	$1,524	$5.57
A59	FARM AND LATERAL ROAD	0.000000	$1,524	$1,524	$0.00
CAD	JEFFERSON CO APPRAISAL DISTRICT	0.000000	$1,524	$1,524	$0.00
	Total Tax Rate:	2.726355			

Taxes w/Current Exemptions:	$41.55
Taxes w/o Exemptions:	$41.55

Improvement / Building

No improvements exist for this property.

Land

No land segments exist for this property.

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2021	N/A	N/A	N/A	N/A	N/A	N/A
2020	$0	$0	0	1,524	$0	$1,524
2019	$0	$0	0	1,520	$0	$1,520
2018	$0	$0	0	1,910	$0	$1,910
2017	$0	$0	0	1,900	$0	$1,900
2016	$0	$0	0	1,270	$0	$1,270
2015	$0	$0	0	1,270	$0	$1,270
2014	$0	$0	0	950	$0	$950
2013	$0	$0	0	950	$0	$950
2012	$0	$0	0	1,270	$0	$1,270
2011	$0	$0	0	1,130	$0	$1,130
2009	$0	$0	0	1,130	$0	$1,130
2008	$0	$0	0	1,130	$0	$1,130
2007	$0	$0	0	3,600	$0	$3,600

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number

Tax Due

Property Tax Information as of 08/31/2020

Amount Due If Paid on:

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Questions? Please Call (409) 840-9944

Values Effective Last Updated on: 8/31/2020 7:52 PM

CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY) 06/22/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
CANNON COCHRAN MANAGEMENT SERVICES, INC.
17015 N. SCOTTSDALE RD
SCOTTSDALE, AZ 85255

CONTACT NAME:
PHONE (A/C No.Ext): | **FAX (A/C No.Ext):**
E-MAIL ADDRESS: certificateteam@ccmsi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ACE American Insurance Co.	22667
INSURER B: Indemnity Insurance Company of NA	43575
INSURER C: ACE Fire Underwriters	20702
INSURER D: Illinois Union Insurance Company	27960
INSURER E:	
INSURER F:	

INSURED
REPUBLIC SERVICES, INC.
18500 N. ALLIED WAY
PHOENIX, AZ 85054

COVERAGES **CERTIFICATE NUMBER: 1573399** **REVISION NUMBER: 2**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PROJECT [ ] LOC [ ] OTHER:			HDO G71450892	06/30/2020	06/30/2021	EACH OCCURRENCE	$ 5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 5,000,000
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	$ 5,000,000
							GENERAL AGGREGATE	$ 5,000,000
							PRODUCTS -COMP/OP AGG	$ 5,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [X] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			ISA H25305425	06/30/2020	06/30/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
							BODILY INJURY(Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	
							AGGREGATE	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WLR C67458424 AOS WLR C67458382-CA/MA/OR SCF C67458461 - WI WCU C67458503 - OH XS TNS C66948560 - TX NSXS	06/30/2020 06/30/2020 06/30/2020 06/30/2020 06/30/2020	06/30/2021 06/30/2021 06/30/2021 06/30/2021 06/30/2021	[X] PER STATUTE [ ] OTHER	
A							E.L. EACH ACCIDENT	$ 3,000,000
C							E.L. DISEASE -EA EMPLOYEE	$ 3,000,000
D							E.L. DISEASE -POLICY LIMIT	$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

EVIDENCE OF COVERAGE - FOR USE FOR REPUBLIC SERVICES, INC. AND ALL ITS SUBSIDIARIES

EVIDENCE OF COVERAGE

CERTIFICATE HOLDER

EVIDENCE OF COVERAGE

United States

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

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054
POLICY NUMBER See First Page		
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

CERTIFICATE NUMBER: 1573399

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:
Certificate holder is Additional Insured including on-going and completed operations when required by written contract.
Coverage is primary and non-contributory when required by written contract.
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:
Certificate holder is Additional Insured when required by written contract.
Coverage is primary and non-contributory when required by written contract.
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:
Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

Stop gap coverage for ND, WA and WY is covered under policy no. WLR C67458424 and stop gap coverage for OH is covered under policy no. WCU C67458503, as noted on page 1 of this certificate.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:
Insured is a registered non-subscriber to the Texas Workers Compensation Act. Insured has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C66948560) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.

EVIDENCE OF COVERAGE

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Sealed Bid

Bid No: IFB 20-31/YS

Bid Name: Term Contract for Trash and Biomedical Waste Container Service for Jefferson County

Bid Due Date: Wednesday, September 2, 2020

Bidder:
Republic Services of Beaumont
6425 HWY 347
Beaumont, TX 77705

Attention: Purchasing Agent

Ysaiw
Rec. 9/2/2020
10:04 am

Stericycle®
Healthcare Compliance Solutions

August 26, 2020

Yea-Mei Sauer
Jefferson County
Purchasing Department
1149 Pearl Street
1st Floor
Beaumont, TX 77701
(409) 835-8593
ysauer@co.jefferson.tx.us

Dear Yea-Mei,

On behalf of Stericycle, INC, I am pleased to present you with the following proposal for regulated medical waste management services. Stericycle welcomes the challenge to contribute to the success of your plans and we appreciate this opportunity.

What has made Stericycle successful from the start is our dedication to our mission and vision. Our corporate mission is to combine integrated solutions with superior customer service to promote safety, compliance and risk management for our customers. For you, this translates to the kind of service you expect, a committed, stable partner who will ensure the ease of operations in your facility and the ecologically sound disposal of your medical waste reliably – on time and on budget. This translates to you as a long-term commitment to finding solutions that will make your business run easier, more compliant, and more efficient.

Stericycle takes pride on being the expert in the industry for one reason – because it has made our service that much more comprehensive and valuable. We remain committed to excellence, safety and regulatory compliant while providing the highest quality of medical waste disposal services available today.

Thank you for your time and consideration.

Sincerely,

Joe Sagala

Joe Sagala
Government Account Executive
Phone: 866-978-3744
Direct: 847-943-6604
Fax: 800-507-8052
Email: government@stericycle.com or jsagala@stericycle.com

Compliance Leadership

Stericycle is a global business-to-business compliance solutions company. We provide an array of highly specialized solutions serving government organizations of every size. Since our founding in 1989, we have grown from a small startup in medical waste management into a leader across a range of increasingly complex and regulated arenas, such as:

- Regulated waste management and compliance solutions
- Secure information destruction
- Environmental and sustainable solutions

Every government and municipal organization must comply with increasingly strict regulatory guidelines and quality controls in the delivery of their core businesses. Large or small, organizations can't always do it on their own. They seek out Stericycle to help them. We have the expertise and passion to take on many complicated services our clients don't always know how to do well but that ultimately make their organizations better.

200+ Treatment and Transfer Facilities in the U.S.[1]

30 Years of Experience[2]

70 Million Lbs. of Pharmaceutical Waste Safely Disposed[2]

Over 6300 Trucks in Our Dedicated Fleet[1]

1.7 Billion Lbs. of Regulated Medical Waste Safely Disposed[2]

99.7% On-Time Service[3]

Read more about our services »

We protect what matters.

Stericycle®

Solutions that Improve Compliance, Safety and Sustainability

Our compliance expertise and national network of local facilities help your organization navigate through local, state and federal regulations. Our reliable services keep you compliant, your community safe and can be combined to fully streamline your medical waste stream management–protecting your financial and brand integrity.

Regulated Medical Waste Service
Protects against potential risks associated with the handling, transportation, treatment and disposal of medical waste.

Sharps Waste Solutions
Enables the safe collection and disposal of sharps through a variety of solutions that range from disposable and reusable sharps containers to mailback kits.

Hazardous and Non-Hazardous Drug Disposal Services
Provides a safe and simple way to dispose of unused medications in compliance with the Environmental Protection Agency (EPA) and Department of Transportation (DOT).

CsRx® Controlled Substance Waste Service
A safe and secure program to dispose of controlled substance waste, reducing the risk of diversion.

Seal&Send℠ Mailback Envelopes
Allows consumers to properly dispose of unused medications.

Pharmaceutical Collection Kiosk Program
Safe, reliable and anonymous outlets for consumers and ultimate end-users to dispose of their unused and/or expired drugs.

Compliance Solutions
Helps you save time and work smarter with access to HIPAA, OSHA and Coding training resources on our secure online portal, MyStericycle.com.

Health Care Hazardous Waste Service
Provides waste characterization, transportation and compliant disposal of hazardous waste, including lab packs, liquid chemicals and universal waste.

Shred-it® Secure Information Destruction
Provides secure document and e-media destruction services and helps maintain compliance with the Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH).

Health Care Products
Access thousands of products including sharps containers, infection control and safety items.

For questions, RFPs, or price quotes, please contact us at
1-866-978-3744 or email us at **government@Stericycle.com**

SOURCES:
1. Stericycle data, 2016.
2. Stericycle was founded in 1989, January 2019.
3. Stericycle data, based on missed stops report for medical waste YTD through August 2018.

We protect what matters.

Stericycle®

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JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street, 1st Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE
Advertisement for Invitation for Bids

August 4, 2020

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 20-031/YS, Term Contract for Trash and Biomedical Waste Container Service for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, https://www.co.jefferson.tx.us/Purchasing/ or by calling 409-835-8593.**

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:	**Term Contract for Trash and Biomedical Waste Container Service for Jefferson County**
BID NO:	**IFB 20-031/YS**
DUE DATE/TIME:	**11:00 AM CT, Wednesday, September 2, 2020**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, Texas 77701**

Any questions relating to these requirements should be directed to Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us.

Jefferson County encourages Disadvantaged Business Enterprises to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. Individuals requiring special accommodations are requested to contact our office at 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

All interested firms are invited to submit a bid in accordance with the terms and conditions stated in this bid.

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – August 5, 2020 and August 12, 2020

IFB 20-031/YS
Term Contract for Trash and Biomedical Waste Container Service for Jefferson County
Bids due: 11:00 AM CT, Wednesday, September 2, 2020

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Bid Submissions:

Bidder is responsible for submitting:

- One (1) *original* bid copy to include a completed copy of this specifications packet, in its entirety.
- Two (2) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

Additionally, Bidder must monitor the Jefferson County Purchasing Department Website (below) to see if addenda or additional instructions have been posted. Failure to return all required forms could result in a response being declared as non-responsive.

https://www.co.jefferson.tx.us/Purchasing/

Instructions to Bidders

1. Bid Submission

Bids must be submitted in complete original form by mail or messenger to the following address:

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

Bidder shall submit bid in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope of 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 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 – 2020:

January 1	Wednesday	New Year's
January 20	Monday	Martin Luther King, Jr. Day
February 17	Monday	President's Day
April 10	Friday	Good Friday
May 25	Monday	Memorial Day
July 3	Friday	Independence Day
September 7	Monday	Labor Day
November 11	Wednesday	Veteran's Day
November 26 & 27	Thursday & Friday	Thanksgiving
December 24 & 25	Thursday & Friday	Christmas

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 a awarded a contract, Offeror may appear before the Commissioners' Court and

present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

10. Contract

A response to an IFB is an offer to contract with Jefferson County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Jefferson County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

11. Waiver of Subrogation

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

12. Fiscal Funding

A multi-year contract (if requested by the specifications) continuing as a result of an extension option must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

13. Bid Results

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page (http://co.jefferson.tx.us/ purchasing/main.htm) as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Department.

14. Changes and Addenda to Bid Documents

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

15. Specifications

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

16. Delivery

Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder (in writing on the included Bid Form), prices bid will be considered as being based on F.O.B. destination/delivered freight included.

17. Interpretation of Bid and/or Contract Documents

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

18. Currency

Prices calculated by the bidder shall be stated in U.S. dollars.

19. Pricing

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

20. Notice to Proceed/Purchase Order

The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent.

21. Certification

By signing the offer section of the Offer and Acceptance page, bidder certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- The bidder hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the bidder to the contract.

22. Definitions

"County" – Jefferson County, Texas.

"Contractor" – The bidder whose proposal is accepted by Jefferson County.

23. Minority-Women Business Enterprise Participation

It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

General Conditions of Bidding and Terms of Contract

By execution of this document, the vendor accepts all general and special conditions of the contract as outlined below and in the specifications and plans.

1. Bidding

1.1 Bids. All bids must be submitted on the bid form furnished in this package.

1.2 Authorized Signatures. The bid must be executed personally by the vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the bid to become a valid bid.

1.3 Late Bids. Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

1.4 Withdrawal of Bids Prior to Bid Opening. A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date. .

1.5 Withdrawal of Bids after Bid Opening. Bidder agrees that its offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

1.6 Bid Amounts. Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

1.7 Exceptions and/or Substitutions. All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

1.8 Alternates. The Invitation for Bid and/or specifications may expressly allow bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

1.9 Descriptions. Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

1.10 Bid Alterations. Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

1.11 Tax Exempt Status. Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

1.12 Quantities. Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

1.13 Bid Award. Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose

intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

1.14 Silence of Specifications for Complete Units. All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

1.15 Addenda. Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

1.16 General Bid Bond/Surety Requirements. Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.17 General Insurance Requirements. Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.18 Responsiveness. A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

1.19 Responsible Standing of Bidder. To be considered for award, bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

1.20 Confidential/Proprietary Information

If any material in the bid submission is considered by Bidder to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Bidder), Bidder **must** clearly mark the applicable pages of Bidder's bid submission to indicate each claim of confidentiality. Additionally, Bidder must include a statement on company letterhead identifying all Bid Submission section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire bid submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire bid submission subject to release under the Texas Public Information Act.

By submitting a bid, Bidder agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Bidder's bid submission or other information submitted by Bidder.

1.21 Public Bid Opening. Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

2. Performance

2.1 Design, Strength, and Quality. Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

2.2 Age and Manufacture. All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

2.3 Delivery Location. All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

2.4 Delivery Schedule. Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

2.5 Delivery Charges. All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract are to be included in the bid price.

2.6 Installation Charges. All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

2.7 Operating Instructions and Training. Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.

2.8 Storage. Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

2.9 Compliance with Federal, State, County, and Local Laws. Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

2.10 OSHA. The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

2.11 Patents and Copyrights. The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

2.12 Samples, Demonstrations and Testing. At Jefferson County's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the bidder/vendor.

2.13 Acceptability. All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

2.14 Maintenance. Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

2.15 Material Safety Data Sheets. Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the bidder to furnish this documentation, will be cause to reject any bid applying thereto.

2.16 Evaluation. Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves to right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. Purchase Orders and Payment

3.1 Purchase Orders. A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

3.2 Invoices. All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

3.3 Prompt Payment. In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receive and acceptance by the County of the merchandise ordered and of a valid invoice. Successful bidder(s) is required to pay subcontractors within ten (10) days after the successful bidder receives payment from the County.

3.4 Funding. Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

4. Contract

4.1 Contract Definition. The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful bidder and Jefferson County.

4.2 Contract Agreement. Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and, upon agreement between vendor(s) and Jefferson County, may be renewed annually for up to four (4) additional years.

4.3 Change Order. No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

4.4 Price Re-determination. A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

4.5 Termination. Jefferson County reserves the right to terminate the contract for default if the bidder breached any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

4.6 Conflict of Interest. Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

4.7 Injuries or Damages Resulting from Negligence. Successful vendor shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County growing out of such injury or damages.

4.8 Interest by Public Officials. No public official shall have interest in this contract, in accordance with Texas Local Government Code.

4.9 Warranty. The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

4.10 Uniform Commercial Code. The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

4.11 Venue. This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.

4.12 Sale, Assignment, or Transfer of Contract. The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

4.13 Silence of Specifications. The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

5. Federal Emergency Management Agency (FEMA) Mandated Contract Clauses

If applicable to the work and services being performed by CONTRACTOR under the parties' AGREEMENT, the following provisions are adopted and form part of this AGREEMENT:

(A) DAMAGES, 2 CFR §200.326 Appendix II to Part 200 (A)

(1) All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.

(2) In the event of Contractor's breach of its performance obligations, County shall have all rights and remedies against Contractor as provided by law.

(B) TERMINATION RIGHTS, 2 CFR §200.326 Appendix II to Part 200 (B)

Termination for Convenience: Whenever the interests of the County so require, County may terminate the parties' Agreement, in whole or in part, for the convenience of the County. County shall give Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Contractor has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by County, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.

Termination for Cause: The County may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Contractor's receipt of a Notice of Deficiency provided by County.

(C) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a

subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

D. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT, 2 CFR §200.326 Appen. II to Part 200 (D)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(1) Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009-2/January 2016);

(2) Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(a) CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.

(b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

(c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326 Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)

Contracts in excess of $100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-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 (l) 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 (l) 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 (l) of this section.

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 Appendix II to Part 200 (F)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 Appendix II to Part 200 (G)

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding $100,000.

H. ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 Appendix II to Part 200 (H)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

I. DEBARMENT AND SUSPENSION, 2 CFR §200.326 Appendix II to Part 200 (I)

(1) This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

J. BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 Appendix II to Part 200 (J)

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

K. PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

(a) Competitively within a timeframe providing for compliance with the contract performance schedule;
(b) Meeting contract performance requirements; or
(c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designate items is available at http://www.epa.gov/cpg/products/htm.

L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

M. ACCESS TO RECORDS

(1) CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

N. SEAL, LOGO AND FLAGS

CONTRACTOR shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply will all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

P. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

Q. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this contract.

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder shall ensure that required parts of the bid are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Bidder is responsible for submitting one (1) *original* bid copy to include a completed copy of this specifications packet in its entirety; and two (2) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

All bids shall be tightly sealed in an opaque envelope or box and plainly marked "SEALED BID." The outside of the envelope or box shall also include: Bid Number, Bid Name, Bid Due Date, Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

2. Vendor Registration: SAM (System for Award Management).

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: https://www.sam.gov

Bidders are strongly encouraged to review their firm's SAM (System for Award Management) status prior to Bid Submission.

3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), **unless contract is considered exempt as described below.**

In 2017, the Texas legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

FORM 1295 Exemptions: What type of contracts are exempt from the Form 1295 filing requirement under the amended law? The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission) – CONTINUED

Upon entering into a contract or professional agreement, the Jefferson County Purchasing Department will submit a request to the Vendor to both:

1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.
Vendors must enter the required information on Form 1295, and print a copy of the completed form.
The form will include a certification of filing that will contain a unique certification number.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

4. Multiple Vendor Award

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

5. Delivery

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the contractor, at the discretion of, and at no additional charge to, Jefferson County.

6. Payment

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

Invoices shall be submitted to: Jefferson County Auditing Department, Attention: Accounts Payable, 1149 Pearl Street, 7th floor, Beaumont, TX 77701.

7. Usage Reports

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

8. Insurance

The contractor (including any and all subcontractors as defined in Section 9.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; ~~a copy of the policy wording~~ or endorsement is required.

Vendor Broad endorsement Form

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.

Vendor broad endorsement form

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations	$1,000,000
Excess Liability	$1,000,000

Property Insurance (policy below that is applicable to this project):
Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (See Section 9 Below)

9. Workers' Compensation Insurance

9.1 Definitions:

9.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

9.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

9.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

9.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 8 above.

9.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

9.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

9.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.

9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us regarding any questions or comments. Please reference bid number 20-031/YS.

Scope

Contract shall be in effect for an initial period of one (1) year **beginning on or about the date of award**, with an option to renew for up to four (4) additional years.

Specific pickup schedules and container locations shall be coordinated with the department heads for each location requiring trash container service. Contractor shall respond to request for changes in pickups and containers with one (1) business day.

Contractor shall furnish containers as required, collect and remove from County premises, transport to treatment and/or disposal facility, and treat and/or dispose of all waste deposited into containers.

Contractor shall maintain bulk containers, and shall exercise reasonable care to keep the County's service areas neat and clean. Maintenance or repairs necessitated by the County's misuse or accident shall not be the responsibility of the successful bidder.

Contractor shall furnish containers as required, collect and remove from County premises, transport to treatment and/or disposal facility, and treat and/or dispose of all biomedical waste container waste and sharps generated by the County and deposited into the containers.

Modification of contract price shall be allowed only on the anniversary date of the contract. Prices throughout the initial one (1) year term shall remain firm/fixed. Written requests for price revisions after the first year shall be submitted in advance to the Jefferson County Purchasing Department. Requests shall be based upon and include documentation of the actual change in cost of components, e.g., dumping fees, involved in the contract. Price increase shall not include overhead or profit. The County reserves the right to reject any price increase and/or to terminate the contract.

Vendor shall invoice "per location", with the location name and address included on invoice.

Bidder Information Form

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

Bid Name & Number: Trash and Biomedical Waste Container Service for Jefferson County (IFB 20-013/YS)

Bidder's Company/Business Name: Stericycle, Inc.

Bidder's TAX ID Number: 36-3640402

Contact Person: Joe Sagala **Title:** Government Account Executive

Phone Number (with area code): 847-943-6604

Alternate Phone Number if available (with area code): 866-978-3744

Fax Number (with area code): 800-507-8052

Email Address: government@stericycle.com

Mailing Address (Please provide a physical address for bid bond return, if applicable):

2355 Waukegan Road
Address

Bannockburn, IL 60015
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:

Stericycle, Inc.
Company Name

2355 Waukegan Road
Address

Bannockburn IL 60015
City State Zip

Signature of Person Authorized to Sign

Joe Sagala
Printed Name

Government Account Executive
Title

For clarification of this offer, contact:

Joe Sagala
Name

847-943-6604 800-507-8052
Phone Fax

government@stericycle.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Trash and Biomedical Waste Container Service 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. 20-031/YS, Term Contract for Trash and Biomedical Waste Container Service for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Item I. Standard Waste Containers (10 cubic yards & under)

Waste containers shall be provided and serviced by the successful bidder.

Location	Qty	Capacity	Frequency of Service	Price per Container per Month
Jack Brooks Regional Airport - Main Terminal Highway 69 South, Nederland TX Contact: Duke Youmans 409-719-4961	2	8 cu yd	1 day per week	N/A
Jefferson County Airport - Fuel Service Highway 69 South, Nederland TX Contact: Duke Youmans 409-719-4961	1	8 cu yd	1 day per week	N/A
Jefferson County Airport - Maintenance Shop Highway 69 South, Nederland TX Contact: Duke Youmans 409-719-4961	1	8 cu yd	1 day per week	N/A
Jefferson County Annex I 215 Franklin Street, Beaumont TX Contact: Greg Kelle r 409-835-8511	1	10 cu yd	5 days per week	N/A
Jefferson County Annex II 1295 Pearl Street, Beaumont TX Contact: Greg Keller 409-835-8511	1	10 cu yd	5 days per week	N/A
Jefferson County Annex IV 820 Neches, Beaumont TX Contact: Greg Keller 409-835-8511	1	10 cu yd	5 days per week	N/A
Jefferson County Correctional Facility 5030 Highway 69 South, Beaumont TX Contact: Chief John Shauberger 409-726-2520	1	4 cu yd	2 days per week	N/A
Jefferson County Mosquito Control District 8905 First Street, Beaumont TX Contact: Denise Wheeler 409-719-5940	1	8 cu yd	1 day per week	N/A
Jefferson County Women's Center 145 South 11th Street, Beaumont TX Contact: Kim Atkins 409-434-5470	1	10 cu yd	1 day per week	N/A
Jefferson County Service Center 7789 Viterbo Road, Beaumont TX Contact: Jose Zurita 409-719-5937	1	8 cu yd	1 day per week	N/A
Jefferson County Precinct #1 Service Center 20205 West Highway 90, China TX Contact: Paul Truax 409-434-5430	1	4 cu yd	1 day per week	N/A
Jefferson County Precinct #2 Service Center 7759 Viterbo Road, Beaumont TX Contact: Mike Trahan 409-727-2173	1	8 cu yd	1 day per week	N/A
Mid-County Tax Office 7759 Viterbo Road, Beaumont TX Contact: Mike Trahan 409-727-2173	1	8 cu yd	1 day per week	N/A

Item I. Standard Waste Containers (10 cubic yards & under) (continued)

Waste containers shall be provided and serviced by the successful bidder.

Location	Qty	Capacity	Frequency of Service	Price per Container per Month
Jefferson County Precinct #4 Justice of the Peace 19217 FM 365, Beaumont TX Contact: Lynette Hensley 409-434-5460	1	6 cu yd	1 day per week	N/A
Jefferson County Precinct #4 Service Center 7780 Boyt Road, Beaumont TX Contact: Kenneth Minkins 409-434-5400	1	4 cu yd	2 days per week	N/A
Minnie Rogers Juvenile Justice Center 5326 Highway 69 South, Beaumont TX Contact Chief Ed Cockrell 409-722-7474	1	10 cu yd	5 days per week	N/A
Ben J. Rogers Regional Visitors Center 5055 IH-10 South, Beaumont TX Contact: Kathi Hughes 409-842-0500	1	8 cu yd	1 day per week	N/A
Jefferson County Sheriff's Department - Narcotics 4640 Hangar Drive, Beaumont TX Contact: Major Clay Woodward 409-726-2950	1	4 cu yd	1 day per week	N/A
Jefferson County Precinct #3 Stockpile 24420 Highway 124, Hamshire TX Contact: Kimberly Moles 409-736-2851	1	4 cu yd	1 day per week	N/A
Jefferson County Correctional Facility Gate #3, 5030 Highway 69 South, Beaumont TX Contact: Chief John Shauberger 409-726-2520	1	10 cu yd	6 days per week	N/A

Item II. Standard Waste Containers (Roll-Off)

Waste Containers shall be provided and serviced by the successful bidder.

Location	Qty	Capacity	Frequency of Service	Price per Haul
Jack Brooks Regional Airport - Maintenance Shop Highway 69 South, Nederland TX Contact: Duke Youmans 409-719-4961	1	30 cu yd	will call	N/A
Jefferson County Correctional Facility 5030 Highway 69 South, Nederland TX Contact: Chief John Shauberger 409-726-2520	1	40 cu yd	will call	N/A
Ford Park Baseball Fields 5115 IH-10 South, Beaumont TX Contact: Claudio Oliveira 409-951-5401	2	20 cu yd	will call	N/A

Item III. Compactor (Roll-Off)

County shall provide one (1) self-contained compactor, approximately 30 cubic yard capacity. Successful bidder shall transport this compactor to and from Ford Park Arena and disposal facility and shall treat and/or dispose of all compacted waste into this container.

Location	Qty	Capacity	Frequency of Service	Price per Haul
Ford Park Arena 5115 IH-10 South, Beaumont TX Contact: Claudio Oliveira 409-951-5401	1	30 cu yd	will call	N/A

Item IV. Biomedical Waste Containers

Biomedical waste containers shall be provided and serviced by the successful bidder. Price of boxes and liners shall be included in bid price.

Location	Qty	Price per Container per Haul	Price per Container per Month
Public Health Department - Unit I (Beaumont) 1295 Pearl Street, Beaumont TX Contact: Rachel Dragulski 409-835-8380	1	$36.75	$36.75
Public Health Department - Unit II (Port Arthur) 800 Fourth Street, Port Arthur TX Contact: Vickie McIntyre 409-983-8380	1	$36.75	$36.75
Jefferson County Regional Crime Lab 5030 Highway 69 South, Suite 500, Beaumont TX Contact: Julie Hannon 409-726-2577	6	$36.75	$220.50
Jefferson County Employee Health 1225 Pearl Street, Suite 146-A, Beaumont TX Contact: Leslie Little 409-784-5881	1	$36.75	$36.75
Community Supervision - Port Arthur 800 Fourth Street, Port Arthur TX Contact: Jerry Johnson 409-951-2200	1	$36.75	$36.75
Community Supervision - Beaumont 820 Neches, Beaumont TX Contact: Jerry Johnson 409-951-2200	1	$36.75	$36.75
Jefferson County Women's Center 145 South 11th Street, Beaumont TX Contact: Kim Atkins 409-434-5470	1	$36.75	$36.75
Minnie Rogers Juvenile Justice Center 5326 Highway 69 South, Beaumont TX Contact: Chief Ed Cockrell 409-722-7474	1	$36.75	$36.75
Juvenile Justice - Port Arthur 900 Fourth Street, Port Arthur TX Contact: Chief Ed Cockrell 409-722-7474	1	$36.75	$36.75
Jefferson County Correctional Facility - Property Division 5030 Highway 69 South, Beaumont TX Contact: Emily Beaugh 409-726-2500	1 will call/as needed	$36.75	$36.75

Item IV. Biomedical Waste Containers (continued)

Biomedical waste containers shall be provided and serviced by the successful bidder. Price of boxes and liners shall be included in bid price.

Location	Qty	Price per Container per Haul	Price per Container per Month
Jack Brooks Regional Airport, Main Terminal 6000 Airline Drive, Beaumont TX Contact: Elisabeth Landry 409-719-4950	1 will call/as needed	$36.75	$36.75
Jack Brooks Regional Airport, Jerry Ware Terminal 5000 Jerry Ware Drive, Beaumont TX Contact: Elisabeth Landry 409-719-4950	1 will call/as needed	$36.75	$36.75

Item V. Pharmaceutical Container Disposal * Non-Hazardous Pharmaceutical Waste Only

Location	Qty	Price per Container per Haul
Public Health Deparment - Unit I (Beaumont) 1295 Pearl Street, Beaumont TX Contact: Rachel Dragulski 409-835-8380	1	$60.90
Public Health Department - Unit II (Port Arthur) 800 Fourth Street, Port Arthur TX Contact: Vickie McIntyre 409-983-8380	1	$60.90
Jefferson County Employee Health 1225 Pearl Street, Suite 146-A, Beaumont TX Contact: Leslie Little 409-784-5881	1	$60.90
Minnie Rogers Juvenile Justice Center 5326 Highway 69 South, Beaumont TX Contact: Chief Ed Cockrell	1	$60.90
Juvenile Justice - Port Arthur 900 Fourth Street, Port Arthur TX Contact: Chief Ed Cockrell 409-983-8370	1	$60.90

* Minimum Pickup/No Waste Fee: $36.75

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: * Please See Attached *

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

Bidder Shall Return Completed Form with Offer.

Signature Page

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? ..... **Yes** ☐ **No** ☑

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

Stericycle, Inc.
Bidder (Entity Name)

2355 Waukegan Road
Street & Mailing Address

Bannockburn, IL 60015
City, State & Zip

866-978-3744
Telephone Number

government@stericycle.com
E-mail Address

Signature

Joe Sagala
Print Name

8/26/2020
Date Signed

800-507-8052
Fax Number

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

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

Signature of vendor doing business with the governmental entity

Date

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer
Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

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.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____ _____ _____
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.

Joe Sagala
Printed Name of Authorized Representative

Signature

Government Account Executive
Title

8/26/2020
Date

Bidder Shall Return Completed Form with Offer.

Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☑ No

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Joe Sagala		8/26/2020
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

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

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

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: All services will be provided by Stericycle.

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

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): Joe Sagala

Title: Government Account Executive

Signature: [signature]

Date: 8/26/2020

E-mail address: government@stericycle.com

Contact person that will be in charge of invoicing for this project:

Name (print or type): Cash Apps

Title: N/A

Date: 8/26/2020

E-mail address: cashapps@stericycle.com

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that _____ [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

☑ I certify that Stericycle, Inc. [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Bannockburn, IL (city and state).

Taxpayer Identification Number (T.I.N.):	36-3640402
Company Name submitting bid/proposal:	Stericycle, Inc.
Mailing address:	2355 Waukegan Road Bannockburn, IL 60015
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**
	N/A

* 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, Joe Sagala, the undersigned representative of (company or business name) Stericycle, Inc.
(heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

Signature of Company Representative

8/26/2020
Date

On this 26 day of August, 2020, personally appeared

Joe Sagala, the above named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

Angela Ruggieri
Notary Signature

ANGELA RUGGIERI
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
January 17, 2022

Aug 26, 2020
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 Illinois COUNTY OF Cook

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Illinois,

on this day personally appeared Joe Sagala (name), who

after being by me duly sworn, did depose and say:

"I, Joe Sagala (name) am a duly authorized officer of/agent

for Stericycle, Inc. (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Stericycle, Inc. (name of firm).

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder: Stericycle, Inc.
2355 Waukegan Road Bannockburn, IL 60015

Fax: 800-507-8052 Telephone# 847-943-6604

by: Joe Sagala (print name) Title: Government Account Executive

Signature:

SUBSCRIBED AND SWORN to before me by the above-named
Joe Sagala on

this the 26 day of August, 2020.

ANGELA RUGGIERI
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
January 17, 2022

Notary Public in and for
the State of Illinois

Bidder Shall Return Completed Form with Offer.

Stericycle, Inc., Response to Jefferson County

IFB 20-031/YS

Trash and Biomedical Waste Container Service

Stericycle accepts the terms provided in the **IFB** except as detailed below.

Section 4.5 should be revised to reflect the cure period provided in Section 5(B).

> **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, and further fails to cure such defect within ten (10) days after written notice of the same from Jefferson County, 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.

Stericycle®
Healthcare Compliance Solutions

REFERENCES

1. East Carolina University
200 East 1st Street
Bldg 141
Greenville, NC 27858
Tim Daughtry – daughtry@ecu.edu
Phone: 252-328-1006

2. West Virginia University
1 Waterfront Place
Morgantown, WV 26506
Harry Youdell – harry.youdell@mail.wvu.edu
Phone: 304-293-7008

3. Wisconsin Department of Corrections
3099 E Washington Ave
Madison, WI 53707
Edward Bradley – edward.bradley@wisconsin.gov
Phone: 608-240-5572

4. County of Henrico, VA
8600 Staples Mill Rd
Henrico, VA 23273
Leisel Collins – col119@henrico.us
Phone: 804-501-5687

5. Wyoming Department of Transportation
5300 Bishop Blvd
Cheyenne, WY 82009
Cori Schrinar – dot-procurement-services@wyo.gov
Phone : 307-777-4111

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/03/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA INC. 540 W. MADISON CHICAGO, IL 60661 Attn: Chicago.CertRequest@marsh.com Fax:212-948-0770	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED Stericycle, Inc. 2355 Waukegan Road Bannockburn, IL 60015	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : AIG Specialty Insurance Company — 26883 INSURER B : Greenwich Insurance Company — 22322 INSURER C : XL Insurance America, Inc. — 24554 INSURER D : ACE Property and Casualty Insurance Company — 20699 INSURER E : XL Specialty Insurance Company — 37885 INSURER F : Allied World Assurance Company — 19489

COVERAGES — CERTIFICATE NUMBER: CHI-009519387-02 — REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [X] PRO-JECT [X] LOC OTHER:			EG 1932356	06/01/2020	06/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 300,000 25,000 1,000,000 2,000,000 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			RAD943783303	06/01/2020	06/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	5,000,000
D	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			XEU G71809717 001	06/01/2020	06/01/2021	EACH OCCURRENCE AGGREGATE	$ $	5,000,000 5,000,000
C E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	RWD9435489-03 (AOS) RWR943549003 (AK & WI)	06/01/2020 06/01/2020	06/01/2021 06/01/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
F	POLLUTION LEGAL LIABILITY			0310-7450	06/01/2020	06/01/2023	LIMITS PER OCCURRENCE		10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance

CERTIFICATE HOLDER	CANCELLATION
Stericycle, Inc. 2355 Waukegan Road Bannockburn, IL 60015	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee Manashi Mukherjee

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TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

PERMIT FOR MUNICIPAL
SOLID WASTE MANAGEMENT SITE
issued under provisions of Texas
Health & Safety Code Ann.
Chapter 361 (Vernon)

Permit No. MSW - 2222 (Endorsement)

Name of Permittee and Site Owner:	Stericycle, Inc 8950 Conroe Park North Drive Conroe, Texas 77303
Facility Name:	Conroe Medical Waste Facility
Classification of Site:	Type V (Autoclave) Municipal Solid Waste Management Facility for Medical Wastes, and Miscellaneous Waste

Wastes to be Accepted:

The permittee is authorized to store, process, and treat medical wastes, and miscellaneous waste in accordance with the limitations, requirements, and other conditions set forth herein. This permit is granted subject to the rules and Orders of the Commission and laws of the State of Texas. Nothing in this permit exempts the permittee from compliance with other applicable rules and regulations of the Texas Commission on Environmental Quality. This permit will be valid until cancelled, amended, or revoked by the Commission, or until the site is completely filled or rendered unusable, whichever occurs first.

APPROVED, ISSUED AND EFFECTIVE in accordance with 30 Texas Administrative Code Chapter 330.

ISSUED DATE:

MAR 1 4 2003

Margaret Hoffman
For the Commission

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION

HAZARDOUS MATERIALS CERTIFICATE OF REGISTRATION FOR REGISTRATION YEAR(S) 2018-2021

Registrant: STERICYCLE INC
ATTN: Jennifer Novotny
28161 N KEITH DRIVER
LAKE FOREST, IL 60045

This certifies that the registrant is registered with the U.S. Department of Transportation as required by 49 CFR Part 107, Subpart G.

This certificate is issued under the authority of 49 U.S.C. 5108. It is unlawful to alter or falsify this document.

Reg. No: 051518550007AC Effective: July 1, 2018 Expires: June 30, 2021

HM Company ID: 71362

Record Keeping Requirements for the Registration Program

The following must be maintained at the principal place of business for a period of three years from the date of issuance of this Certificate of Registration:

(1) A copy of the registration statement filed with PHMSA; and

(2) This Certificate of Registration

Each person subject to the registration requirement must furnish that person's Certificate of Registration (or a copy) and all other records and information pertaining to the information contained in the registration statement to an authorized representative or special agent of the U. S. Department of Transportation upon request.

Each motor carrier (private or for-hire) and each vessel operator subject to the registration requirement must keep a copy of the current Certificate of Registration or another document bearing the registration number identified as the "U.S. DOT Hazmat Reg. No." in each truck and truck tractor or vessel (trailers and semi-trailers not included) used to transport hazardous materials subject to the registration requirement. The Certificate of Registration or document bearing the registration number must be made available, upon request, to enforcement personnel.

For information, contact the Hazardous Materials Registration Manager, PHH-52, Pipeline and Hazardous Materials Safety Administration, U.S. Department of Transportation, 1200 New Jersey Avenue, SE, Washington, DC 20590, telephone (202) 366-4109.

Regulated Medical Waste Acceptance Policy

Stericycle policy requires compliance with all applicable regulations regarding the collection, transportation and treatment of regulated medical waste. Federal Department of Transportation (DOT) Regulations require the generator of regulated medical waste to certify that the packaging and documentation of transported regulated medical waste complies with DOT regulations regarding waste classification, packaging, labeling and shipping documentation. To ensure that neither Stericycle nor the generator of regulated medical waste violates applicable regulations, it is imperative that all parties understand the rules regarding proper identification, classification, segregation and packaging of regulated medical waste. The purpose of this policy is to summarize the minimum requirements for preparing your medical waste for collection, transportation and treatment. Additional facility or state-specific waste acceptance policies may apply based on permit specifications. Please contact your local representative for further information or email customercare@stericycle.com.

REGULATED MEDICAL WASTE

Stericycle accepts medical waste generated in a broad range of medical, diagnostic, therapeutic and research activities. The term "medical waste" includes biohazardous, biomedical, infectious or regulated medical waste as defined under federal, state or local laws, rules, regulations and guidelines. Except as defined by specific state regulations, this excludes RCRA hazardous waste pharmaceuticals, all DEA scheduled drugs including *controlled substances, bulk chemotherapy, waste containing mercury or other heavy metals, batteries of any type, cauterizers, non-infectious dental waste, chemicals such as solvents, reagents, corrosives or ignitable materials classified as hazardous waste under Federal and State EPA Regulations. In addition, Stericycle cannot accept bulk liquids, radioactive materials, or complete human remains (including heads, full torsos and fetuses). Stericycle cannot accept these excluded materials packaged as regulated medical waste. All lab wastes or materials which contain or have the potential to contain infectious substances arising from those agents listed under 42 CFR Part 73 (HHS), 7 CFR Part 331 (USDA-Plant Protection and Quarantine), and 9 CFR Part 121 (USDA-Veterinary Services) are strictly prohibited from medical waste by federal law and must be pretreated prior to disposal. Separate protocol and packaging requirements apply for the disposal of non-hazardous pharmaceuticals. Hazardous waste transportation services may be offered in certain geographical locations, under separate contract. Please contact your local representative for details and packaging specifications.

** Un-dispensed from DEA Registrant*

WASTE SEGREGATION AND PACKAGING

The generator is solely responsible for properly segregating, packaging and labeling of regulated medical waste. Proper segregation and packaging reduces the potential for accidental release of the contents and exposure to employees and the general public. DOT regulations require (49 CFR 173.197) that all packages of regulated medical waste be prepared for transport in containers meeting the following requirements: 1) rigid; 2) leak resistant; 3) impervious to moisture; 4) of sufficient strength to prevent tearing or bursting under normal conditions of use and handling; 5) sealed to prevent leakage during transport; and 6) puncture resistant for sharps. All regulated medical waste must be accompanied by a properly completed shipping document (See 49 CFR 172.202).

MANAGEMENT OF NON-CONFORMING WASTE

As required by regulation and company policy, Stericycle employees may refuse containers that are non-conforming because of their contents or are improperly packaged, leaking, damaged or likely to create a risk of exposure to employees or the general public. Any waste found to be non-conforming to this Waste Acceptance Policy identified in route to, or at a Stericycle location, may be returned to the generator for proper packaging and disposal, or may be rerouted for appropriate destruction; this may include improperly marked regulated medical waste which should have been identified for incineration (i.e. pathological, chemotherapy or non-hazardous pharmaceuticals). Proper segregation and packaging is essential to ensure compliant and safe handling, collection, transportation and treatment of regulated medical waste.

STERICYCLE REGULATED MEDICAL WASTE ACCEPTANCE POLICY CHECKLIST

ACCEPTED REGULATED MEDICAL WASTE

- Sharps - Means any object contaminated with a pathogen or that may become contaminated with a pathogen through handling or during transportation and also capable of cutting or penetrating skin or a packaging material. Sharps includes needles, syringes, scalpels, broken glass, culture slides, culture dishes, broken capillary tubes, broken rigid plastic , and exposed ends of dental wires.
- Regulated Medical Waste or Clinical Waste or (Bio) Medical Waste - Means a waste or reusable material derived from the medical treatment of an animal or human, which includes diagnosis and immunization, or from biomedical research, which includes the production and testing of biological products.

ACCEPTED REGULATED MEDICAL WASTE WHICH MUST BE IDENTIFIED AND SEGREGATED FOR INCINERATION

- Trace Chemotherapy Contaminated Waste - RCRA Empty drug vials, syringes and needles, spill kits, IV tubing and bags, contaminated gloves and gowns, and related materials as defined in applicable laws, rules, regulations or guidelines.
- Pathological Waste - Human or animal body parts, organs, tissues and surgical specimen (decanted of formaldehyde, formalin or other preservatives as required per hazardous waste rules).
- Non-RCRA Pharmaceuticals - Must be characterized and certified as non-RCRA hazardous material by the generator. Excludes all DEA scheduled drugs, including controlled substances*
- California Only - Solidified Suction Canisters - Suction canisters that have been injected with solidifier materials to control liquids or suction canisters made of high heat resistant plastics such as polysulfone.

OTHER REGULATED MEDICAL WASTES NOT ACCEPTED AS REGULATED MEDICAL WASTE BY STERICYCLE

- Untreated Category A Infectious Substances
- Complete Human Remains (including heads, full torsos, and fetuses)
- Bulk Chemotherapy Waste
- Mercury-Containing Dental Waste - Non-contact and contact amalgam and products, chairside traps, amalgam sludge or vacuum pump filters, extracted teeth with mercury fillings and empty amalgam capsules
- Any Mercury Containing Material or Devices - Any mercury thermometers, Sphygmomanometers, lab or medical devices
- RCRA Hazardous Pharmaceutical Waste and all DEA Federal and State Controlled Substances*
- Chemicals - Formaldehyde, formalin, acids, alcohol, waste oil, solvents, reagents, fixer developer, fluorescein
- Compressed Gas Cylinders, Canisters, Inhalers and Aerosol Cans
- Hazardous or Universal Waste - any other waste determined by Federal or State EPA regulations including but not limited to batteries, bulbs, heavy metals, etc.
- Radioactive Waste - Any container with a radioactivity level that exceeds regulatory or permitted limits; lead-containing materials

**Consult Stericycle Representative for specific requirements*

Additional waste acceptance policies may apply based on state or permit specific requirements. Hazardous waste transportation services may be offered in certain geographical locations, under separate contract. Please refer to your local Stericycle Representative for additional information and options for possible hazardous waste handling. For additional information on container and labeling requirements contact our Stericycle Customer Service Department at customercare@stericycle.com

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BID NAME: TERM CONTRACT FOR TRASH AND BIOMEDICAL WASTE CONTAINER SERVICE FOR JEFFERSON COUNTY

BID # IFB 20-031/YS

DUE: 11:00a CT, WEDNESDAY, SEPTEMBER 2, 2020

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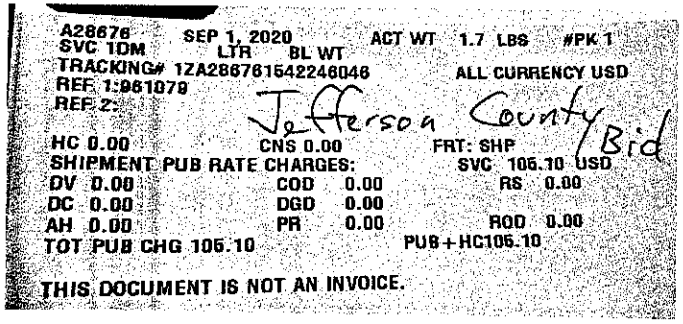

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Delivered On

Wednesday
09/02/2020

Delivery Time

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	09/02/2020 6:45 A.M.	Houston, TX, United States	Departed from Facility
	09/02/2020 5:35 A.M.	Houston, TX, United States	Arrived at Facility
	09/02/2020 3:15 A.M.	Rockford, IL, United States	Departed from Facility
	09/01/2020 11:36 P.M.	Rockford, IL, United States	Arrived at Facility
	09/01/2020 10:09 P.M.	Northbrook, IL, United States	Departed from Facility
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Yea-Mei Sauer

From: Government <Government@STERICYCLE.com>
Sent: Wednesday, September 02, 2020 12:14 PM
To: Yea-Mei Sauer
Subject: RE: IFB 20-031/YS, Term Contract for Trash and Biomedical Waste Container Service for Jefferson County
Attachments: Jefferson County Bid_UPS Shipping Details.pdf

Hi Yea-Mei,

I had utilized the UPS shipping station in our office yesterday morning and chose next day early air which stated it should have been delivered around 9a. The shipping station in our office does not provide a receipt but rather a stub that states the shipment type, tracking number and cost of shipment. The stub also does not provide the ETA of the shipment, only the computer/station when entering the information provides the date and time the shipment will arrive. Attached are the details from the UPS website. Please let me know if you have any questions or need additional information.

Thank You!

Joe Sagala
Government Account Executive, Sales
O: +1 847-943-6604 | F: +1 888-352-2816 | stericycle.com

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From: Yea-Mei Sauer <ysauer@co.jefferson.tx.us>
Sent: Wednesday, September 02, 2020 12:01 PM
To: Government <Government@STERICYCLE.com>
Subject: RE: IFB 20-031/YS, Term Contract for Trash and Biomedical Waste Container Service for Jefferson County

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Joe,

We did receive the bid at 11:05 and the Purchasing Agent will accept it. Can you send me a pdf of your shipping receipt? I'll print out what I can from UPS.

Thank you,

Yea-Mei Sauer, CTPM
Contract Specialist
Jefferson County Purchasing
Ph: 409-835-8593
Fx: 409-835-8456
ysauer@co.jefferson.tx.us

From: Government [mailto:Government@STERICYCLE.com]
Sent: Wednesday, September 02, 2020 10:18 AM
To: Yea-Mei Sauer
Subject: RE: IFB 20-031/YS, Term Contract for Trash and Biomedical Waste Container Service for Jefferson County

Good Morning Yea-Mei,

We had submitted our proposal via UPS and it should arrive prior to the due date. I just went to track the package and it stated that it is out for delivery earlier this morning. If it is not received prior to the 11a deadline please let me know.

Thank You!

Joe Sagala
Government Account Executive, Sales
O: +1 847-943-6604 | F: +1 888-352-2816 | stericycle.com

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Sent: Wednesday, September 02, 2020 10:12 AM
To: Government <Government@STERICYCLE.com>
Subject: RE: IFB 20-031/YS, Term Contract for Trash and Biomedical Waste Container Service for Jefferson County
Importance: High

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Good morning Joe,

Just wanted to check in and let you know I have not received a bid from you yet.

Thank you,

Yea-Mei Sauer, CTPM
Contract Specialist
Jefferson County Purchasing
Ph: 409-835-8593
Fx: 409-835-8456
ysauer@co.jefferson.tx.us

From: Government [mailto:Government@STERICYCLE.com]
Sent: Friday, August 07, 2020 8:41 AM
To: Yea-Mei Sauer
Subject: RE: IFB 20-031/YS, Term Contract for Trash and Biomedical Waste Container Service for Jefferson County

Good Morning Yea-Mei,

Thank you very much for the notice and providing a copy of the bid. If I have any questions I will email them to you otherwise we will review and have a proposal submitted by the due date. Please let me know if you have any questions.

Have a great and safe weekend!

Joe Sagala
Government Account Executive, Sales
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From: Yea-Mei Sauer <ysauer@co.jefferson.tx.us>
Sent: Friday, August 07, 2020 7:53 AM
To: Government <Government@STERICYCLE.com>
Subject: FW: IFB 20-031/YS, Term Contract for Trash and Biomedical Waste Container Service for Jefferson County
Importance: High

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Please see the attached Specifications for IFB 20-031/YS, Term Contract for Trash and Biomedical Waste Container Service for Jefferson County. Bids are due 11:00 am CT, Wednesday, September 2, 2020.

Thank you,

Yea-Mei Sauer, CTPM
Contract Specialist
Jefferson County Purchasing
Ph: 409-835-8593
Fx: 409-835-8456
ysauer@co.jefferson.tx.us

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JEFFERSON COUNTY, TEXAS

Term Contract for Trash and Biomedical Waste Container Service for Jefferson County

IFB 20-031/YS
September 2, 2020

SUBMITTED BY

Waste Management of Texas, Inc.

Experience that Counts

CONTACT
Terry R. Woodson
Public Sector Solutions Manager
(713) 202-1334
twoodson@wm.com

WASTE MANAGEMENT

Mrs. Terry Woodson
Public Sector Solutions Manager

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Houston, TX 77055
twoodson@wm.com

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WASTE MANAGEMENT

WASTE MANAGEMENT
Waste Management of Texas, Inc.
2175 W Cardinal Dr.
Beaumont, TX 77705

September 2, 2020

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701
Attn: Deborah L. Clark, Purchasing Agent

Dear Ms. Clark:

Waste Management Texas, Inc. (Waste Management or WM) is pleased to provide the enclosed response outlining our ability to provide service excellence to Jefferson County, as described in IFB 20-031/YS, Term Contract for Trash and Biomedical Waste Container Service for Jefferson County Commercial Solid Waste Services. Please note that Waste Management is not submitting a bid for the biomedical waste portion of this IFB. Waste Management of Texas, Inc. is registered in the System for Award Management (SAM). Our DUNS number is: 608863197.

Waste Management works with customers of all sizes across North America, and we use this vast experience to set a higher standard for our services and drive continuous improvement in our operations. With Waste Management as your partner, you can expect:

The best value for the County: When choosing a provider for your needs, value is more than just the bottom line. With Waste Management, you will receive best-in-class service from an experienced team focused on delivering quality, on-time, reliable service at the best price possible.

A partner that does things the right way, every day: Waste and recycling collection are highly regulated operations with the potential for significant adverse environmental impacts if not handled properly. As a leader in environmental solutions, we give you peace of mind that your materials will be managed in full compliance with all regulations.

As the largest, most financially stable environmental solutions provider in North America, we have the ability to finance operational improvements, equipment, facility upgrades, and container purchases. We provide gold-standard insurance to protect our partners.

Dedication to your goals because your priorities are our priority: We take pride in being a truly collaborative partner that works with our customers to understand their priorities and structure our operations to help you achieve your goals.

WM notes that there is a request to provide Material Safety Data Sheets, under the "Hazardous Communications Act," for hazardous substances in your IFB. Since we are not providing any materials or consumable items, this does not apply to this contract.

Thank you for the opportunity to participate in your selection of an environmental services partner. We are eager to earn your business. Our team is dedicated to going above and beyond to deliver best-in-class service for Jefferson County. Please do not hesitate to contact me with any questions.

Sincerely,

Terry R. Woodson, Public Sector Solutions Manager
(713) 202-1334 , twoodson@wm.com

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Waste Management is **your partner for environmental service and solutions** whose people **go above and beyond** to **serve and solve** every challenge **the right way.**

Data contained in this proposal is proprietary and publishable information for Waste Management's wholly owned operations, unless otherwise indicated.

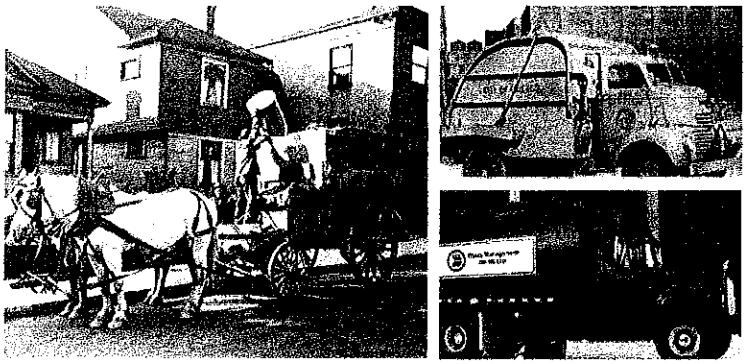
1 | COMPANY OVERVIEW

About Waste Management

Waste Management, based in Houston, Texas, is the leading provider of comprehensive waste management environmental services in North America. Through its subsidiaries, the company provides collection, transfer, disposal services, and recycling and resource recovery. It is also a leading developer, operator, and owner of landfill gas-to-energy facilities in the United States. The company's customers include residential, commercial, industrial, and municipal customers throughout North America. To learn more information about Waste Management, visit www.wm.com or www.thinkgreen.com.

Our Company History: Leading the Path to a More Sustainable Future

Through the hard work, innovation, and steadfast dedication of our employees, Waste Management has been the recognized leader in the environmental services industry for over 50 years. During this time we have partnered with countless customers to implement innovative programs and services that have shaped the solid waste and recycling industry in North America. Key highlights of our history include:



BORN OUT OF A DESIRE TO SERVE COMMUNITY

1968: The original Waste Management, Inc. begins operations, bringing together numerous solid waste companies, including some founded in the late 1880s.

A PIONEER FOR THE ENVIRONMENT

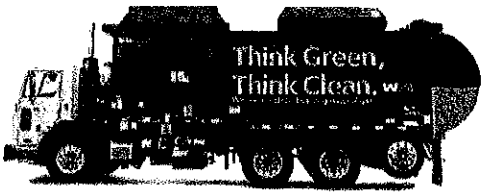
1980s: Waste Management pioneers recycling programs in communities throughout North America. Curbside recycling services begin in many neighborhoods and Waste Management begins to build robust collection, materials recovery, and materials marketing infrastructures to ensure that more of our waste finds second life.

BREAKTHROUGH TECHNOLOGY

1990s: Waste Management refines recycling processing facilities by introducing single-stream recycling that allows for the customer convenience of "all-in-one" cart-based recycling collection.

REDUCING OUR CARBON FOOTPRINT

2007: Waste Management begins transitioning to collection vehicles that run on cleaner fuels, setting a goal to reduce fleet emissions by 15 percent by 2020. The goal is achieved in just four years and by 2018 we reduced fleet emissions 30 percent with the largest heavy-duty natural gas truck fleet in North America.



CLOSING THE LOOP

2009: Our first renewable energy facility opens at our Altamont, CA Landfill, giving Waste Management technology to produce renewable natural gas (RNG) that can be used as transportation fuel from biogas, a gaseous product from the decomposition of organic matter at our landfills. Today, Waste Management has 4 RNG production facilities and nearly a third of our natural gas fleet runs on RNG fuel.

THE CROWN JEWEL OF SUSTAINABLE SPORT

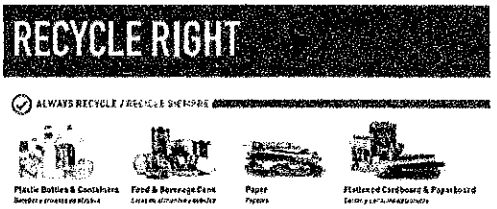
2010: Waste Management begins sponsorship of the Phoenix Open golf tournament. The Waste Management Phoenix Open (WMPO) soon evolves into the premier showcase for environmental best practices and innovation in sustainable sport. The WMPO annually achieves Zero Waste status beginning in 2012 and has earned the nickname "The Greenest Show on Grass."

TURNING FOOD INTO ENERGY

2011: Committed to finding innovative solutions to find a next use for all types of waste, Waste Management opens our first Centralized Organic Recycling equipment (CORe®) patented system, which uses food waste to generate renewable, green energy. Waste Management now operates 4 CORe facilities, with more under development. Each ton of processed food waste can power between eight and 10 homes.

EDUCATING TO RECYCLE RIGHT

2013: The industry's first comprehensive, turn-key recycling education campaign is launched. Recycle Right promotes recycling by simplifying guidelines and providing resources for recycling today, from the latest technologies to tools that inspire others to recycle. With Recycle Right, everyone is empowered to become a recycling ambassador.



THE WORLD OF RECYCLING CHANGES

2017: China, which had been the world's largest market for mixed paper and plastics, sets aggressive environmental goals that culminate with a plan to eliminate imports of all post-consumer recyclables by 2021. In response, Waste Management works to rebalance commodity values by developing markets here in North America. By 2019, over 60 percent of our recycled paper and 100 percent of our processed residential recyclable plastics were marketed to domestic mills while just 3 percent of recyclables were exported to China.

AIMING HIGHER

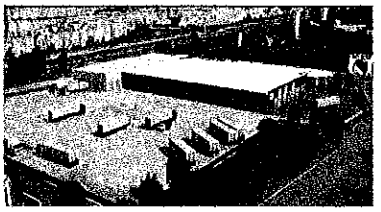
2018: Waste Management sets an ambitious new goal to offset four times the greenhouse gas emissions we generate through our operations by 2038. The ambition is supported by two additional goals: reducing fleet emissions by 40 percent through renewable fuel use in our growing fleet of natural gas vehicles and collecting two million more tons of recycled materials by 2038.

EXPORTING RESPONSIBLY

2019: Responding to the issue of plastic waste in the environment, including marine debris, Waste Management declares that no plastics collected on our residential routes will be sent outside North America, where countries may not be well-equipped to properly handle the materials. Sending plastic to such markets increases the likelihood of more plastics entering rivers, waterways, and oceans.

INVESTING IN THE FUTURE OF RECYCLING

2020: Waste Management opens the "Material Recovery Facility of the Future" - a next generation recycling facility with cutting edge recyclables processing technologies, including optical sorters, advanced screening, and robotics. The new MRF design maximizes outbound quality of recyclable materials while minimizing operating expenses - helping to create more sustainable recycling programs - and serves as the framework for future MRF investments over the next five years.



TODAY, AND BEYOND

Today, Waste Management and our more than 44,900 employees provide environmental services to nearly 20 million customers across North America. We safely process more than 15 million tons of recyclables and dispose of nearly 100 million tons of waste annually. To handle this volume, Waste Management operates the largest network of recycling facilities (148) and landfills (249).

As Waste Management has grown and evolved, so has our commitment to the environment, our customers, and our employees to make our communities - whether a town, business, or campus - better places to live and work. We do this by doing things the right way, every day, now and into the future.

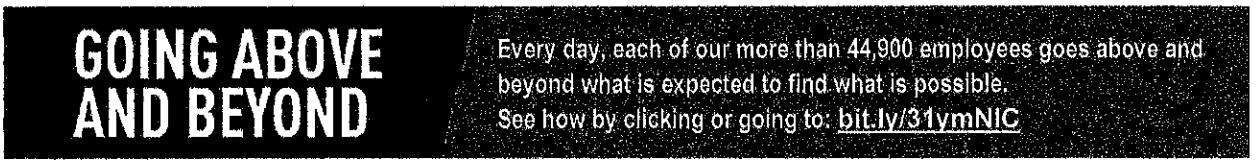
Who We Are and What We Do

At Waste Management, we place our customers at the center of what we do every day. We are a team of more than 44,900 employees motivated by a desire to go above and beyond for our nearly 20 million municipal, commercial, industrial, and residential entities throughout North America for whom we provide a range of environmental solutions, including collection, recycling, disposal, and renewable energy production.

To serve our diverse customer base, we have developed the industry's largest network of collection operations, transfer stations, and recycling and disposal facilities. Unmatched in geographical reach and ability, our network enables us to manage every aspect of our customers' waste streams.

But, our broad geographical coverage and depth of experience allow us to do so much more. With our team of in-house environmental experts, we assist customers with customized sustainability plans. In response to natural disasters or unforeseen needs, we provide almost immediate support to customers by quickly assembling emergency collection services. And, as North America's leading post-consumer recycler, we navigate a complex international commodity market to safeguard the long-term viability of our customers' recycling programs.

For many customers, the authenticity of who we are and the depth of what we do make us more than just a service provider. We strive to be a long-term partner that our customers can trust by doing things the right way, every day.

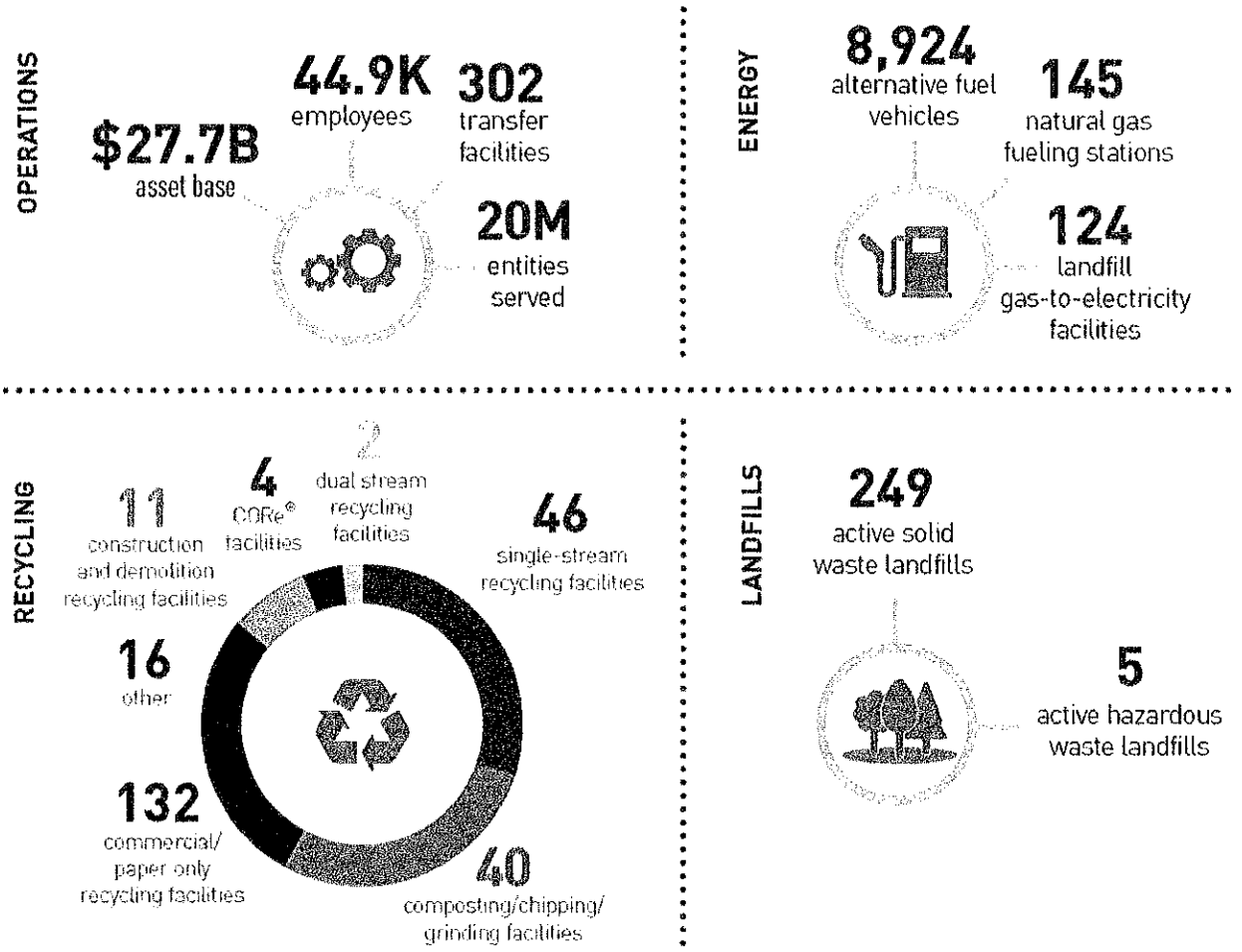


Our Core Services - Redefining Your Expectations

We are pushing the boundaries of what you can expect from your environmental services provider. A sampling of our services and sustainable technologies include:

- ✓ **Sustainable Services Tailored for Jefferson County:** Every aspect of our services is designed with Jefferson County in mind. Our trucks are loaded with technologies that minimize environmental impacts for your County and proactively monitor service quality and vehicle safety.
- ✓ **Recycling:** We have been leading change in the recycling industry for over three decades. We work closely with our customer partners throughout North America to expand access to recycling, and in 2018 we processed 15.2 million tons of recyclables. This number represents a staggering 88 percent increase in recycling tons processed since 2007.
- ✓ **Organics:** We operate a nationwide network of 44 organics recycling facilities, including co-digestion and composting facilities. In 2018, Waste Management processed 3.59 million tons of source-separated organic materials, including yard trimmings, food waste, and biosolids.
- ✓ **Waste-Based Energy:** At our 124 landfill gas-to-energy (LFGTE) facilities, we capture methane and use it as an alternative to fossil fuel-generating electricity that is sold to local utilities and also converted into natural gas fuels. Renewable natural gas produced from processed landfill gas now fuels over 33 percent of our natural gas fleet.
- ✓ **Hard-to-Handle Materials:** We offer several programs to help our customers dispose of hard-to-handle waste streams, including paint, automotive products, flammable and combustible items, batteries, electronic, and medical wastes.
- ✓ **Advancement of New Technologies:** We are dedicated to finding solutions to the problems of tomorrow, today. That is why we are making meaningful investments in companies focused on transforming materials such as solid waste into biofuels and renewable chemicals.

Waste Management At-a-Glance (data represents Waste Management's most recently published information)



The Waste Management Difference: What Sets Us Apart

Our commitments to being a "People First" organization and achieving "Success with Integrity" mean striving for results in all that we do. We hold ourselves and others to higher standards of accountability, honesty, ethics, and compliance. Our people are committed to doing the right thing, the right way, every day. They place our core values of safety, customers, environment, and inclusion and diversity first in all they do.

We believe our employees are our greatest asset, and if we take care of them, they will take care of our customers, communities, shareholders, environment, and each other. These commitments and values are the foundation for the many differentiators that set us apart from our competitors:

An Unmatched Service Network: We serve nearly 20 million municipal, federal, commercial, industrial, and residential customers across North America through a network of 390 collection operations and 249 active solid waste landfill disposal sites.

Extensive Local Resources: In addition to tapping into an industry-leading network of resources across North America, Waste Management of Texas, Inc. offers management, operational, and reserve resources at the local level. A local office with local support/operations, including a single point of contact for your account, and a local fleet of trucks and equipment all add up to world-class service delivery for Jefferson County from an unrivaled resource network.

Assets of $27.7 billion: As the largest asset-based company in the industry with more trucks, landfills, and recycling facilities than any of our competitors, we are positioned to provide unsurpassed service at the most competitive rate to Jefferson County. Our assets and strong financial metrics offer peace of mind and security for Jefferson County.

Ethical Responsibility: At the core of everything we do is our firm commitment to adhere to ethical business standards and practices. We have been recognized annually as an Ethical Leader by many organizations, including the Ethisphere Institute as a World's Most Ethical Company" in 2020, as well as by the Better Business Bureau, Wildlife Habitat Council, and the Dow Jones Sustainability Indexes. These honors reflect our commitment to our employees who strive to take care of our customers, communities, shareholders, environment, and each other.

Environmental Stewardship: Environmental stewardship is the core of our business - our promise to customers, our competitive advantage, and our obligation to the locations in which we operate. In a business as highly regulated as ours, protecting the environment, maintaining compliance, and innovating to improve operations requires an unwavering focus, expertise, comprehensive systems, and internal checks and balances. We have a long track record of supporting high regulatory standards and striving to go beyond them.

Unparalleled Recycling Program: As North America's leading post-consumer recycler and largest marketer of residential recyclables, Waste Management has been leading change in the ever-growing and dynamic recycling industry for more than three decades. From the $1 billion we've invested in recycling processing infrastructure to the 15.2 million tons in recyclables we managed in 2018 to the industry's first recycling education program, Recycle Right - Waste Management is committed to making our world more sustainable.

World-Class Customer Service: At Waste Management, our core principles guide everything we do. Providing world-class customer service is at the top of our list. For our customers, a positive customer service experience rarely goes unnoticed, and we believe those everyday interactions are our best opportunity to provide an exceptional experience for Jefferson County. We have been nationally recognized for our commitment to unsurpassed customer service, and combined with our tested processes and innovative new technologies, we bring Jefferson County a level of service reliability and customer satisfaction that is truly unmatched.

State-of-the-Art Technology: We utilize state-of-the-art technology to maximize safety and customer experience and minimize environmental impacts. From mapping and re-routing vehicles in real time via our onboard computers, to using our DriveCam® cameras to capture community safety concerns, to the industry's largest fleet of trucks that runs on cleaner and quieter Compressed Natural Gas - our technology works for our customers.

Commitment to Near-Zero Emissions: Since the early 1990s, Waste Management has prioritized equipment efficiency and innovation to reduce our vehicles' greenhouse gas (GHG) emissions, in part by converting our diesel trucks to run on cleaner natural gas. For every diesel truck we replace with natural gas we reduce our use of diesel fuel by an average of 8,000 gallons per year along with a reduction of 14 metric tons of GHG emissions per year - the equivalent of a 15 percent emissions reduction per truck. Waste Management's fleet now includes 8,924 natural gas trucks, the largest heavy-duty natural gas truck fleet of its kind in North America.

Leading Training and Safety Programs: Once hired, our drivers undergo intensive immersion training at our state-of-the-art training centers. Over two weeks, drivers gain experience through classroom training and simulated driving courses that reflect real-life obstacles. At the end of training, each driver receives a comprehensive evaluation that confirms their understanding of and commitment to Waste Management's culture of safety.

Proven Employee Hiring Practices: To provide the safest and most secure service for your [CUSTOMER_ENTITY_TYPE], our employees undergo comprehensive background checks and drug testing. Prior to employment, all driver candidates must possess a valid Commercial Driver's License (CDL) for Class-C trucks and must pass a Department of Transportation (DOT) medical exam. Once employed, all drivers are subject to ongoing drug and alcohol screenings.

Commitment to a Diverse Workplace: At Waste Management, we are committed to promoting and fostering a workplace where everyone is valued and respected. Only by fully embracing diversity and the well-being of our employees can we drive superior innovation and service for the customers we serve. Through recruitment and community outreach efforts, we support minority and women's organizations that strive to improve opportunities for professional development and advancement. We have been recognized for best-in-class business practices by the Human Rights Campaign Foundation, the Hispanic/Latino Professionals Association, DIVERSEability Magazine, and Women's Choice Award, among others.

Commitment to Hiring Veterans: In 2019, Waste Management hired more than 580 veterans, which represented roughly 5.57 percent of our United States hires. Today, we have more than 3,000 veterans working in a variety of roles at Waste Management. From 2010 to 2019, we have been named a "Best for Vets" Employer by the Military Times and a Top Military Friendly® Employer by G.I. Jobs/military.com. We take great pride in hiring, training, promoting, and retaining veterans within our company.

2 | WASTE MANAGEMENT'S ABILITY TO PERFORM

Please note that Waste Management is not bidding on the Biomedical Waste Container Services portion of this IFB. We are submitting our response for trash collection at the required locations noted in the Bid Form. This includes Standard Waste Containers (10 cubic yards and under) Standard Waste Containers Roll-Off), and Compactor Roll-Offs. For this request, Waste Management will provide the following services for the sites.

- Scheduling pickups and determining container locations in conjunction with the department heads for each location requiring trash container service. WM will respond to request for changes in pickups and containers with one (1) business day.
- Furnishing containers as required, collecting and removing materials from County premises, transporting collected materials to treatment and/or disposal facility, and disposing of all waste deposited into containers.
- Maintaining bulk containers while taking care to keep the County's service areas neat and clean. Maintenance or repairs necessitated by the County's misuse or accident shall not be the responsibility of WM.

We understand the waste servicing needs of commercial accounts better than anyone in the industry and have the resources, experience, and technology to provide high quality commercial solid waste collection and disposal services to Jefferson County for years to come.

Waste Management will service Jefferson County from our Beaumont Hauling District. This Hauling District, which is located in Jefferson County, is fully staffed and equipped to provide best-in-class service to Jefferson County's commercial locations on the contract start date.

Waste Collection Service Schedule

Waste Management will develop a collection schedule for all of the County's collections. We will coordinate this service schedule with the County to minimize disruption of normal facility operations.

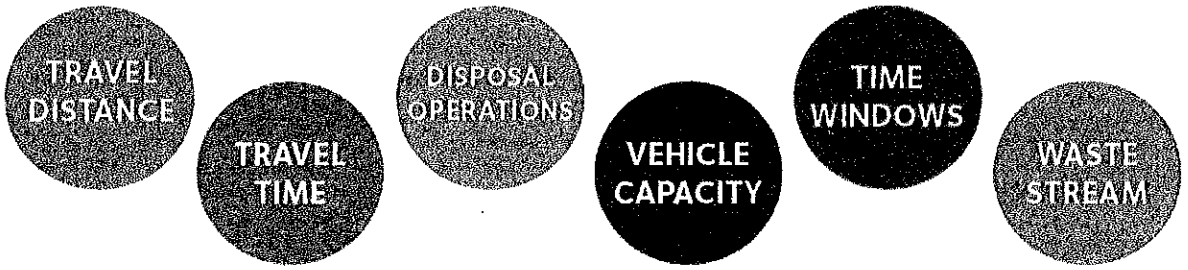
All regularly scheduled collections will be completed on the scheduled day, unless modifications are agreed to by the County.

Holidays: When a regular collection day falls on a holiday, the waste container will be emptied on the day following the regular scheduled collection day.

More Efficient Routes Means Less Time on Your Streets

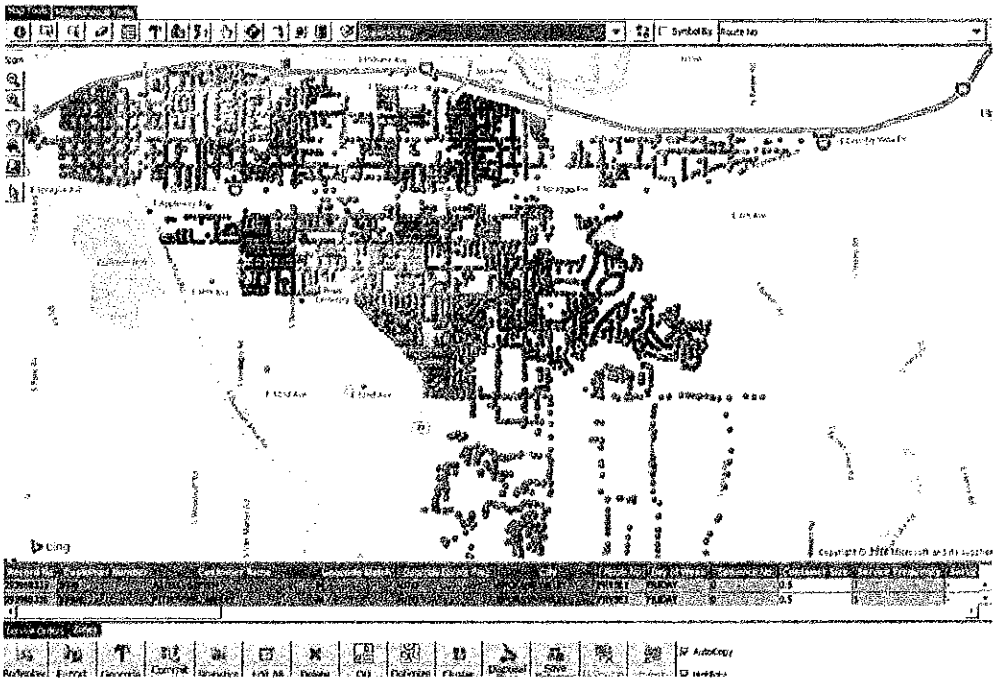
We utilize eRouteLogistics® to develop, manage, and modify routes. The real-time software is used daily by our operations team to ensure that each route is well-maintained and adjusted to reflect new developments and changes in service levels, customer counts, and traffic patterns.

The eRouteLogistics program uses specialized software and a process analysis that bases routing and rerouting on:



eRouteLogistics displays customer locations in a user-friendly map through a variety of coloring and labeling options and allows users to visualize existing and future routes. Updated in near real-time, eRouteLogistics enables our route managers, drivers, dispatchers, and customer service representatives to resolve any questions or concerns our customers or municipal partners may have concerning routes.

This web-based application integrates with our billing and customer database, Mid-Atlantic Services (MAS). MAS provides daily updates to eRouteLogistics to capture new customers and service level changes. eRouteLogistics features mapping capabilities supported by Microsoft's Bing Maps technology. Mapping is automatically updated via Bing Maps to reflect road changes and new community developments.



eRouteLogistics features mapping capabilities supported by Microsoft's Bing Maps technology. Mapping is automatically updated via Bing Maps to reflect road changes and new community developments.

Haul or Call: Our Approach to Service Reliability and Recovery

Time and again our customers tell us that it is the basics that matter the most and it is no surprise that picking up trash on time and avoiding missed pickups are the most significant indicators driving overall customer satisfaction. Because missed pickups are so important to our customers, we evaluate our operations teams on their rate of missed pickups (MPU). What is important to our customers is important to us. Our MPU target is less than one miss per 1,250 pickups – that's virtually no missed pickups. To accomplish and exceed this extraordinary service standard, everyone from our drivers to our customer service representatives takes a preventive approach – here is how we do it.

Haul or Call - Our Recipe for Success

Used daily by our drivers for commercial customers, our Haul or Call (HOC) process is designed to communicate service challenges so Waste Management can service customers as scheduled. For example, if a container is blocked by a parked car, the driver inputs an HOC request on the account through the onboard tablet. Dispatch receives an instant, electronic request from the driver with a description of the service obstacle and the account number, contact name, and telephone number.

The dispatcher immediately contacts the customer to notify them of the service challenge and to work together on an immediate resolution. Customers appreciate this program because it often prevents delays and missed pickups. If we cannot resolve a service obstacle while the driver is near the customer, a note is included on the customer's account describing the contact attempt and the service issue. If the customer later calls to inquire about a missed pickup, we can provide details of why we did not collect, improving communication with our customers and preventing future misses.

When We Make a Mistake We are Committed to Making it Right

In the event a MPU does occur, we collect any missed pickups within one business day of notification.

If a repeat MPU occurs, the route manager and driver review detailed service logs, GPS data, route completion reports, and the customer complaint. They work together to identify the root cause of the problem and arrive at a solution to prevent future misses.

In some cases, the route manager and driver will meet with the customer to seek a common understanding of expectations and resolve the situation. In the unlikely event a customer reports unwarranted missed pickup, the route manager partners with Jefferson County staff to review detailed service logs, GPS data, and photo documentation prior to determining an appropriate resolution.

Transparency and Accountability to Our Customers

Through daily monitoring, Waste Management tracks misses for each route and driver. These MPU reports create a foundation for mentoring and coaching our drivers and identifying service trends. Through root cause analysis we determine reasons for missed pickups. Managers leverage Waste Management technology such as Plan vs. Actual (PvA), a GPS tool that gives direct access to drivers' paths and service stops. PvA allows for historical review to compare the same route week over week. This information helps determine reasons for MPUs so management can resolve specific issues through one-on-one coaching between the driver and route manager. Sometimes, another driver joins them to assist as a peer mentor. We have found this approach quickly and effectively solves service issues and prevents future missed pickups.

Cleaning Up

Waste Management will collect all garbage/waste materials that are spilled, scattered, or that have overflowed from the container in the enclosure or within five feet round the perimeter of the dumpster, and all garbage/waste that spills during the tipping process or from the collection vehicles.

Our Experienced Local WM Team

At Waste Management, we believe that developing a strong relationship with you and the County is important to our long-term partnership. Our priority is to thoroughly understand our customers' program goals and service expectations – we listen first and act second. Through on and off the street research, our conversations with you, and this RFP process, we have developed substantial insight into your expectations for your program.

Appreciating our customers' unique needs allows us to customize services and program offerings. As your Waste Management Jefferson County service team, we will work with you to implement and execute collection services that align with all of your requirements and expectations.

Your local Jefferson County service team brings a diversity of backgrounds, skillsets, and job responsibilities. However, we all connect back to a common denominator, you - our customer.

Your Waste Management Jefferson County service team will include:

Terry R. Woodson: Public Sector Solutions Manager

Mrs. Terry R. Woodson has overall responsibility for municipal contractual compliance. Terry also works with local elected officials and staff to assist the hauling district in handling concerns or questions regarding our solid waste and recycling services. She has more than 25 years' experience in the solid waste industry. Terry will be the key point of contact and will serve as the public spokesperson, as required in the contract.

Mike Johnson – District Manager

Mike was recently promoted to District Manager of the Beaumont District. He started his career with Waste Management in Chicago in 2006 as a commercial driver. Mike quickly rose among the ranks and transferred to our Nashville, Tennessee team as a Route Manager. He moved to Pasadena in 2018 where he was instrumental in leading our Commercial team.

Tate Allen, Commercial, Residential, and Industrial Route Manager

Tate is responsible for the day-to-day commercial, Residential, and industrial operations and directly supervises the drivers who will service the business. He has been in the industry for two (2) years. Tate is very familiar with the Jefferson County area and all aspects of Waste Management's operations.

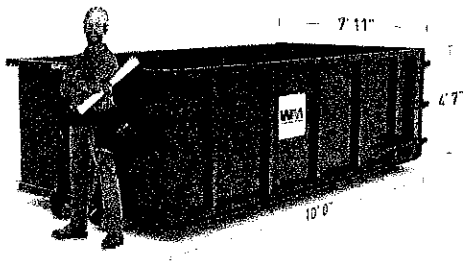
Clayton Parker, Commercial, Residential, and Industrial Route Manager

Clayton is responsible for the day-to-day commercial and roll-off operations and directly supervises the drivers who will service the business. He began with Waste Management as a driver in 2017 and became a Route Manager in February of 2018.

Containers

Waste Management will supply Jefferson County with 4, 6, 8, and 10 cubic yard standard waste containers, as well as 20, 30, and 40 cubic yard standard waste roll off containers.

Sample Waste Management Roll Offs



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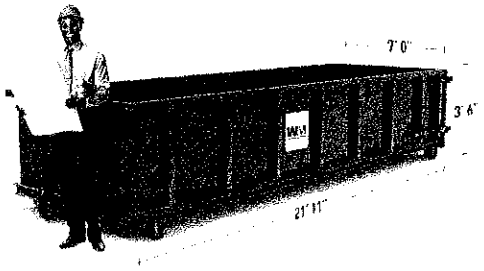

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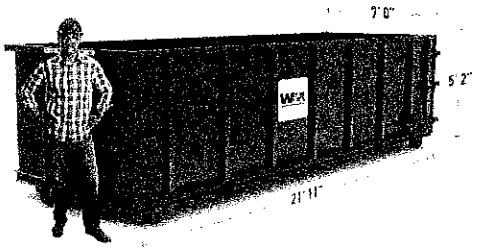

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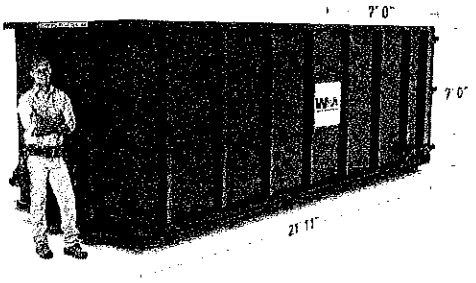

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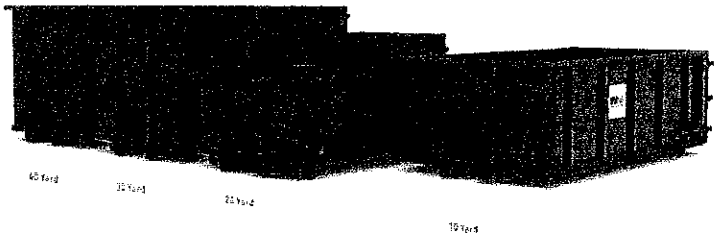


Vehicles

Waste Management's vehicles and equipment used in the performance of the services will be properly equipped to deliver the services. All vehicles and equipment will be kept clean, in good mechanical condition, painted to present a neat appearance, show evidence of annual safety inspections, and display proper registration and license information.

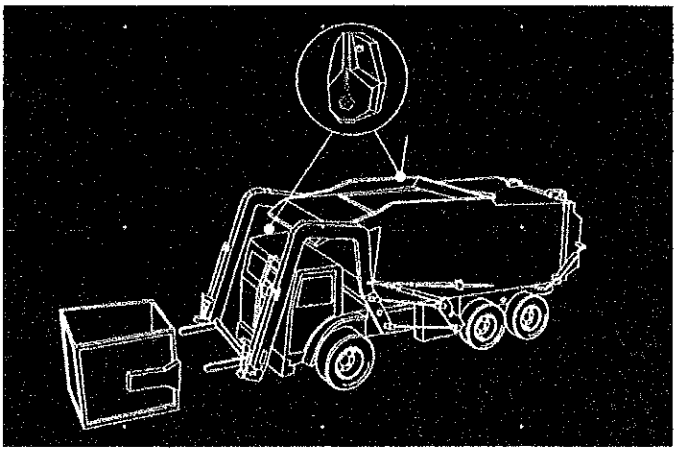
All of Waste Management's vehicles and equipment used in the performance of the services will be identified on both sides with the full company name, telephone number, and ID/ unit number.

All of our vehicles and equipment are equipped with backup alarms, multiple lite revolving / strobe lights, backup cameras, or other necessary warning systems, which will be maintained and in proper operating condition at all times. In the event of a breakdown, Waste Management will arrange for immediate in-field repair and/or reserve equipment to be deployed to maintain the regular collection schedule. Following are sample pictures of the vehicles Waste Management will use to service Jefferson County.

Front Load Collection Truck

Roll Off Collection Truck

WM Smart Truck℠ Technology: Commercial Collection Made Smarter



Our WM Smart Truck℠ will be used in Jefferson County. Smart Trucks are a proprietary autonomous service data collection platform that makes commercial collection smarter, safer, and more efficient while improving service quality.

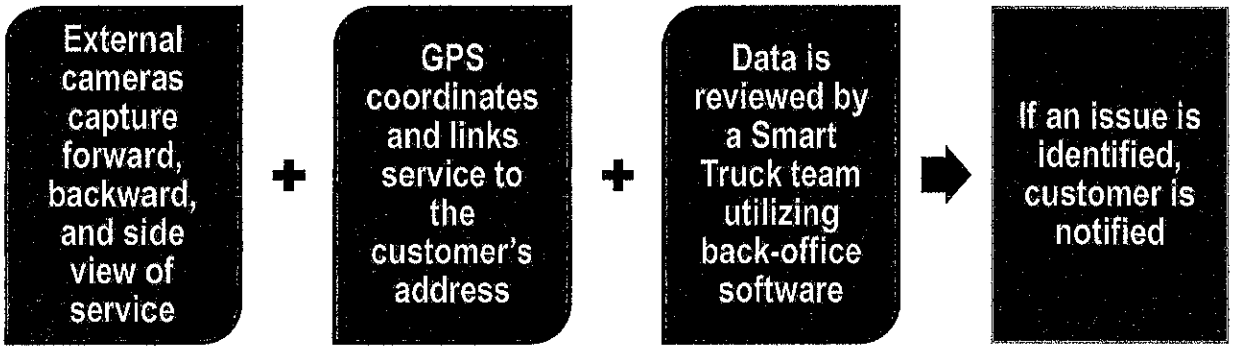
Smart Truck documents service data and customer setout behavior through sensors and onboard cameras to provide real-time service verification and overage and contamination recognition. Data collected on route, which includes GPS mapping and photo and video documentation of service, is reviewed by a Waste Management audit team. If an issue is identified, such as contamination or overage, the customer receives a notification based on customer communication preferences. Additionally, Smart Truck assists with safety and beautification efforts through identification of unsafe and/or unsightly containers by physical address for proactive repair or replacement.

Waste Management is at the forefront of developing and implementing sustainable technologies that are revolutionary in the environmental services industry, and Smart Truck is the latest in those continual efforts.

The Benefits of Smart Truck

- Smart Truck **maximizes safety** by automating processes that keep our drivers in the cab so they can focus on the task at hand while constantly monitoring their surroundings.
- Smart Truck **provides better service with more transparency** using GPS and dedicated cameras to photograph every container serviced for improved customer experience through proactive communication.
- Smart Truck **improves waste-related decision-making**. Awareness is the first step to behavior change. Using pictures or video, Smart Truck technology notifies the customer of trash overages, contamination, and container issues to help increase efficiencies and reduce costs.
- Smart Truck **enhances community aesthetics**. Images and videos allow us to proactively identify service opportunities such as containers that need repair, graffiti that needs to be removed, and overflowing dumpsters that need to be addressed.

How Smart Truck Technology Works



Tested and Proven in the Field

At Waste Management, we place our customers at the center of what we do every day, which is why we asked our customers what would make their service experience easier and smarter. Smart Truck technology is a well-thought-out enhancement to our existing, industry-leading onboard technology - developed with careful consideration of our customer's needs and tested and proven in the field with real life customer experiences. Following are questions we received from customers during initial testing.

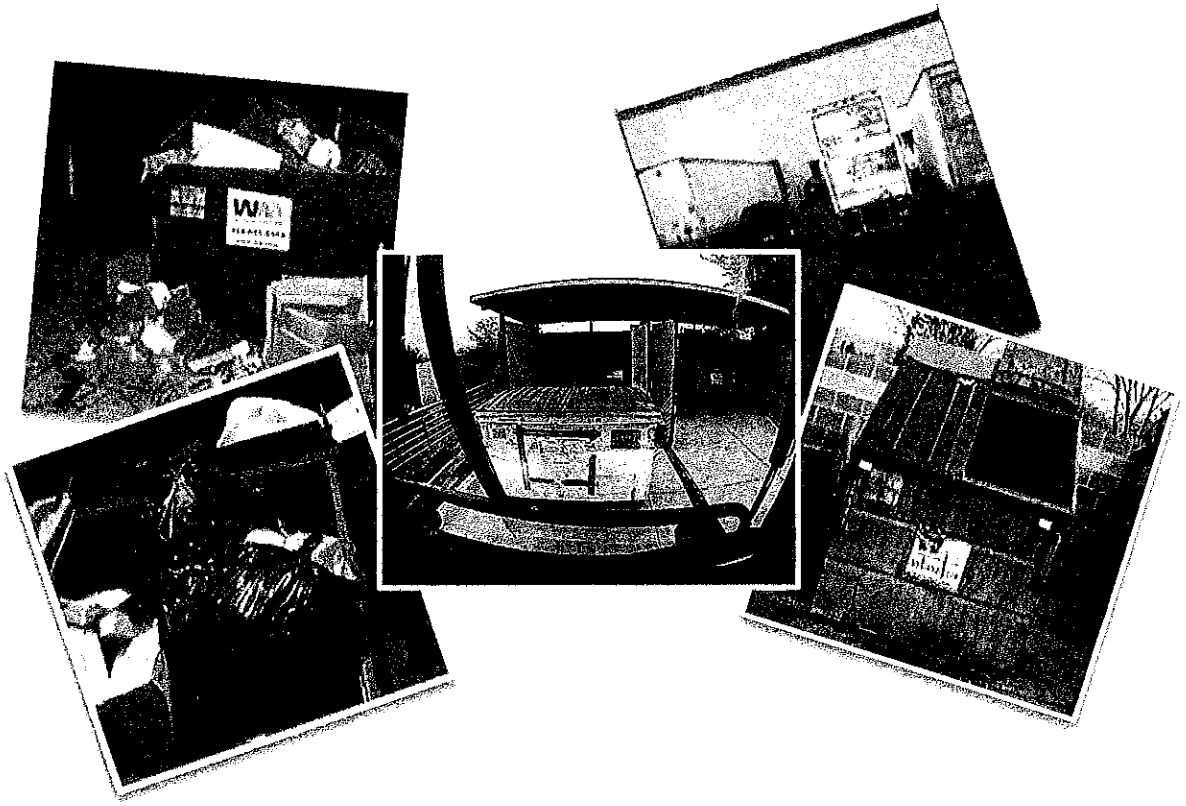
How does Smart Truck technology improve customer service? The technology frees the driver to have a singular responsibility: collection service excellence. Drivers will no longer have to leave their trucks to photograph container overages or contamination. Smart Truck technology also adds another layer of service quality for customers by automatically recording issues such as a damaged container, missed service, or blocked containers, allowing for a timely service response.

> In 2019, Waste Management commercial trucks in Northern California were outfitted with Smart Truck technology. Within the first three months, contamination incidents decreased by as much as 89 percent and overage incidents decreased by as much as 54 percent as a result of near real-time education and communication courtesy of Smart Truck technology.

What happens when Smart Truck technology detects a service issue? A dedicated team of specialized, back-office auditors review the images from each route daily. They look for a variety of conditions, including overfilled containers, contamination, damaged containers, graffiti, recorded service levels, and more. Depending on the issue, a repair ticket is created, or a notification is sent to the customer. If a container is overfilled or contaminated, the customer will be notified, and a charge will be applied as permitted by the service contract. If a container needs maintenance, repair, and/or replacement, the team will send a ticket to our operations team for action.

How are customers notified? Currently, customers are notified of overages and contamination via email or phone within 24 to 36 hours of service. In the future, they will be contacted through their preferred channel of communication (email, text, or phone), which they can specify online at wm.com/us/mypreferences. Customers may receive additional proactive communications, such as a call or email from their Account Manager, with recommendations to right-size equipment that may result in reduced costs.

What happens if a customer disputes an issue identified by a Smart Truck? We will work with customers to resolve any concerns and disputes. The starting point is access to an image that can be viewed by both parties. Our account managers are focused on providing solutions. They will work collaboratively with our customers and operations team to identify opportunities for improvement and the solutions needed to maximize service efficiency. Our goal is to identify right-sizing opportunities, so customers receive the appropriate service based on their waste generation. Smart Truck technology provides a daily audit system that allows us to provide consultative services through technology.



Safety: A Core Value for Waste Management

Historically, waste collection, processing and disposal have ranked among the most dangerous occupations in North America – in fact, the U.S. federal government ranks trash and recycling collection among the top 10 most dangerous jobs in the country.

Our employees who collect waste spend much of their workday in traffic, lifting heavy items, operating large vehicles and heavy machinery - all of which can lead to injuries. It is our duty to take every sensible step to prevent injuries in the workplace and return our employees home safely every night. Likewise, Jefferson County depends on us to safely collect, process, and dispose of their wastes while being mindful of our actions to protect the environment that we share.

Therefore, safety is not just a priority for Waste Management, because priorities often change, safety is a core value for our company. We understand the magnitude of the responsibility we have and strive to confirm that each task, piece of equipment, and company policy and procedure reinforces safe actions and behaviors.

Overall injury rates in our industry have improved substantially in recent years and Waste Management's performance in this area has ranked among the best. We actively work with our trade association, the National Waste & Recycling Association, to advance safety within our industry and among our customer base.

You do not need to search long to see how we fulfill our commitment to safety – it is woven into everything we do – from hiring practices to training to advancing safety technologies to preventive maintenance.

Our Mission to Zero™

About a decade ago, we made a commitment to overhaul our safety culture and to put processes and systems in place that would make every site and each individual responsible for safe behaviors. As a result, we launched our internal safety philosophy that we call Mission to Zero™ or M2Z. The core of the M2Z philosophy is zero tolerance for unsafe behaviors by all employees, with a goal of zero accidents and injuries. All operational employees benefit from the program's safety training, rulebooks, fleet processes, and standard practices. Over the years, the M2Z approach has resulted in programs that have improved safety performance, including worker injury rates, vehicle collision prevention, and safety leadership development. The program, which ranks among the most far-reaching and comprehensive worker safety plans in our industry, involves classroom instruction, route observation, monitoring of safety data, and driver training. Since its adoption, we have seen significant improvements in on-the-job safety.

Hiring the Right Employees

Providing the safest possible service starts with hiring the right employees. We accomplish this through a diligent pre-employment screening process:

- Key screening measures for employees at Waste Management landfills, hauling operations, and recycling centers include a comprehensive background check, fingerprinting, and drug testing.
- Candidates who may perform safety sensitive functions must also complete medical exams and potential collection drivers must pass a Department of Transportation (DOT) medical exam. When appropriate, candidates receive a physical abilities test that evaluates grip and static strength and dynamic lifting.

Upon receipt of a conditional offer of employment, all candidates for employment are required to submit to a drug test. Candidates who miss the appointment for collection, refuse to sign the consent form, refuse to submit to the drug test or fail the drug test are disqualified for employment with the company.

All candidates and employees, regardless of job nature, are subject to Waste Management's Drug and Alcohol-Free Workplace Policy, which includes regular, ongoing screenings for employees who operate company vehicles.

Setting Employees Up for Success with New Hire Training

Study after study show the benefits of new hire and onboarding programs are imperative to the long-term success of employees. Properly trained employees are happier, more productive and more efficient. Prior to employment as a Waste Management driver, all candidates must already possess a valid Commercial Driver's License (CDL) for Class-C trucks. However, that is simply not enough. At Waste Management, all new drivers participate in new hire training – regardless of prior, relevant experience. For new drivers, the benefits of our new hire training program are invaluable and, most importantly, they understand and embrace our safety culture from day one.

Driver Training Centers

Waste Management regional driver training centers equip new Waste Management drivers with the knowledge and skills necessary to perform their job duties safely and effectively. Through a two-week immersion training experience, drivers learn Waste Management's Mission to Zero safety (M2Z) rules, procedures, vehicle inspections, safe lifting, and DOT required safety curriculum. Trainees spend their first week in the classroom learning and by week two transition into simulated driving courses and stations that provide scenarios reflective of day-to-day collection conditions and obstacles – from severe weather, traffic and responding to other drivers' behavior. At the end of the two-week training course, drivers receive a comprehensive evaluation of performance in key safety areas.

In-Field New Hire Training

In total, each newly hired driver undergoes more than 80 hours of training both in classrooms and behind the wheel with an experienced driver.

An extensive classroom program covers all safety programs required by the Department of Transportation, and a thorough review of our Mission to Zero (M2Z) Rule Book. The Rule Book outlines specific actions required of the drivers to keep them safe in a variety of situations that they often face while on the job. Classroom time is also dedicated to our Safe Driving Practices Program. This program discusses the need for drivers to maintain a high level of overall physical fitness to perform their job safely, including proper eating and sleeping habits.

Continued Investment in Safety Culture

Waste Management's newest driver and technician Training Center in Glendale, Arizona – opened in June 2019 – includes a 30,000 SF maintenance shop and a 10-acre driver training course in addition to classrooms, computer labs, and a driver launch area to simulate driver experience at hauling facilities. The center accommodates up to 130 students at a time for a two-week training course.

It is the second major driving/technician training center expansion in as many years. In March 2017, we expanded our Fort Myers, Florida training center by doubling it in capacity – increasing the number of new drivers trained from 1,200 to 2,500 per year.

Following the successful completion of in-classroom training, each driver begins a comprehensive on-the-road training program that includes specific instructions on how to effectively and safely operate our equipment. Upon the conclusion of on-route training, each new driver has the ability to begin servicing customers alone. However, management personnel continue to conduct regular and random observations to enforce strict adherence to our safety and service standards and, as part of their training, new drivers receive formal evaluations and coaching at 30, 60 and 75 days.

Reinforcing a Culture of Safety with Ongoing Training

Safety training is not a task that is ever "complete" at Waste Management. All drivers participate in ongoing safety training and evaluation.

- **"Tailgate" Meetings** - Every morning each of our drivers attends "tailgate" meetings. Safety is a hot topic during these meetings. Relevant and time-sensitive safety topics are often discussed, such as upcoming weather forecasts for extreme conditions, scheduled community events that result in more pedestrian traffic, and road and bridge closures that may require the use of alternative, less familiar routes.
- **Monthly Safety Training & Driving Science Series** - Monthly safety training provides employees additional time to go in-depth on new or key safety topics from vehicle safety check procedures to proper driving techniques in heavy traffic. During these sessions, employees also view our Driving Science video series that addresses risks specific to individual job functions.

Monthly safety training provides employees additional time to go in-depth on new or key safety topics from vehicle safety check procedures to proper driving techniques in heavy traffic.

- **Observation Behavior Assessments** – On a regular basis, Waste Management route managers and driver trainers provide on-the-job observation behavior assessments (OBAs) in order to evaluate driver knowledge, operating behaviors, and compliance with safety rules and best practices.

Safety Metrics and Continuous Improvement

Thanks to our safety programs and the dedicated efforts of our employees, we have seen a substantial decrease in our injury rates in recent years. As a result, we are recognized among the best in our industry for our comprehensive safety approach. Following are key safety metrics:

Total Recordable Incident Rate (TRIR)

TRIR is the rate used by the Occupational Safety and Health Administration (OSHA) to track and report work-related injuries and illnesses, normalized per 100 workers per year.

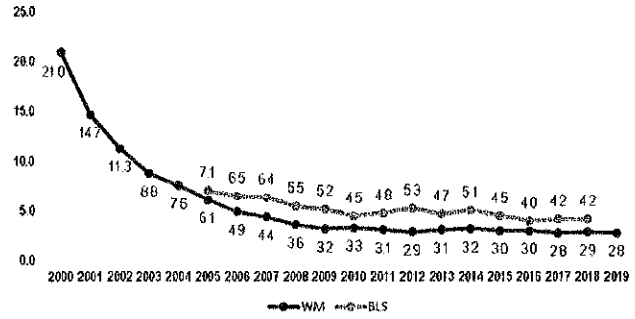
When comparing Waste Management to the published Bureau of Labor Statistics (BLS) TRIR data for the waste management and remediation services industry, Waste Management has consistently outperformed the industry since 2005.

Days Away/Restricted or Transfer (DART) rate

DART is the rate used by OSHA to track and report work-related injuries and illnesses that result in lost time, restricted duty, or transfer to another work function, normalized per 100 workers per year.

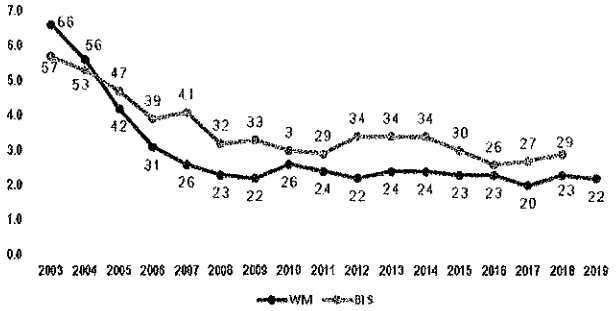
When comparing Waste Management to the published BLS DART data for the waste management and remediation services industry, Waste Management has consistently outperformed the industry since 2005.

WM vs. BLS Industry Average TRIR



TRIR has decreased nearly 90 percent from 2000 to 2018 and continues to beat the industry average. Note: BLS Industry Average for TRIR not yet available for 2019.

WM vs. BLS Industry Average DART



Waste Management continues to have fewer days away than the industry average. Note: BLS Industry Average for DART not yet available for 2019.

Advancing Safety Technology

Our great strides in safety performances reflect an ongoing strategy to leverage technology in our safety processes. In recent years, our Service Delivery Optimization (SDO) program has significantly improved collection and maintenance operations by optimizing our systems through technology that includes onboard computers, routing software and cameras.

DriveCam®: Utilizing Technology to Help Create Safer Streets

One of our safety technology innovations is DriveCam®, a coaching tool that allows us to see and talk through the safety issues drivers face each day. Each truck cab is equipped with a forward-facing camera constantly recording everything that happens. Whenever there is a sudden movement, such as hard braking, swerving, or a collision, the camera automatically saves a 12-second section of video. Once an event is captured, information is sent to Waste Management route managers for performance coaching with the driver. Recorded events also help us appreciate the many times that our drivers avoid collisions through using proper defensive driving techniques. We believe our investment in DriveCam has contributed to reducing our reported vehicle accidents by almost 80 percent since 2005.

Back Up Cameras on All Vehicles

All Jefferson County vehicles include back up cameras that provide a view of the area behind the truck whenever the truck is in reverse. This reduces the potential for backing accidents and enhances pedestrian safety.

Leading Safety with Onboard Technology Advancements

Maximum Idle Time Limit	After five minutes, engines turn off to reduce fuel consumption and exhaust emissions.

Electric Heated Rear View Mirrors	Provides fog and frost-free view of both sides of the truck. Mirrors are adjustable electronically from the driver's seat to provide an unrestricted view of the sides and rear on the truck.
Bus-Boy Mirrors	Angled convex mirrors allow the driver an unrestricted view of the area in front of the truck. Especially valuable when children and/or adult pedestrians are present.
Trapezoidal Side Lights	Floodlights located halfway down the side of the body come on automatically when the truck is in reverse. Bright flood lighting illuminates both sides of the truck and roadway providing added safety.
LED Strobe Lights and Flashers	Enhances rear of truck visibility for approaching motorists. Improves safety for helpers while working at the rear of service trucks.
Sears Air Ride Drivers Seat	Provides added comfort and excellent ergonomics for the driver. Includes eight-way adjustability including lumbar support to help reduce driver fatigue and improve overall performance.
Reflective Signage/Striping	Highly reflective rear of vehicle striping and signage to provide exceptional visibility when approaching trucks from the rear during nighttime hours.
Heavy Duty Disc Brakes	Provide the best stopping distance for heavy trucks in the industry. Exceeds all applicable Federal Motor Vehicle Safety Administration requirements.
Electromagnetic or Hydraulic Driveline Retarders	Retarders are silent and provide additional braking capacity. Eight-inch-wide rear brake lining also increases braking capacity and improves vehicle safety.
Four Braid Hydraulic Hoses	Part of Waste Management's standard truck body specification, doubling the safety margin against high-pressure hydraulic leakage.

Safety: A Commitment to Our Customers and Our Employees

There may be no other consideration as important as safety when selecting a service provider for your home, your place of work, or your community. Without a doubt, safety matters. It is no surprise that after a tragedy most will say that as long as their family is healthy and safe, nothing else matters - material items can always be replaced.

At Waste Management, we all recognize safety as a core value - from our local District Manager to the drivers, mechanics and staff who represent each district. With a constant focus on and meaningful investments in training, technologies, maintenance and continuous improvement, we will deliver safe and reliable collection services that protect the cities and counties we serve, the people we employ, and the environment we share.

Financial Strength: The Foundation for Our Commitment

As a wholly owned, indirect subsidiary of Waste Management, Inc., Waste Management of Texas, Inc. does not report financial results. All financial reporting occurs through our parent entity. As a publicly traded company, Waste Management is held to the most stringent regulations for accurate and timely financial disclosure.

Revenue in 2019 was $15.46 billion, and Waste Management has an asset base of $27.7 billion. The company generates strong and consistent cash flow and has access to an extensive line of credit. Waste Management's financial strength is the foundation for our commitment to serve our customers, perform our obligations, and protect the environment in carrying out our broad waste management services. Full financial results are available on our website at http://investors.wm.com/.

Waste Management has achieved solid investment-grade credit ratings from three major rating agencies. Most recently, the company has been assigned ratings of A-/A-2 by Standard & Poor's, BBB+ by Fitch, and Baa1 by Moody's. The ratings are based on expectations that management will maintain good liquidity, pursue a moderate financial policy, and allocate capital in a disciplined manner. The credit outlook from each agency for Waste Management is characterized as stable.

Waste Management's financial strength, as summarized above, gives Jefferson County assurance that we can and will fulfill our obligations.

- Waste Management is committed and financially able to perform all operations in full compliance with applicable federal, state, and local regulations and to provide clear documentation of that compliance.
- Waste Management offers the most extensive network providing waste management services in North America, including transportation, disposal, treatment, recovery, remediation, waste identification, and several other specialty services. This network enables us to provide a single source of responsibility, from transportation through disposal of waste.
- Typically, new capital requirements are internally financed by Waste Management using cash flow from existing operations - freeing our new trucks, carts, containers, and facility investments from the timelines and terms of third-party creditors.

Waste Management's financial strength helps us to continually advance services for all of the customers we serve, including Jefferson County, and we are committed to maintaining that strength.

3 | BID FORM

Bid Form

Item I. Standard Waste Containers (10 cubic yards & under)

Waste containers shall be provided and serviced by the successful bidder.

Location	Qty	Capacity	Frequency of Service	Price per Container per Month
Jack Brooks Regional Airport - Main Terminal Highway 69 South, Nederland TX Contact: Duke Youmans 409-719-4961	2	8 cu yd	1 day per week	160.04
Jefferson County Airport - Fuel Service Highway 69 South, Nederland TX Contact: Duke Youmans 409-719-4961	1	8 cu yd	1 day per week	160.04
Jefferson County Airport - Maintenance Shop Highway 69 South, Nederland TX Contact: Duke Youmans 409-719-4961	1	8 cu yd	1 day per week	160.04
Jefferson County Annex I 215 Franklin Street, Beaumont TX Contact: Greg Kelle r 409-835-8511	1	10 cu yd	5 days per week	1,000.23
Jefferson County Annex II 1295 Pearl Street, Beaumont TX Contact: Greg Keller 409-835-8511	1	10 cu yd	5 days per week	1,000.23
Jefferson County Annex IV 820 Neches, Beaumont TX Contact: Greg Keller 409-835-8511	1	10 cu yd	5 days per week	1,000.23
Jefferson County Correctional Facility 5030 Highway 69 South, Beaumont TX Contact: Chief John Shauberger 409-726-2520	1	4 cu yd	2 days per week	160.04
Jefferson County Mosquito Control District 8905 First Street, Beaumont TX Contact: Denise Wheeler 409-719-5940	1	8 cu yd	1 day per week	160.04
Jefferson County Women's Center 145 South 11th Street, Beaumont TX Contact: Kim Atkins 409-434-5470	1	10 cu yd	1 day per week	1,000.23
Jefferson County Service Center 7789 Viterbo Road, Beaumont TX Contact: Jose Zurita 409-719-5937	1	8 cu yd	1 day per week	160.04
Jefferson County Precinct #1 Service Center 20205 West Highway 90, China TX Contact: Paul Truax 409-434-5430	1	4 cu yd	1 day per week	80.02
Jefferson County Precinct #2 Service Center 7759 Viterbo Road, Beaumont TX Contact: Mike Trahan 409-727-2173	1	8 cu yd	1 day per week	160.04
Mid-County Tax Office 7759 Viterbo Road, Beaumont TX Contact: Mike Trahan 409-727-2173	1	8 cu yd	1 day per week	160.04

Item I. Standard Waste Containers (10 cubic yards & under) (continued)

Waste containers shall be provided and serviced by the successful bidder.

Location	Qty	Capacity	Frequency of Service	Price per Container per Month
Jefferson County Precinct #4 Justice of the Peace 19217 FM 365, Beaumont TX Contact: Lynette Hensley 409-434-5460	1	6 cu yd	1 day per week	120.03
Jefferson County Precinct #4 Service Center 7780 Boyt Road, Beaumont TX Contact: Kenneth Minkins 409-434-5400	1	4 cu yd	2 days per week	160.04
Minnie Rogers Juvenile Justice Center 5326 Highway 69 South, Beaumont TX Contact Chief Ed Cockrell 409-722-7474	1	10 cu yd	5 days per week	1,000.23
Ben J. Rogers Regional Visitors Center 5055 IH-10 South, Beaumont TX Contact: Kathi Hughes 409-842-0500	1	8 cu yd	1 day per week	160.04
Jefferson County Sheriff's Department - Narcotics 4640 Hangar Drive, Beaumont TX Contact: Major Clay Woodward 409-726-2950	1	4 cu yd	1 day per week	80.02
Jefferson County Precinct #3 Stockpile 24420 Highway 124, Hamshire TX Contact: Kimberly Moles 409-736-2851	1	4 cu yd	1 day per week	80.02
Jefferson County Correctional Facility Gate #3, 5030 Highway 69 South, Beaumont TX Contact: Chief John Shauberger 409-726-2520	1	10 cu yd	6 days per week	1,200.28

Item II. Standard Waste Containers (Roll-Off)

Waste Containers shall be provided and serviced by the successful bidder.

Location	Qty	Capacity	Frequency of Service	Price per Haul
Jack Brooks Regional Airport - Maintenance Shop Highway 69 South, Nederland TX Contact: Duke Youmans 409-719-4961	1	30 cu yd	will call	509.00
Jefferson County Correctional Facility 5030 Highway 69 South, Nederland TX Contact: Chief John Shauberger 409-726-2520	1	40 cu yd	will call	509.00
Ford Park Baseball Fields 5115 IH-10 South, Beaumont TX Contact: Claudio Oliveira 409-951-5401	2	20 cu yd	will call	509.00

Item III. Compactor (Roll-Off)

County shall provide one (1) self-contained compactor, approximately 30 cubic yard capacity. Successful bidder shall transport this compactor to and from Ford Park Arena and disposal facility and shall treat and/or dispose of all compacted waste into this container.

Location	Qty	Capacity	Frequency of Service	Price per Haul
Ford Park Arena 5115 IH-10 South, Beaumont TX Contact: Claudio Oliveira 409-951-5401	1	30 cu yd	will call	509.00

Item IV. Biomedical Waste Containers

Biomedical waste containers shall be provided and serviced by the successful bidder. Price of boxes and liners shall be included in bid price.

Location	Qty	Price per Container per Haul	Price per Container per Month
Public Health Department - Unit I (Beaumont) 1295 Pearl Street, Beaumont TX Contact: Rachel Dragulski 409-835-8380	1		No Bid
Public Health Department - Unit II (Port Arthur) 800 Fourth Street, Port Arthur TX Contact: Vickie McIntyre 409-983-8380	1		No Bid
Jefferson County Regional Crime Lab 5030 Highway 69 South, Suite 500, Beaumont TX Contact: Julie Hannon 409-726-2577	6		No Bid
Jefferson County Employee Health 1225 Pearl Street, Suite 146-A, Beaumont TX Contact: Leslie Little 409-784-5881	1		No Bid
Community Supervision - Port Arthur 800 Fourth Street, Port Arthur TX Contact: Jerry Johnson 409-951-2200	1		No Bid
Community Supervision - Beaumont 820 Neches, Beaumont TX Contact: Jerry Johnson 409-951-2200	1		No Bid
Jefferson County Women's Center 145 South 11th Street, Beaumont TX Contact: Kim Atkins 409-434-5470	1		No Bid
Minnie Rogers Juvenile Justice Center 5326 Highway 69 South, Beaumont TX Contact: Chief Ed Cockrell 409-722-7474	1		No Bid
Juvenile Justice - Port Arthur 900 Fourth Street, Port Arthur TX Contact: Chief Ed Cockrell 409-722-7474	1		No Bid
Jefferson County Correctional Facility - Property Division 5030 Highway 69 South, Beaumont TX Contact: Emily Beaugh 409-726-2500	1 will call/as needed		No Bid

Item IV. Biomedical Waste Containers (continued)

Biomedical waste containers shall be provided and serviced by the successful bidder. Price of boxes and liners shall be included in bid price.

Location	Qty	Price per Container per Haul	Price per Container per Month
Jack Brooks Regional Airport, Main Terminal 6000 Airline Drive, Beaumont TX Contact: Elisabeth Landry 409-719-4950	1 will call/as needed		No Bid
Jack Brooks Regional Airport, Jerry Ware Terminal 5000 Jerry Ware Drive, Beaumont TX Contact: Elisabeth Landry 409-719-4950	1 will call/as needed		No Bid

Item V. Pharmaceutical Container Disposal

Location	Qty	Price per Container per Haul
Public Health Deparment - Unit I (Beaumont) 1295 Pearl Street, Beaumont TX Contact: Rachel Dragulski 409-835-8380	1	No Bid
Public Health Department - Unit II (Port Arthur) 800 Fourth Street, Port Arthur TX Contact: Vickie McIntyre 409-983-8380	1	No Bid
Jefferson County Employee Health 1225 Pearl Street, Suite 146-A, Beaumont TX Contact: Leslie Little 409-784-5881	1	No Bid
Minnie Rogers Juvenile Justice Center 5326 Highway 69 South, Beaumont TX Contact: Chief Ed Cockrell	1	No Bid
Juvenile Justice - Port Arthur 900 Fourth Street, Port Arthur TX Contact: Chief Ed Cockrell 409-983-8370	1	No Bid

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form with Offer.

4 | REQUIRED FORMS

Offer and Acceptance Form

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:

Waste Management of Texas, Inc. Company Name	For clarification of this offer, contact:
2175 W Cardinal Dr. Address	Terry R. Woodson Name
Beaumont TX 77705 City State Zip	(713) 202-1334 (866) 233-7683 Phone Fax
Terry R Woodson Signature of Person Authorized to Sign	twoodson@wm.com E-mail
Terry R. Woodson Printed Name	
Public Sector Solutions Manager Title	

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Trash and Biomedical Waste Container Service 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. 20-031/YS, Term Contract for Trash and Biomedical Waste Container Service for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

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 BID.

REFERENCE ONE

Government/Company Name: City of Orange Texas

Address: P.O. Box 520, Orange Texas 77630

Contact Person and Title: Mike Kunst, City Manager

Phone: (409) 883-1055 Fax: N/A

Email Address: mkunst@orangetexasgov.us Contract Period: 2007 to 2021 - Residential Services

Scope of Work: Franchise Contract- Residential Services
Open Market Franchise: Commercial Services 2016 to 2021 - Commercial Services

REFERENCE TWO

Government/Company Name: Lamar University

Address: 4400 Martin Luther King Jr Parkway, Beaumont, Texas 77705

Contact Person and Title: Berdie Hunter, Facilities Manager

Phone: (409) 880-8478 Fax: N/A

Email Address: berdie.hunter@lamar.edu Contract Period: 2018-2022

Scope of Work: Franchise Contract: Commercial Services

REFERENCE THREE

Government/Company Name: Lamar State College

Address: 506 Green Ave., Orange Texas 77630

Contact Person and Title: Cheryl Byley, Director of Purchasing and Contracts

Phone: 409-882-3372 Fax: 409-882-3375

Email Address: Cbyley@lsco.edu Contract Period: 2018-2022

Scope of Work: Franchise Agreement : Commercial Services

Bidder Shall Return Completed Form with Offer.

Signature Page

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.

Waste Management of Texas, Inc.	Terry R Woodson
Bidder (Entity Name)	Signature
2175 W Cardinal Dr.	Terry R. Woodson
Street & Mailing Address	Print Name
Beaumont, TX 77705	August 21, 2020
City, State & Zip	Date Signed
(713) 202-1334	(866) 233-7683
Telephone Number	Fax Number
Twoodson@wm.com	
E-mail Address	

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — **FORM CIQ**
For vendor doing business with local governmental entity

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

Signature of vendor doing business with the governmental entity — Date

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Good Faith Effort

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.** Waste Management has adequate capacity to handle this contract withou subcontracting any portion of it.

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.

Terry R. Woodson
Printed Name of Authorized Representative

Signature

Public Sector Solutions Manager
Title

August 21, 2020
Date

Bidder Shall Return Completed Form with Offer.

Notice of Intent to Subcontract with 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: Waste Management of Texas, Inc. HUB: p Yes (p No)

Address: 2175 W Cardinal Dr. (Street) Beaumont, (City) TX (State) 77705 (Zip)

Phone (with area code): (713) 202-1334 Fax (with area code): _____

Project Title & No.: IFB 20-031/YS - Term Contract for Trash and Biomedical Waste Container Service for Jefferson County

Prime Contract Amount: $ N/A

HUB Subcontractor Name: N/A

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: _____

Terry R. Woodson	Terry R Woodson	August 21, 2020
Printed Name of Contractor Representative	Signature of Representative	Date
N/A	N/A	N/A
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.

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: Waste Management of Texas, Inc. HUB: ☐ Yes ☒ No

HUB Status (Gender & Ethnicity): N/A

Address: 2175 W Cardinal Dr. (Street) Beaumont, (City) TX (State) 77705 (Zip)

Phone (with area code): (713) 202-1334 Fax (with area code): (866) 233-7683

Project Title & No.: Term Contract for Trash & Biomedical Waste Container Service for Jefferson County IFB/RFP No.: IFB 20-031/YS

Total Contract: $ N/A 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 SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: N/A

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: N/A

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: N/A

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: Waste Management has adequate capacity to handle this contract without subcontracting any portion of it

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: _____
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: N/A

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: N/A

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: N/A

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): Terry R. Woodson

Title: Public Sector Solutions Manager

Signature: Terry R Woodson

Date: August 21, 2020

E-mail address: Twoodson@wm.com

Contact person that will be in charge of invoicing for this project:

Name (print or type): Terry R. Woodson

Title: Public Sector Solutions Manager

Date: August 21, 2020

E-mail address: Twoodson@wm.com

Bidder Shall Return Completed Form with Offer.

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 Waste Management of Texas, Inc. [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

☐ I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ _____ (city and state).

Taxpayer Identification Number (T.I.N.):	75-1223528
Company Name submitting bid/proposal:	Waste Management of Texas, Inc.
Mailing address:	2175 W Cardinal Dr. Beaumont, TX 77705
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**
12033	WM of Golden Triangle, 2175 West Cardinal Dr, Beaumont, TX 77705

* 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

House Bill 89 Verification

I, Terry R. Woodson, the undersigned representative of (company or business name) Waste Management of Texas, Inc. (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

Terry R Woodson
Signature of Company Representative

Aug 21, 2020
Date

On this 21 day of August, 2020, personally appeared

Terry R. Woodson, the above named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

Sara Taylor
Notary Signature

SARA TAYLOR
Notary Public, State of Texas
Comm. Expires 06-02-2022
Notary ID 129838791

8/21/2020
Date

Bidder Shall Return Completed Form with Offer.

Senate Bill 252 Certification

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.

Waste Management of Texas, Inc.
Company Name

IFB 20-031/YS
IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

Bidder Shall Return Completed Form 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 Jefferson

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas,

on this day personally appeared Terry R. Woodson (name), who

after being by me duly sworn, did depose and say:

"I, Terry R. Woodson (name) am a duly authorized officer of/agent

for Waste Management of Texas, Inc. (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Waste Management of Texas, Inc. (name of firm).

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder: 2175 W Cardinal Dr., Beaumont, TX 77705

Fax: (866) 233-7683 Telephone# (713) 202-1334

by: Terry R. Woodson (print name) Title: Public Sector Solutions Manager

Signature Terry R Woodson

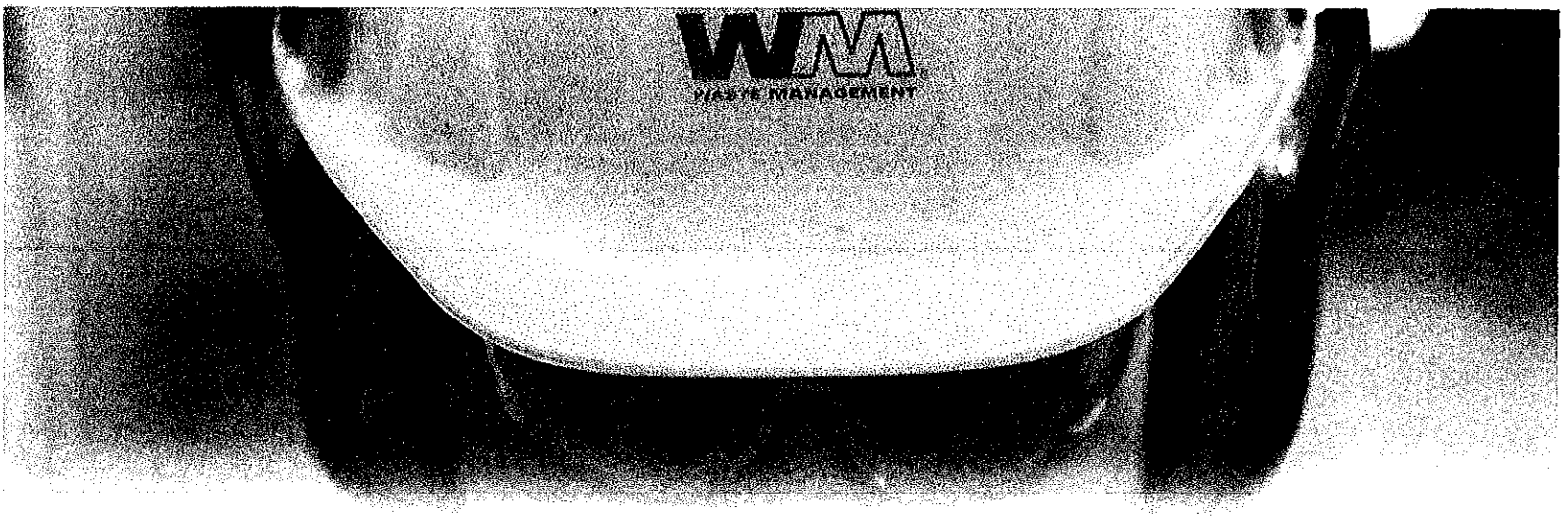
SUBSCRIBED AND SWORN to before me by the above-named Terry R. Woodson on

this the 2 day of August, 2020.

SARA TAYLOR
Notary Public, State of Texas
Comm. Expires 06-02-2022
Notary ID 129838791

Sara Taylor
Notary Public in and for
the State of Texas

Bidder Shall Return Completed Form with Offer.



FORM 1295

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING
Certificate Number:
2020-660009
Date Filed:
08/21/2020
Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Waste Management of Texas, Inc.
Houston Texas, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Jefferson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
IFB 20-031/YS
Trash and Biomedical Waste Containers

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Terry R. Woodson, and my date of birth is Aug 31, 1961.

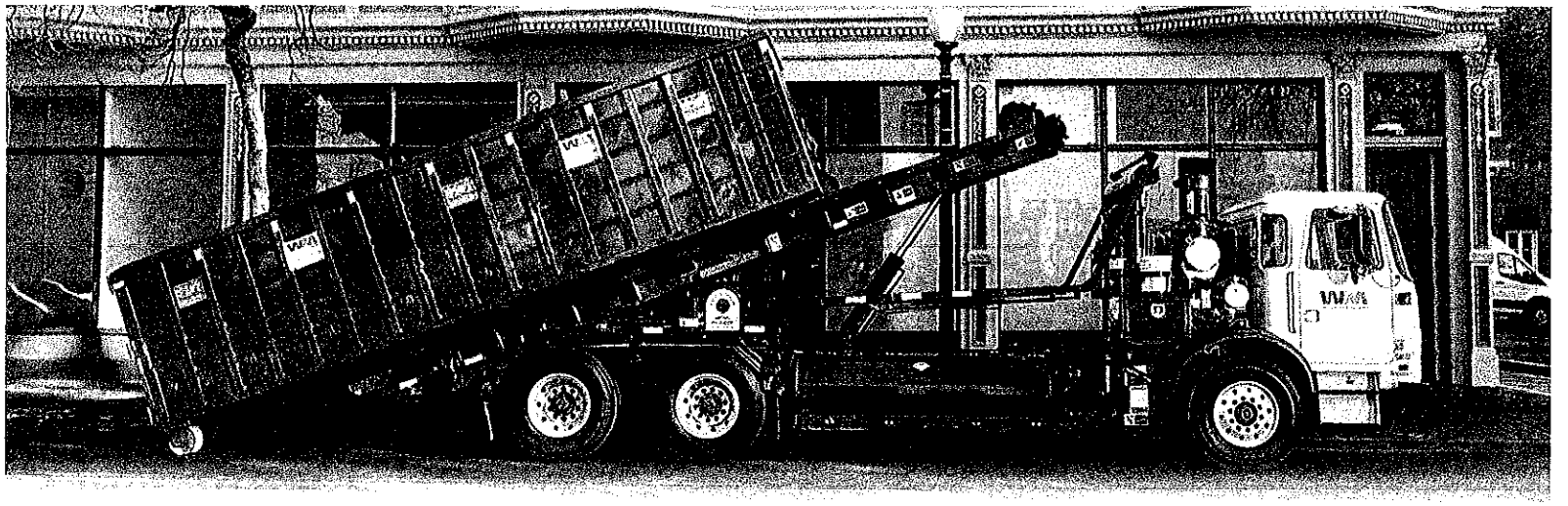
My address is 30234 Johnson Ally (street), Magnolia (city), TX (state), 77355 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in United States of America County, State of Texas, on the 21 day of Aug (month), 2020 (year).

Terry R Woodson
Signature of authorized agent of contracting business entity
(Declarant)

Forms provided by Texas Ethics Commission www.ethics.state.tx.us Version V1.1.3a6aaf7d



5 | EXCEPTIONS

Waste Management of Texas, Inc.'s (WM) Exceptions to Jefferson County's (County) Invitation for Bid for Term Contract for Trash and Biomedical Waste Container Service for Jefferson County (IFB 20-031/YS); September 2, 2020

WM's proposal in response to the County's IFB is conditioned on the following exceptions:

1. WM is not bidding on the collection, transportation or disposal of Biomedical Waste Containers and Pharmaceutical Container Disposal, Items IV. and V., on pages 26 and 27 of the IFB.
2. WM takes exception to the language in paragraph 8, page 3, Emergency/declared disaster that says the contractor shall service the County during an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. WM requests the right to negotiate mutually agreeable Emergency/Declared Disaster language with the County to replace the above language.
3. WM takes exception to the language in paragraph 10, page 4, that says a response to the IFB is an offer to contract based upon the terms in the IFB. WM's bid response is conditioned on these exceptions.
4. WM takes exception to the language in section 2.2 on page 8 that requires all items furnished to be new. WM will provide waste containers that are in good condition and capable of meeting the solicitation requirements.
5. WM takes exception to the language on page 8, paragraph 2.14 regarding maintenance. WM will be responsible for maintaining the waste containers it provides to the County locations.
6. WM requests annual rate increases that are tied to a consumer price index and that the annual adjustment be automatic so long as WM sends at least 30 days' prior written notice to the City of the increased amount. WM takes exception to the Price Re-determination language in section 4.4, page 20 and the language on page 20 that allows the County to reject any price increase.
7. WM takes exception to the language in section 4.5, page 10 that allows the County to terminate the contract without cause on 30 days' notice. WM is committing equipment and labor to provide the services and cannot agree to a termination without cause provision. WM also requests that the right to terminate the contract for a party's default be made mutual and that both parties have a 14-day cure period.
8. WM takes exception to sections 4.9 and 4.10 on page 10 that requires the Uniform Commercial Code to apply. The UCC only applies to contracts for the sale of goods and does not apply to a services agreement.

9. WM takes exception to the FEMA mandated clauses on pages 10 through 16, section 5 since WM does not agree to collect waste/debris resulting from a disaster under the terms of this contract.
10. WM requires that any renewal of the contract term must be mutually agreed to by both parties in writing.
11. WM requests the right to discuss mutually acceptable language regarding changes in collections and containers and takes exception to the one-business day language on page 20.
12. WM is agreeable to the form of final contract between WM and the County being offered to other governmental entities as referenced on page 28, but not the pricing or exact services.
13. WM requires the following language be included in the final contract between the parties:

a) WM agrees to collect Waste Materials from the requested County locations. "Waste Materials" means all non-hazardous solid waste and organic waste generated by County or at County's locations. Waste Materials excludes, and County agrees not to deposit or permit the deposit for collection of (i) any waste tires, (ii) radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, (iii) Special Waste, such as industrial process wastes, asbestos-containing material, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris; (iv) any materials containing information protected by federal, state or local privacy and security laws or regulations, including HIPAA; or (iv) any other items or material prohibited by federal, state or local laws or regulations, or that could adversely affect the operation or useful life of the facility(ies) receiving County's Waste Materials (collectively, "Excluded Materials"). Title to and liability for Excluded Materials shall remain with County at all times. At no time will title to or liability for Excluded Materials pass to WM.

b) All equipment furnished by WM shall remain the property of WM. The County shall not overload, move or alter the equipment or allow a third party to do so and shall use the equipment only for its intended purpose. At the termination of this Contract, the County shall make the equipment available to return to WM. The County shall have care, custody and control of the equipment and shall be responsible for loss or damage to the equipment, excluding normal wear and tear, while on the County's premises, except when such damage is caused by WM's negligence or misconduct.

c) The County shall provide unobstructed access to the equipment on the scheduled collection day. Any delays or inability to service a waste container that is caused by the County's failure to provide unobstructed access is not considered a breach or violation of the Contract. WM shall not be responsible for any damage to the County's property, including pavement, subsurface or curbing, resulting from WM's provision of services hereunder, unless caused by WM's negligence or misconduct. The County agrees that its right of way is sufficient to bear the weight of WM's equipment and vehicles.

d) WM has no obligation to collect overloaded or overfilled waste equipment, or if waste is placed on top of, sticking out of, or on the ground around the containers (collectively, "Overage"). WM is allowed to assess a separate charge for container overloading or waste set out waste in an unacceptable manner, which charge County shall pay and WM will take photographic evidence of any Overage conditions.

e) Except for the obligation to make payments hereunder for Services already performed, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders or declarations; pandemics, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events.

f) WM shall submit invoices to the County on at least a monthly basis. If the County fails to timely pay WM's invoices, WM has the right to assess a late fee, interest, or late charge as allowed by law. WM also has, upon providing notice to the County, the right to suspend its services upon notice to the County if payment is more than 60 days' past due.

WM's proposal is conditioned upon these exceptions and the parties' ability to reach mutually acceptable contract language.

JEFFERSON COUNTY, TEXAS

Term Contract for Trash and Biomedical Waste Container Service for Jefferson County

IFB 20-031/YS
September 2, 2020

SUBMITTED BY

Waste Management of Texas, Inc.

Experience that Counts

CONTACT
Terry R. Woodson
Public Sector Solutions Manager
(713) 202-1334
twoodson@wm.com

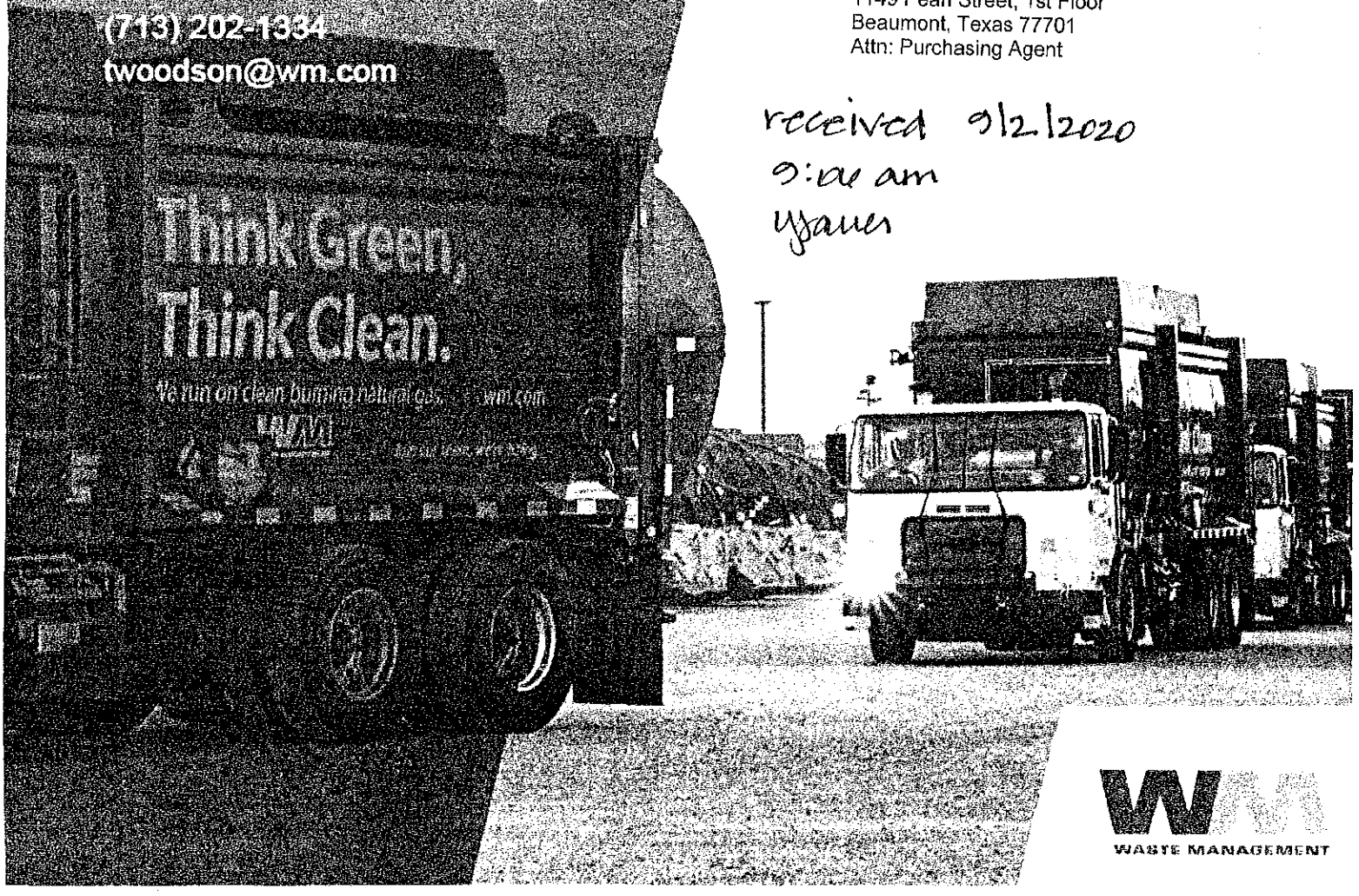
WASTE MANAGEMENT

BID NAME: Term Contract for Trash and Biomedical Waste Container Service for Jefferson County
BID NO: IFB 20-031/YS
FROM: Waste Management of Texas, Inc.
DUE DATE: September 2, 2020

WASTE MANAGEMENT

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701
Attn: Purchasing Agent

received 9/2/2020
9:00 am
ysaucs



WASTE MANAGEMENT

CONTRACT RENEWAL FOR IFB 19-041/YS
TERM CONTRACT FOR HYDRATED LIME FOR JEFFERSON COUNTY

The County entered into a contract with Lhoist North America for one (1) year, from September 16, 2019 to September 15, 2020, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its first one-year option to renew the contract for one (1) additional year from September 15, 2020 to September 14, 2021.

ATTEST:

Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

CONTRACTOR:
Lhoist North America

(Name)

PROF 20-045/JW

LJA ENGINEERING

2615 Calder Avenue, Suite 500, Beaumont, Texas 77702
t 409.833.3363 f 409.833.0317 LJA.com TBPE F-1386 TBPLS 10105600

September 1, 2020

Denise Wheeler
Director
Jefferson County Mosquito Control
8905 First Street
Beaumont, Texas 77705

Re: Environmental Consulting Services (Proposal No. 20-03467)
Pesticide General Permit Implementation FY 2021
(October 1, 2020 – September 30, 2021)

Ms. Wheeler,

Submitted for your review is an outline of proposed services for the continued implementation of the Jefferson County Mosquito Control Pesticide General Permit during fiscal year 2021.

Costs for this project will be billed on a time and materials basis with an estimated cost of **$8,800.00**. These cost will not be exceeded without prior approval. Time will be billed according to the attached rate sheet.

We appreciate your consideration of our firm for this project. If this proposal meets with your approval, please provide a signature on this proposal letter and the attached agreement and return to our office.

Sincerely,

John Concienne, CPESC
Vice President
LJA Engineering, Inc.
2615 Calder Avenue, Suite 500
Beaumont, Texas 77702
Office: (409) 833-3363
Direct: (409) 554-8980
Email: jconcienne@lja.com

APPROVED BY:
JEFFERSON COUNTY

By: _____

Name: Jeff R. Branick

Title: Jefferson County Judge

Date: September 9, 2020

LJA ENGINEERING

3600 W Sam Houston Pkwy S, Suite 600, Houston, Texas 77042
t 713.953.5200 LJA.com TBPE F-1386 TBPLS 10110501

PROFESSIONAL SERVICES AGREEMENT

This Agreement prepared on September 1, 2020 is by and between Jefferson County with address at 1149 Pearl Street, Beaumont, Texas 77701 ("Client") and LJA Engineering, Inc. ("LJA"), who agree as follows:

Client engages LJA to perform professional services (the "Services") for the compensation set forth in one or more proposals or work authorizations (the "Proposal(s)") for one or more projects (the "Project(s)"). LJA shall be authorized to commence the Services upon execution of the Proposal(s) by the Client. Client and LJA agree that this Agreement, the Proposal(s), and any attachments herein incorporated by reference (the "Agreement") constitute the entire agreement between them.

I. LJA'S RESPONSIBILITIES: LJA shall perform or furnish the Services described in the Proposals, which shall be combined and attached as part of this Agreement. Where the terms or conditions of any Proposal conflict with those of Parts I-III contained herein, the Proposal shall control for the Services performed under that Proposal only.

II. CLIENT'S RESPONSIBILITIES: Client, at its expense, shall do the following in a timely manner so as not to delay the Services:

1. INFORMATION/REPORTS: Furnish LJA with all information, reports, studies, site characterizations, advice, instructions, and similar information in its possession relating to the Project.

2. REPRESENTATIVE / ACCESS: Designate a representative for the Project who shall have the authority to transmit instructions, receive information, interpret and define Client's policies, and make decisions with respect to the Services, and provide LJA safe access to any premises necessary for LJA to provide the Services.

3. DECISIONS: Provide all criteria and full information as to requirements for the Project, obtain (with LJA's assistance, if applicable) necessary approvals and permits, attend Project-related meetings, provide interim reviews on an agreed-upon schedule, make decisions on Project alternatives, and participate in the Project to the extent necessary to allow LJA to perform the Services.

III. COMPENSATION, BILLING, & PAYMENT: Client shall pay LJA for Services as denoted in the applicable Proposal and in accordance with the standard rate schedule – Attachment B.

IV. STANDARD TERMS AND CONDITIONS: Attachment A.

The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing and each of the undersigned parties has caused this Agreement to be duly executed. This Agreement contains a limitation of liability clause and the Client has read and consents to all terms.

APPROVED FOR "CLIENT"
JEFFERSON COUNTY

By: _____

Printed Name: Jeff R. Branick

Title: Jefferson County Judge

Effective Date: September 8, 2020

APPROVED FOR "LJA"
LJA ENGINEERING, INC.

By: _____

Printed Name: John Concienne, CPESC

Title: Vice President

Attachments:
A – Standard Terms and Conditions
B – Standard Rate Schedule

ATTEST Carolyn L. Gundry
DATE 9/8/20

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

ATTACHMENT A
STANDARD TERMS AND CONDITIONS

1. STANDARD OF CARE. Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the Services are performed. Professional services are not subject to, and LJA cannot provide, any warranty or guarantee, express or implied, including those contained in any uniform commercial code, proposal, work authorization, or requisition, except as provided herein.

2. CHANGE OF SCOPE. The scope of Services set forth in any Proposal is based on facts known at the time of execution of the Proposal, including, if applicable, Client Data (defined below). As the Project progresses, facts discovered, including, but not limited to, site conditions or the existence of differing subsurface or physical conditions, may indicate that the scope, pricing, or other terms must be redefined, and the parties shall reasonably cooperate to equitably adjust the scope, pricing, or terms of this Agreement accordingly.

3. SAFETY. LJA has established and maintains corporate programs and procedures for the safety of its employees. Unless included as part of the Services, LJA specifically disclaims any authority or responsibility for general job site safety and safety of persons other than LJA employees.

4. DELAYS. Where LJA is prevented from completing any part of the Services within the schedule provided under the Agreement due to delay beyond its reasonable control, the schedule will be extended in an amount of time equal to the time lost due to such delay so long as LJA provides written explanation of the delay to Client. Except with regard to payment of any amounts due LJA from any Services, neither party shall be liable to the other for any delays or failure to act, due to unforeseeable causes reasonably beyond the control of the party claiming such circumstances.

5. TERMINATION/SUSPENSION. Either party may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of termination, Client shall pay LJA for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination. In the event either party defaults in its obligations under this Agreement (including Client's obligation to make the payments required hereunder), the non-defaulting party may suspend performance under this Agreement. In the event of a suspension of Services, LJA shall have no liability to the Client for delay or damage caused the Client because of such suspension of Services. Before resuming Services, LJA shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of LJA's Services. LJA's fees for the remaining Services and the time schedules shall be equitably adjusted. Obligations under this Agreement, which by their nature would continue beyond the suspension or termination of this Agreement (e.g., indemnification), shall survive such suspension or termination.

6. INSURANCE. LJA will maintain insurance coverage for Professional Liability, Commercial Liability, Auto, and Workers' Compensation in amounts in accordance with legal and business requirements. Certificates evidencing such coverage will be provided to Client upon request.

7. INDEMNITY. LJA shall indemnify and hold harmless Client from and against loss, liability, and damages sustained by Client and its employees to the extent actually caused by LJA's failure to adhere to the standard of care described herein.

8. LIMITATION OF LIABILITY. No employee or agent of LJA shall have individual liability to Client. Client agrees that, to the fullest extent permitted by law, LJA's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, LJA's negligence, errors, omissions, strict liability, or breach of contract, and whether claimed directly or by way of contribution, shall not exceed the total compensation received by LJA for the relevant work authorization or proposal under this Agreement. If Client desires a limit of liability greater than that provided above, Client and LJA shall include in Part III of this Agreement the amount of such limit and the additional compensation to be paid to LJA for assumption of such additional risk.

9. CONSEQUENTIAL DAMAGES. IN NO EVENT WILL LJA BE LIABLE TO THE CLIENT FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST REVENUES, LOSS OF USE, LOSS OF FINANCING, LOSS OF REPUTATION, LOST PROFITS, DELAYS, OR OTHER ECONOMIC LOSS ARISING FROM ANY CAUSE INCLUDING BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER CAUSE WHATSOEVER, NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY. REGARDLESS OF LEGAL THEORY, LJA SHALL BE LIABLE ONLY TO THE EXTENT THAT ANY DAMAGES SPECIFIED HEREIN ARE FOUND BY A FINAL COURT OF COMPETENT JURISDICTION TO HAVE BEEN THE SEVERAL LIABILITY OF LJA. TO THE EXTENT PERMITTED BY LAW, ANY STATUTORY REMEDIES THAT ARE INCONSISTENT WITH THIS PROVISION ARE WAIVED.

10. REUSE OF PROJECT DELIVERABLES. Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by Client for any purpose other than that for which such were originally prepared, or

alteration of such without the written verification or adaptation by LJA for the specific purpose intended, shall be at the Client's risk. Client agrees to hold harmless LJA from all claims, damages, and expenses (including reasonable litigation costs) arising out of such reuse or alteration by Client or others acting through Client.

11. CLIENT DATA. Client or any third party designated by Client may provide information, reports, studies, site characterizations, advice, instructions, and similar information in its possession relating to the Project ("Client Data"). LJA may reasonably and in good faith rely upon the accuracy of Client Data and unless described as part of the Services, LJA is not required to audit, examine, or verify Client Data. However, LJA will not ignore the implications of information furnished to LJA and may make reasonable inquiries if Client Data as furnished appears to be incorrect or incomplete. LJA makes no representations or warranties (express or implied) as the quality, accuracy, usefulness, or completeness of any Services to the extent LJA relies on Client Data. LJA, its affiliates, its officers, directors, and employees shall have no liability whatsoever with respect to the use of unreliable, inaccurate, or incomplete Client Data.

12. ASSIGNMENT/BENEFICIARIES. Neither party may assign this Agreement without the written consent of the other party. With the exception of such assignments, nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's contractors, if any.

13. AMENDMENT, NO WAIVER, SEVERABILITY. This Agreement can be amended in writing and signed by the parties. No waiver by either party of any default by the other party in the performance of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default. The various terms, provisions, and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

14. INDEPENDENT PARTIES. Each party is an independent entity and is not a partner, agent, principal, or employee of the other party, unless otherwise agreed to by the parties in writing. Nothing in this Agreement shall restrict or otherwise prohibit either party or their respective affiliates in the conduct of their businesses.

15. STATUTE OF LIMITATION. To the fullest extent permitted by law, the parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one (1) year after Project completion.

16. DISPUTE RESOLUTION. The parties shall attempt to settle all claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including, but not limited to, breach thereof, by discussion between the parties' management. If any dispute cannot be resolved in this manner, within five (5) business days, the parties agree to refer such claims, disputes, and controversies to mediation by a mediator mutually agreed to and equally paid for by the parties before, and as a condition precedent to, the initiation of any adjudicative action or proceeding, including arbitration. The mediator shall convene the mediation within ten (10) business days of the request of either party, and the mediation will last at such times and as long as the mediator reasonably believes agreement is probable. The parties agree that an officer of each entity with complete authority to resolve the dispute shall attend the mediation. Notwithstanding the foregoing, prior to or during negotiation or mediation, either party may initiate litigation that would otherwise become barred by a statute of limitation, and LJA may pursue, at any time and without invoking dispute resolution as provided herein, any property liens or other rights it may have to obtain security for the payment of its invoice. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs and reasonable attorney's fees from the other party.

17. LITIGATION SUPPORT. LJA will not be obligated to provide expert witness or other litigation support related to its Services, unless expressly agreed in writing. In the event LJA is required to respond to a subpoena, inquiry, or other legal process related to the Services in connection with a proceeding to which LJA is not a party, Client will reimburse LJA for its costs and compensate LJA at its then standard rates for the time it incurs in gathering information and documents and attending depositions, hearings, and the like.

18. STATUTORY TERMS APPLICABLE TO STATE POLITICAL SUBDIVISIONS. As required by Chapter 2271, Government Code, LJA hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "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 for ordinary business purposes.

19. GOVERNING LAW. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas without giving effect to any conflict or choice of law rules or principles under which the law of any other jurisdiction would apply. Each party hereby submits to the jurisdiction of the federal and state courts located in Jefferson County and agrees that such courts shall be exclusive forum and venue for resolving any legal suit, action or proceeding arising out of or relating to this Agreement.

Ver.07JUL2020

LJA ENGINEERING

2615 Calder Avenue, Suite 500, Beaumont, Texas 77702
t 409.833.3363 f 409.833.0317 LJA.com TBPE F-1386 TBPLS 10105600

STORMWATER COMPLIANCE DIVISION
2020 RATE SCHEDULE

Labor Classification	Hourly Rate
Senior Project Manager	$180.00
Project Manager	$140.00
Assistant Project Manager	$130.00
Senior Environmental Scientist	$180.00
Environmental Scientist II	$118.00
Environmental Scientist I	$108.00
Environmental Technician III	$ 98.00
Environmental Technician II	$ 86.00
Environmental Technician I	$ 78.00
Administrative Technician	$ 65.00
CADD Technician	$100.00
Expert Witness Work	$425.00

Payments

LJA reserves the right to suspend work should invoices not be paid within the stated terms. Client affirms that the Services to be provided by LJA should not be subject to the addition of any sales tax, value added tax, stamp duty, wage withholding, or similar tax or withholding, including at the source of payment, and as such, requests that LJA not add any such taxes to its invoices. If applicable, Client shall provide LJA with appropriate exemption certificates. The amount of any excise, VAT, or gross receipts tax that may be imposed for professional services shall be added to the compensation as determined above. In the case where Client is obliged to make any deduction or withholding on account of any such addition, the amount paid to LJA by Client for any invoice shall be grossed up to the amount of the invoice so that any fees and other sums payable to LJA are not subject to such taxes.

Reimbursable expenses such as outside reproduction services, courier service, laboratory fees, etc. will be invoiced at cost.

This Rate Schedule is subject to annual change at LJA's discretion to reflect increases in costs of operation, inflation, etc.

Pesticide General Permit

Scope of Services and Estimated Budget

Jefferson County, Orange County, and Chambers County

Implementation Tasks	Permit Year 2 (2018)
Pesticide Discharge Management Plan Map & Inventory	
Update Map and Pesticide Inventory	$3,400.00
Record Maintenance/Data Entry	
Pesticide Discharge Management Plan Updates	
PDMP Compliance Review	$9,000.00
Annual Update to Integrated Pest Management	
Record Maintenance/Data Entry	
Additional Services	
Site Specific Employee Training	$14,000.00
Audit and Plan Update	
Annual Report Development	
Total Estimated Budget	**$26,400.00**
Cost Per Entity (based on 3 entities)	**$8,800.00**

*Service Period: October 1, 2020 - September 30, 2021

SETEX
FACILITIES & MAINTENANCE
"Strength in Construction"

Mailing Address:
P.O. Box 20658
Beaumont, Texas 77720-0658

(409) 842-8181
(409) 842-2274
setex@setexconstruction.com
setexconstruction.com

General Contracting

Job Order Contracting

Facilities Maintenance

Commercial

Industrial

Government

Healthcare

Infrastructure

Corporate

Education

Performing Arts

Historical

8/12/2020

Mike Fuselier
Jefferson County
1149 Pearl Street
Beaumont, Texas 77701

ATTEST:
Carolyn L. Guidry, County Clerk
COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

Project: ***"Jefferson County Generator Relocation"***

Subject: ***"Proposal"***

Dear Mr. Fuselier:

We are pleased to submit our proposal utilizing our 15/041JN-11-2015 Choice Partners JOC Texas Contract based on local CCI and our coefficient of .89.

Proposal Recap:

- Pour new slab and retaining wall.
- Disconnect generator, remove from trailer, and relocate to slab.
- Install canopy and wall flashings.
- Reconnect generator.
- Furnish & install 4" PVC ground mounted conduit from generator to ATS.
- Reinstall existing wire in EMT conduit from generator to the ATS.
- Furnish & install 3/4" EMT Conduit from panel to generator for battery charger and crank case heaters.
- Furnish & install ¾" EMT conduit from ATS to generator for controls.
- Furnish & install 3 light fixtures under new canopy with 1 light switch.

Proposal Cost	$ 53,315.49
Bond (if applicable)	$ 1,332.89
Total Price	**$ 54,648.38**

Exclusions:

Unforeseen items beyond specified scope listed above, overtime, and liquidated damages.

We estimate approximately **thirty (30)** working days to complete upon material delivery

This pricing is based on recommended work hours of Monday thru Friday 7:00 am to 5:00 pm. Once accepted this proposal turns into a lump sum contract. Please contact us at 409-842-8181 at your convenience to discuss this estimate.

Respectfully submitted,
SETEX Facilities & Maintenance, LLC.

Michael Waidley
Project Manager

cc: SETEX/20-0087

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

Preliminary Estimate, by line item

Lester Renfrow
SETEX Facilities and Maintenance, LLC
18/060JN-15 - 2018 Choice Partners JOC Texas - Renewal 1 - 9/18/2019 to 9/20/2020
JC Generator Relocation - 20-0087

Estimator: Lester Renfrow

Summary of tagged estimates...

Division Summary (MF04)

01 - General Requirements	$9,628.18	26 - Electrical	$28,836.50
02 - Existing Conditions	$1,700.00	27 - Communications	
03 - Concrete	$7,506.72	28 - Electronic Safety and Security	
04 - Masonry	$181.90	31 - Earthwork	
05 - Metals	$192.60	32 - Exterior Improvements	
06 - Wood, Plastics, and Composites		33 - Utilities	
07 - Thermal and Moisture Protection	$502.18	34 - Transportation	
08 - Openings		35 - Waterway and Marine Transportation	
09 - Finishes		41 - Material Processing and Handling Equipment	
10 - Specialties	$17,280.00	44 - Pollution Control Equipment	
11 - Equipment		46 - Water and Wastewater Equipment	
12 - Furnishings		48 - Electric Power Generation	
13 - Special Construction		Alternate	$4,679.39
14 - Conveying Equipment		Trades	
21 - Fire Suppression		Assemblies	
22 - Plumbing	$201.53	FMR	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	$352.75	**MF04 Total (Without totalling components)**	**$71,061.75**
25 - Integrated Automation			

Totalling Components

Priced Line Items	$71,061.75	2015 Choice Partners JOC SETEX Texas Normal (-11.0000%)	$(6,589.56)
RSMeans BEAUMONT, TX CCI 2020Q1, 84.30%	$(11,156.70)	Nonpriced Line Items	

Material, Labor, and Equipment Totals (No Totalling Components)

Material:	$26,604.84
Labor:	$37,992.84
Equipment:	$6,464.07
Other:	$0.00
Laborhours:	432.78
Green Line Items:5	$922.19

Priced/Non-Priced

Total Priced Items:	85	$71,061.75	
Total Non-Priced Items:	0	$0.00	0.00%
	85	$71,061.75	

Grand Total **$53,315.49**

Estimator: Lester Renfrow — **Combined estimates...**

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
01 - General Requirements								
1	01-54-16-50-0100	Forklift crew, all-terrain forklift, 45' lift, 35' reach, 9000 lb. capacity, weekly use " Unload / Relocate"--forklift and crew to lift and set generator, Erect Canopy	Week	1.0000	$5,375.00	$5,375.00	RSM20FAC L, E, O&P	P
2	01-54-33-20-5500-1	Hourly operating cost for rent truck flatbed 1axle 3 ton rating " Unload / Relocate"--cost to operate truck	Ea.	8.0000	$25.36	$202.88	RSM20FAC E, O&P	P
3	01-54-33-20-5500-2	Rent per day for rent truck flatbed 1axle 3 ton rating " Unload / Relocate"--truck to transfer generator for forklift accessability	Ea.	1.0000	$1,155.00	$1,155.00	RSM20FAC E, O&P	P
4	01-54-33-40-6410-4	Rent per month for rent toilet portable chemical	Ea.	1.0000	$228.80	$228.80	RSM20FAC E, O&P	P
5	01-54-33-40-7600-2	Rent per day for rent truck tractor 6 x 4 drive, 450 HP " Unload / Relocate"--truck to move trailer housing generator	Ea.	1.0000	$456.50	$456.50	RSM20FAC E, O&P	P
6	01-54-36-50-1200	Mobilization or demobilization, delivery charge for small equipment, placed in rear of, or towed by pickup truck	Ea.	2.0000	$215.00	$430.00	RSM20FAC L, E, O&P	P
7	01-54-36-50-1400	Mobilization or demobilization, delivery charge for equipment, hauled on 20-ton capacity towed trailer " Unload / Relocate"--pick up and delivery of forklift	Ea.	2.0000	$890.00	$1,780.00	RSM20FAC L, E, O&P	P
		01 - General Requirements Total						**$9,628.18**
02 - Existing Conditions								
8	02-41-19-19-0840	Selective demolition, rubbish handling, dumpster, 40 C.Y., 10 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost	Week	2.0000	$850.00	$1,700.00	RSM20FAC M, O&P	P
		02 - Existing Conditions Total						**$1,700.00**
03 - Concrete								
9	03-11-13-40-0020	C.I.P. concrete forms, equipment foundations, 1 use, includes erecting, bracing, stripping and cleaning "Equipment Pad("--26+26+8+8) foundation forms 26+26+8+8 = 68.00	SFCA	68.0000	$28.50	$1,938.00	RSM20FAC M, L, O&P	P
10	03-11-13-85-4600	C.I.P. concrete forms, retaining wall, battered, job built plywood, to 8' high, 1 use, includes erecting, bracing, stripping and cleaning "Containment Wall"--forms for reaining walls (8+8+8+8+8+8+8+8)*2 = 128.00	SFCA	128.0000	$15.65	$2,003.20	RSM20FAC M, L, O&P	P
11	03-15-05-12-5200	Chamfer strip, wood, 3/4" wide "Containment Walls"-- top of containment walls and inside corners 64+2+2+2+2 = 72.00	L.F.	72.0000	$1.50	$108.00	RSM20FAC M, L, O&P	P
12	03-15-05-12-5200	Chamfer strip, wood, 3/4" wide	L.F.	44.0000	$1.50	$66.00	RSM20FAC M, L, O&P	P

Estimator: Lester Renfrow **Combined estimates...**

03 - Concrete

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
		"Equipment Pad" ---top of slab toward containment wall 18+18+8 = 44.00						
13	03-15-19-45-0300	Machinery anchor, heavy duty, 5/8" dia stud & bolt, incl sleeve, floating base nut, lower stud & coupling nut, fiber plug, connecting stud, washer & nut "Feeders" --1 concrete anchor required	Ea.	1.0000	$122.00	$122.00	RSM20FAC Gm, M, L, E, O&P	P
14	03-21-05-10-1216	High chairs, for reinforcing steel, individual (HC), plastic tipped legs, 5" high, includes material only "Equipment Pad'--supports for reinforcement	C	1.0000	$116.00	$116.00	RSM20FAC Gm, M, O&P	P
15	03-21-11-60-0102	Reinforcing steel, in place, beams and girders, #3 to #7, A615, grade 60, incl labor for accessories, excl material for accessories "Containment Wall"-- 2 rows horizontally-- 2' tall -2' oc vertically ((4*8*2)+(2*32))*.376 = 48.13	Lb.	48.1280	$1.51	$72.67	RSM20FAC Gm, M, L, O&P	P
16	03-21-11-60-0102-1000	Reinforcing steel, in place, under 10 ton job, #3 to #7, add (Modified using 03-21 -11-60-1000) "Containment Wall"--fixed modifier for 03-21-11-60-0102 ((4*8*2)+(2*32))*.376 = 48.13	Lb.	48.1280	$0.20	$9.63	RSM20FAC M, L, O&P	P
17	03-21-11-60-0602	Reinforcing steel, in place, slab on grade, #3 to #7, A615, grade 60, incl labor for accessories, excl material for accessories "Equipment Pad"--26*8*1.15 reinforcemnt steel (rebar in slab) 1 ft OC both ways (((26*8)+26)+((8*26)+8)*1.15)*.668 = 322.24	Lb.	322.2432	$1.30	$418.92	RSM20FAC Gm, M, L, O&P	P
18	03-21-11-60-0602-1000	Reinforcing steel, in place, under 10 ton job, #3 to #7, add (Modified using 03-21 -11-60-1000) "Equipment Pad"--26*8*1.15 (fixed modifier for 03-21-11-60-602) (((26*8)+26)+((8*26)+8)*1.15)*.668 = 322.24	Lb.	322.2432	$0.18	$58.00	RSM20FAC M, L, O&P	P
19	03-30-53-40-5020	Structural concrete, in place, slab on grade (3000 psi), 8" thick, includes concrete (Portland cement Type I), placing and broom finish, excludes forms and reinforcing "Containment wall" (8+8+8+8)*2*2 = 128.00	S.F.	128.0000	$5.55	$710.40	RSM20FAC M, L, E, O&P	P
20	03-30-53-40-9000	Structural concrete, in place, minimum labor/equipment charge	Job	1.0000	$1,350.00	$1,350.00	RSM20FAC L, O&P	P
21	03-31-13-70-4900	Structural concrete, placing, walls, direct chute, 8" thick, includes leveling (strike off) & consolidation, excludes material "Containment Wall"-- (8+8+8+8*2)/27 = 1.48	C.Y.	1.4815	$37.50	$55.56	RSM20FAC L, E, O&P	P
22	03-82-16-10-0400	Concrete impact drilling, for anchors, up to 4" D, 5/8" dia, in concrete or brick walls and floors, includes bit cost, layout and set up time, excl anchor "Feeders"	Ea.	1.0000	$14.30	$14.30	RSM20FAC M, L, O&P	P
23	03-82-16-10-0400	Concrete impact drilling, for anchors, up to 4" D, 5/8" dia, in concrete or brick walls and floors, includes bit cost, layout and set up time, excl anchor "Canopy" (9 columns required 5 shown on Plan) drilling for anchor bolts 2*9 = 18.00	Ea.	18.0000	$14.30	$257.40	RSM20FAC M, L, O&P	P

Estimator: Lester Renfrow — **Combined estimates...**

03 - Concrete

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
24	03-82-16-10-0400-0450	Concrete impact drilling, for anchors, 5/8" dia, in concrete or brick walls and floors, includes bit cost, layout and set up time, excl anchor, for each additional inch of depth in same hole, add (Modified using 03-82-16-10-0450) "Canopy"--(9 columns required 5 shown on Plan) modifier for drilling anchor bolts per inch deep 18*4 = 72.00	Ea.	72.0000	$2.87	$206.64	RSM20FAC M, L, O&P	P
		03 - Concrete Total						**$7,506.72**
04 - Masonry								
25	04-01-20-40-0050	Sawing masonry, brick or block, by hand, per inch depth "Canopy"--saw into brick to receive flashing	L.F.	34.0000	$5.35	$181.90	RSM20FAC M, L, E, O&P	P
		04 - Masonry Total						**$181.90**
05 - Metals								
26	05-05-19-20-8400	Wedge anchor, carbon steel, 5/8" dia x 8-1/2" L, in concrete, brick or stone, excl layout & drilling "Canopy"--(9 columns required 5 shown on Plan) anchor bolts for columns 2*9 = 18.00	Ea.	18.0000	$10.70	$192.60	RSM20FAC Grn, M, L, O&P	P
		05 - Metals Total						**$192.60**
07 - Thermal and Moisture Protection								
27	07-71-26-10-0400	Reglet, galvanized steel, in concrete parapet, 24 gauge "Canopy"--flashing	L.F.	34.0000	$4.54	$154.36	RSM20FAC M, L, O&P	P
28	07-71-26-10-0900	Reglet, counter flashing for aluminum, .025" thick, 12" wide "Canopy"--flashing at roof to brick wall 34 = 34.00	L.F.	34.0000	$7.50	$255.00	RSM20FAC M, L, O&P	P
29	07-92-13-20-3655	Joint sealants, caulking and sealants, polyurethane, bulk, in place, 1 or 2 component, 1/2" x 1/4"	L.F.	34.0000	$2.73	$92.82	RSM20FAC M, L, O&P	P
		07 - Thermal and Moisture Protection Total						**$502.18**
10 - Specialties								
30	10-73-16-20-7500	Walkway cover, steel, vinyl finish, flat, to 12' w, .032", excl. foundations (12*28)+(6*24) = 480.00	S.F.	480.0000	$36.00	$17,280.00	RSM20FAC M, L, E, O&P	P
		10 - Specialties Total						**$17,280.00**
22 - Plumbing								

Estimator: Lester Renfrow — **Combined estimates...**

22 - Plumbing

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
31	22-05-29-10-0820	Pipe hanger / support, riser or extension pipe clamp, carbon steel, 3" pipe size, type number 8 per MSS-SP58 "Exhaust"--hangers to support exhast line	Ea.	7.0000	$27.50	$192.50	RSM20FAC M, L, O&P	P
32	22-05-29-10-0820-1080	Labor adjustment factor (mechanical), general, 10' to 14.5' high, add to labor for elevated installation (above floor level), for Division 21, 22 and 23 only (Modified using 22-01-02-20-1080) "Exhaust"--fixed modifier for 22-05-29-10-0820	Ea.	7.0000	$1.29	$9.03	RSM20FAC L, O&P	P
		22 - Plumbing Total						**$201.53**

23 - Heating, Ventilating, and Air-Conditioning (HVAC)

33	23-35-16-10-0920	Exhaust system, engine exhaust, garage, in-floor system, (overhead systems also), accessories for metal tubing, adapter, for metal tubing end, 3" tail pipe type "Exhaust"--end cap for exhaust	Ea.	1.0000	$56.50	$56.50	RSM20FAC M, O&P	P
34	23-35-16-10-1210	Exhaust system, engine exhaust, garage, in-floor system, (overhead systems also), tubing, galvanized, flexible, 3" ID 'Exhaust"--exhaust tubing	L.F.	25.0000	$11.85	$296.25	RSM20FAC M, O&P	P
		23 - Heating, Ventilating, and Air-Conditioning (HVAC) Total						**$352.75**

26 - Electrical

35	26-05-05-25-2060	Generator set, 3 phase 4 wire, 277/480 V, 50 kW, electrical demolition, remove, incl accessories "Diconnect Existing Generator	Ea.	1.0000	$2,275.00	$2,275.00	RSM20FAC L, O&P	P
36	26-05-13-10-1800	Cable terminations, outdoor systems, 5 kV, #4 stranded to 1/0 stranded "Feeders" 32+8 = 40.00	Ea.	40.0000	$220.00	$8,800.00	RSM20FAC M, L, O&P	P
37	26-05-13-10-1800	Cable terminations, outdoor systems, 5 kV, #4 stranded to 1/0 stranded "Battery Charger / Crank Heater"	Ea.	2.0000	$220.00	$440.00	RSM20FAC M, L, O&P	P
38	26-05-13-10-1800	Cable terminations, outdoor systems, 5 kV, #4 stranded to 1/0 stranded "Control Conduit"	Ea.	2.0000	$220.00	$440.00	RSM20FAC M, L, O&P	P
39	26-05-19-90-1200	Wire, copper, stranded, 600 volt, #12, type THWN-THHN, normal installation conditions in wireway, conduit, cable tray "Lights" 360/100 = 3.60	C.L.F.	3.6000	$80.00	$288.00	RSM20FAC M, L, O&P	P
40	26-05-19-90-1200	Wire, copper, stranded, 600 volt, #12, type THWN-THHN, normal installation conditions in wireway, conduit, cable tray "Battery Charger / Crank Heater" 400/100 = 4.00	C.L.F.	4.0000	$80.00	$320.00	RSM20FAC M, L, O&P	P
41	26-05-19-90-1200	Wire, copper, stranded, 600 volt, #12, type THWN-THHN, normal installation conditions in wireway, conduit, cable tray	C.L.F.	4.0000	$80.00	$320.00	RSM20FAC M, L, O&P	P

Estimator: Lester Renfrow — **Combined estimates...**

26 - Electrical

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
		"Control Conduit" 400/100 = 4.00						
42	26-05-26-80-0030	Grounding rod, copper clad, 8' long, 1/2" diameter "Generator Connect / Disconnect"	Ea.	1.0000	$162.00	$162.00	RSM20FAC M, L, O&P	P
43	26-05-26-80-0230	Grounding clamp, bronze, 1/2" diameter "Generator Connect / Disconnect"	Ea.	1.0000	$29.50	$29.50	RSM20FAC M, L, O&P	P
44	26-05-26-80-0360	Ground wire, copper wire, bare solid, #6 "Generator Connect / Disconnect" 20/100 = 0.20	C.L.F.	0.2000	$119.00	$23.80	RSM20FAC M, L, O&P	P
45	26-05-29-20-4120	Channel, steel, 14 gauge, 1-5/8" x 1-5/8" "Lights"	L.F.	10.0000	$16.95	$169.50	RSM20FAC M, L, O&P	P
46	26-05-29-20-4120	Channel, steel, 14 gauge, 1-5/8" x 1-5/8" "Battery Charger / Crank Heater"	L.F.	10.0000	$16.95	$169.50	RSM20FAC M, L, O&P	P
47	26-05-29-20-4120	Channel, steel, 14 gauge, 1-5/8" x 1-5/8" "Control Conduit"	L.F.	10.0000	$16.95	$169.50	RSM20FAC M, L, O&P	P
48	26-05-29-20-4150	Channel, steel, 12 gauge, 1-5/8" x 1-5/8" "Feeders"	L.F.	40.0000	$22.50	$900.00	RSM20FAC M, L, O&P	P
49	26-05-29-20-6050	Strap, steel channel, rigid conduit, 3/4" diameter "Battery Charger / Crank Heater"	Ea.	12.0000	$3.10	$37.20	RSM20FAC M, L, O&P	P
50	26-05-29-20-6050	Strap, steel channel, rigid conduit, 3/4" diameter "Control Conduit"	Ea.	12.0000	$3.10	$37.20	RSM20FAC M, L, O&P	P
51	26-05-29-20-6990	Strap, steel channel, EMT, 4" diameter "Feeders"	Ea.	30.0000	$11.40	$342.00	RSM20FAC M, L, O&P	P
52	26-05-33-13-7020	EMT to conduit adapters, (compression), 3/4" diameter, to 15' H "Lights"	Ea.	6.0000	$18.60	$111.60	RSM20FAC M, L, O&P	P
53	26-05-33-13-7020	EMT to conduit adapters, (compression), 3/4" diameter, to 15' H "Battery Charger / Crank Heater"	Ea.	2.0000	$18.60	$37.20	RSM20FAC M, L, O&P	P
54	26-05-33-13-7020	EMT to conduit adapters, (compression), 3/4" diameter, to 15' H "Control Conduit"	Ea.	2.0000	$18.60	$37.20	RSM20FAC M, L, O&P	P
55	26-05-33-13-8320	EMT 1 hole clips, 3/4" diameter, to 15' H "Lights"	Ea.	20.0000	$1.82	$36.40	RSM20FAC M, L, O&P	P

Estimator: Lester Renfrow — **Combined estimates...**

26 - Electrical

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
56	26-05-33-13-8710	EMT couplings, compression, steel, 3/4" diameter, to 15' H "Lights"	Ea.	10.0000	$12.85	$128.50	RSM20FAC M, L, O&P	P
57	26-05-33-13-8710	EMT couplings, compression, steel, 3/4" diameter, to 15' H "Battery Charger / Crank Heater"	Ea.	6.0000	$12.85	$77.10	RSM20FAC M, L, O&P	P
58	26-05-33-13-8710	EMT couplings, compression, steel, 3/4" diameter, to 15' H "Control Conduit"	Ea.	6.0000	$12.85	$77.10	RSM20FAC M, L, O&P	P
59	26-05-33-13-9190	PVC conduit, schedule 40, 4" diameter, to 10' H, incl terminations, fittings, & support	L.F.	160.0000	$23.00	$3,680.00	RSM20FAC M, L, O&P	P
60	26-05-33-13-9265	PVC conduit elbows, 4" diameter, to 15' H	Ea.	12.0000	$99.50	$1,194.00	RSM20FAC M, L, O&P	P
61	26-05-33-13-9330	PVC conduit couplings, 4" diameter, to 15' H	Ea.	24.0000	$77.50	$1,860.00	RSM20FAC M, L, O&P	P
62	26-05-33-13-9550	PVC adapters, 4" diameter, to 15' H	Ea.	8.0000	$74.00	$592.00	RSM20FAC M, L, O&P	P
63	26-05-33-14-0220	Electric metallic tubing, 3/4" diameter, to 10' high, includes 11 couplings per 100' "Lights"	L.F.	100.0000	$3.95	$395.00	RSM20FAC M, L, O&P	P
64	26-05-33-14-0220	Electric metallic tubing, 3/4" diameter, to 10' high, includes 11 couplings per 100' "Battery Charger / Crank Heater"	L.F.	60.0000	$3.95	$237.00	RSM20FAC M, L, O&P	P
65	26-05-33-14-0220	Electric metallic tubing, 3/4" diameter, to 10' high, includes 11 couplings per 100' "Control Conduit"	L.F.	60.0000	$3.95	$237.00	RSM20FAC M, L, O&P	P
66	26-05-33-16-1550	Outlet boxes, cast, weatherproof switch cover, 1 gang "Lights"	Ea.	1.0000	$18.25	$18.25	RSM20FAC M, L, O&P	P
67	26-05-33-17-1410	Outlet boxes, PVC, FSS, 1 gang, 3/4" hub "Lights"	Ea.	1.0000	$66.50	$66.50	RSM20FAC M, L, O&P	P
68	26-05-33-35-1090	Flexible metallic conduit, sealtite, 3/4" diameter "Lights"	L.F.	5.0000	$9.20	$46.00	RSM20FAC M, L, O&P	P
69	26-05-33-35-1090	Flexible metallic conduit, sealtite, 3/4" diameter "Battery Charger / Crank Heater"	L.F.	5.0000	$9.20	$46.00	RSM20FAC M, L, O&P	P
70	26-05-33-35-1090	Flexible metallic conduit, sealtite, 3/4" diameter "Control Conduit"	L.F.	5.0000	$9.20	$46.00	RSM20FAC M, L, O&P	P
71	26-05-33-35-1440	Flexible metallic conduit, sealtite, 4" diameter "Feeders"	L.F.	20.0000	$72.50	$1,450.00	RSM20FAC M, L, O&P	P
72	26-05-33-35-1700	Flexible metallic conduit, sealtite, connectors, plain, 3/4" diameter	Ea.	1.0000	$19.85	$19.85	RSM20FAC M, L, O&P	P

26 - Electrical

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
		"Lights"						
73	26-05-33-35-1700	Flexible metallic conduit, sealtite, connectors, plain, 3/4" diameter "Battery Charger / Crank Heater"	Ea.	1.0000	$19.85	$19.85	RSM20FAC M, L, O&P	P
74	26-05-33-35-1700	Flexible metallic conduit, sealtite, connectors, plain, 3/4" diameter "Control Conduit"	Ea.	1.0000	$19.85	$19.85	RSM20FAC M, L, O&P	P
75	26-05-33-35-2240	Flexible metallic conduit, sealtite, connectors, insulated, 4" diameter "Feeders"	Ea.	8.0000	$310.00	$2,480.00	RSM20FAC M, L, O&P	P
76	26-05-33-35-2400	Flexible metallic conduit, sealtite, connectors, plain, 90 Deg., 3/4" diameter "Lights"	Ea.	1.0000	$23.00	$23.00	RSM20FAC M, L, O&P	P
77	26-05-33-35-2400	Flexible metallic conduit, sealtite, connectors, plain, 90 Deg., 3/4" diameter "Battery Charger / Crank Heater"	Ea.	1.0000	$23.00	$23.00	RSM20FAC M, L, O&P	P
78	26-05-33-35-2400	Flexible metallic conduit, sealtite, connectors, plain, 90 Deg., 3/4" diameter "Control Conduit"	Ea.	1.0000	$23.00	$23.00	RSM20FAC M, L, O&P	P
79	26-24-16-20-2004	Circuit breakers, 120/240 volt, plug-in, 1 pole with NM cable, 20 amp "Lights"	Ea.	1.0000	$129.00	$129.00	RSM20FAC M, L, O&P	P
80	26-24-16-20-2004	Circuit breakers, 120/240 volt, plug-in, 1 pole with NM cable, 20 amp "Battery Charger / Crank Heater"	Ea.	2.0000	$129.00	$258.00	RSM20FAC M, L, O&P	P
81	26-27-26-20-1500	Toggle switch, quiet type, 1 pole, momentary contact, 20 amp "Lights"	Ea.	1.0000	$73.50	$73.50	RSM20FAC M, L, O&P	P
82	26-27-26-20-3170	Switch cover, weatherproof, 1 gang "Lights"	Ea.	1.0000	$18.40	$18.40	RSM20FAC M, L, O&P	P
83	26-56-23-10-0200	Incandescent fixture, exterior, wall mounted, 100 watt, incl lamps "Lights"	Ea.	3.0000	$151.00	$453.00	RSM20FAC M, L, O&P	P
		26 - Electrical Total						**$28,836.50**

Alternate

84	03-30-53-40-5020	Structural concrete, in place, slab on grade (3000 psi), 8" thick, includes concrete (Portland cement Type I), placing and broom finish, excludes forms and reinforcing "Equipment Pad"-- concrete 26*8*1.15 = 239.20	S.F.	239.2000	$3.76	$899.39	CUSTOM M, E, O&P	P
85	26-05-19-90-2800	Wire, copper, stranded, 600 volt, 500 kcmil, type THWN-THHN, normal installation conditions in wireway, conduit, cable tray	C.L.F.	8.0000	$472.50	$3,780.00	CUSTOM L, O&P	P

Estimator: Lester Renfrow — **Combined estimates...**

Alternate

Item	Description	UM	Quantity	Unit Cost	Total	Book
	"Feeders"--reuse wire Labor only 800/100 = 8.00					
	Alternate Total					$4,679.39
		Estimate Grand Total				**53,315.49**

AGENDA ITEM **September 1, 2020**

Receive and file executed Consent and License Agreement between Jefferson County and Entergy for use of airport property by utilities workers servicing areas damaged by Hurricane Laura.

CONSENT AND LICENSE AGREEMENT - STAGING

This license agreement (the "License") is entered into as of August 31st, 2020 by and between Jack Brooks Regional Airport a Public Body ~~corporation~~ ("LICENSOR") and the following Entergy company ("LICENSEE"):

(Check only one)

- ☐ Entergy Arkansas, Inc.
- ☐ Entergy Louisiana, LLC
- ☐ Entergy Mississippi, Inc.
- ☐ Entergy New Orleans, Inc.
- ☒ Entergy Texas, Inc.

WITNESSETH:

1. **Property.** LICENSOR is the owner of certain property in ~~the City of Beaumont, TX~~ Jefferson County/Parish, State of Texas, described on Exhibit A attached hereto and made a part hereof (the "Premises").

2. **Temporary Use.** In the event of a natural disaster or other emergency situation, LICENSEE desires to use part of the Premises as a temporary emergency restoration staging area (the "Staging Area"), which is shown on a map or plat, marked Exhibit B, attached hereto and made a part hereof.

3. **Consent To Use.** LICENSOR consents to said use by LICENSEE and its contractors and subcontractors and grants to LICENSEE a license therefore on the Staging Area, subject to the following conditions, which constitute the consideration for this grant and consent.

   A. LICENSEE shall not use the Staging Area for any purpose other than emergency restoration work, including without limitation the marshalling and storage of vehicles and equipment and staging and servicing crews, which may include the provision of food service, showers, sanitary facilities and sleeping accommodations required by LICENSEE to restore electrical service lost as a result of a natural disaster or other emergency.

   B. LICENSEE will not permit placement of any structures other than portable buildings and bolts and electrical connections embedded in the ground that do not interfere with LICENSOR's use of the Staging Area during a period other than a natural disaster or other emergency situation.

   C. LICENSEE shall not allow any mechanic's or materialmen's liens to be filed against the Premises and promptly shall discharge by bond, payment or otherwise any such liens that arise as a result of LICENSEE'S use of the Premises pursuant to this License.

D. In its use of common drives and passageways on the Premises, LICENSEE shall not block access by others to the Premises.

E. Upon the completion of LICENSEE'S work arising as a result of the natural disaster or other emergency, except as otherwise provided herein, LICENSEE shall return the Staging Area to LICENSOR in the same condition (ordinary wear and tear and damage by casualty excepted) it was in at the commencement of LICENSEE'S use of the Staging Area.

F. Prior to commencing to use the Staging Area, LICENSEE shall provide telephone or facsimile notice to LICENSOR of its intent to use the Staging Area and a good faith estimate of the time period such use will be required. The parties acknowledge that the notice provisions of Section 8 do not apply to this provision.

G. LICENSEE accepts the Staging Area in "AS IS" condition and acknowledges that LICENSOR makes no warranty as to the condition of the Staging Area or its suitability for LICENSEE'S proposed use.

4. **Intentionally Omitted.**

5. **Damages.** LICENSEE will use its best efforts to avoid damage to LICENSOR'S facilities on the Premises, and will reimburse LICENSOR for any such damage caused by LICENSEE'S use of the Premises or the exercise of LICENSEE'S rights hereunder. LICENSEE shall commit no act of waste and shall make all repairs to the Premises necessitated by the negligence or misconduct of its agents, employees and contractors.

6. **Assignment.** Except to an affiliate and for the same purposes, LICENSEE may not assign its rights under this License without the prior written consent of LICENSOR.

7. **Costs and Expenses.** LICENSEE agrees to be responsible for and pay any costs incurred by LICENSOR, including attorney's fees, in enforcing the provisions of this License.

8. **Notices.**

A. All notices, requests, consents and other communications hereunder shall be in writing and shall be dispatched by nationwide overnight courier service, such as (without limitation) Federal Express, or by United States Certified Mail, Return Receipt Requested, postage prepaid, addressed to the parties as follows:

LICENSOR: Alex Rupp
Jack Brooks Regional Airport
5000 Jerry Ware Dr, Beaumont, Tx 77705
Attn: _____
Telephone: 409-719-4900
~~Facsimile~~: N/A
Email: ARupp e Co.Jefferson.Tx.Us.

LICENSEE: JACLYN MASSEY
ENTERGY
6540 WATKINS DR
JACKSON MS 39110

Attn: _____
(Re: Consent And License Agreement - Staging)
Telephone: 601-353-8817
Facsimile: _____

B. Notices under this License shall be deemed given upon the earlier of the date of delivery or the date upon which delivery is refused.

C. Any changes in the names or addresses set out in subsection A. above shall be through notice in conformity with the requirements of this Section.

9. **Termination.** This License shall terminate on 9/30/2020 unless extended in writing by LICENSOR and LICENSEE. However the obligations in Section 11 arising during the term of this License shall survive the termination of this License.

10. **Insurance.** LICENSEE, at its own expense, shall maintain throughout the term of this License, and any extension thereof, minimum insurance coverages in the forms and amounts and subject to the conditions set forth below:

(A) General Liability Insurance including Contractual Liability Coverage with limits of not less than $1,000,000 per occurrence for bodily injury and property damage. LICENSOR shall be included as an additional insured with respect to LICENSEE'S liability arising under this License.

(B) Workers' Compensation Insurance in accordance with all applicable state laws, including Employer's Liability Insurance in the minimum amount of $500,000 per accident, and which provides for a waiver of subrogation in favor of LICENSOR.

(C) Automobile Liability Insurance including all owned, hired and non-owned vehicles (including trucks, trailers and other equipment licensed for highway use) with a combined single limit of $1,000,000 per accident.

(D) Certificates of Insurance. Upon request, LICENSEE shall furnish LICENSOR with certificates of insurance evidencing that the coverages required above are in force.

(E) Self-Insurance. LICENSEE may provide the insurance required herein through a regularly maintained program of self-insurance.

11. **Indemnity.** LICENSEE shall indemnify and hold harmless LICENSOR and its directors, officers, stockholders, employees and agents from all claims, liabilities, fines, penalties,

losses, damages and expenses, including reasonable attorneys' fees and court costs, arising out of or in conjunction with: (1) any claim or suit for injury to or death of any person or damage to any property whatsoever caused by the negligence or misconduct of LICENSEE, its agents, employees, or contractors except such claims that arise from the negligence or intentional misconduct of LICENSOR, its agents, employees or contractors; (2) any violation by LICENSEE of any law, statute, ordinance or regulation relating to LICENSEE'S operations on the Premises or (3) the violation of any term, representation or warranty under this agreement or the non-performance thereof.

12. **Compliance with Laws.** LICENSEE shall comply with all laws, ordinance, rules and regulations in so far as they pertain to the manner in which LICENSEE uses the Premises. LICENSEE shall not use the Premises for the treatment or disposal of toxic or hazardous waste or substances. LICENSEE shall indemnify and hold LICENSOR harmless against all loss, liability, costs or expense (including fines and penalties, reasonable attorneys' fees and court costs), or any claims therefore resulting from nonperformance or violation of any agreement, representation or warranty in this Section. **LICENSOR shall abide by the requirements of 41 CFR 60-300.5(a) prohibiting discrimination against qualified protected veterans and requiring affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. LICENSOR shall abide by the requirements of 41 CFR 60-741.5(a) prohibiting discrimination against qualified individuals on the basis of disability and requiring affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**

THUS DONE AND EXECUTED by the following duly authorized representatives of the parties:

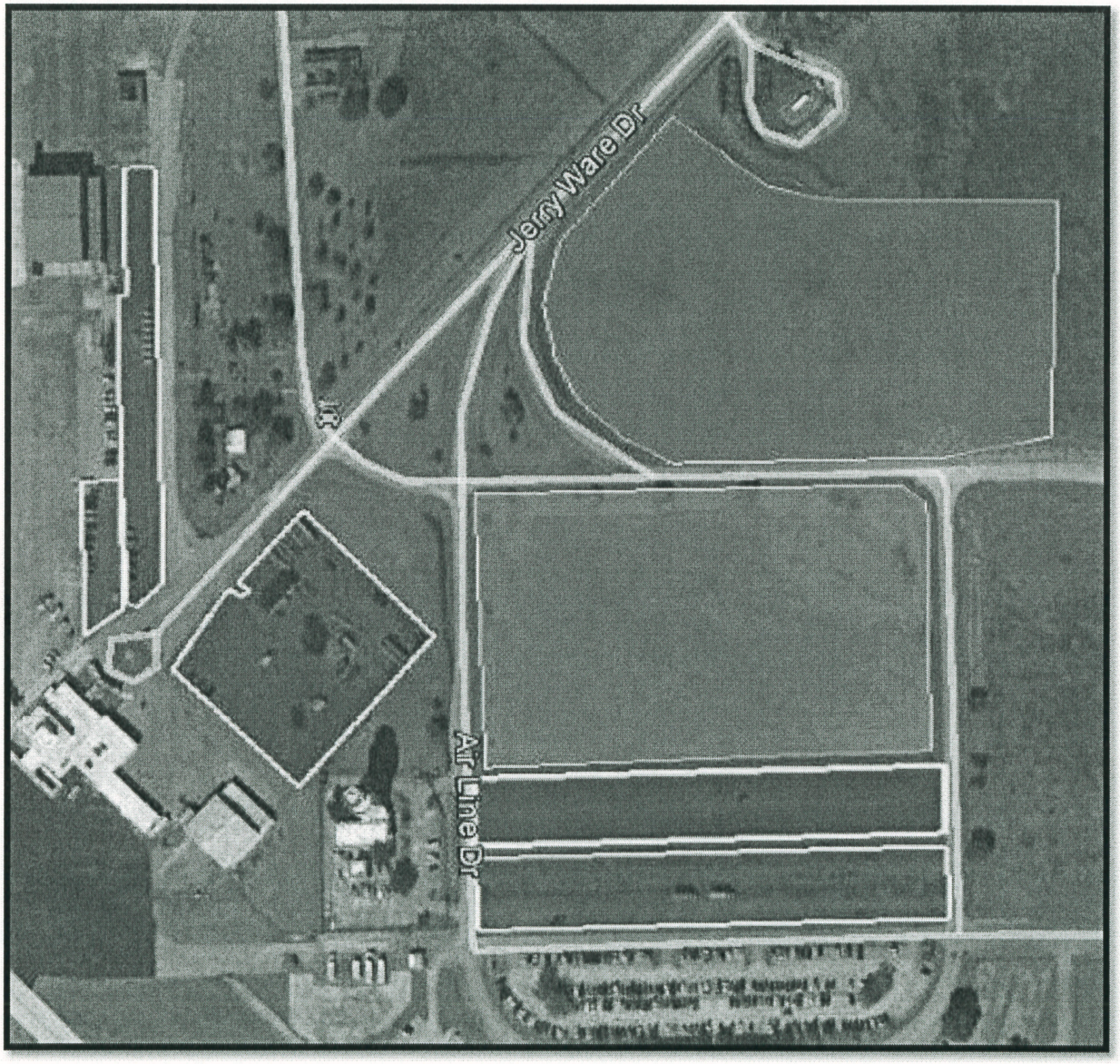
LICENSOR		LICENSEE	
By:		By:	Jaclyn Massey
Name:	Jeff Branick	Name:	JACLYN MASSEY
Title:	County Judge	Title:	ENTERGY SYSTEM LOGISTICS DEPUTY CHIEF
Date:	09/01/2020	Date:	8/31/2020

EXHIBIT A

The "Premises"

**Red Area - Paved

**Blue Area – Unpaved Grass



Total Paved Area: 7.0 acres

Total Grass Area: 14.4 acres

MEMORANDUM

TO: COMMISSIONERS COURT

FROM: **FRAN LEE**

SUBJECT: BUDGET AMENDMENT

DATE: SEPTEMBER 2, 2020

The following budget amendment for the JP Pct 1, Pl 2 is necessary due increase cost because of a change in insurance for dependent coverage:

120-2042-412-2003	Employee Insurance	$2,500	
120-9999-415-9999	Contingency		$2,500

JEFFERSON COUNTY SHERIFF'S OFFICE
Zena Stephens, Sheriff
5030 Hwy 69 S.
Beaumont, TX 77705
(409) 726-2500

Charlie Porter
Chief of Law Enforcement
cporter@co.jefferson.tx.us

John Shauberger
Chief of Corrections
jshauberger@co.jefferson.tx.us

TO: Fran Lee
Jefferson County Auditing Department

FROM: Chief John Shauberger
Jefferson County Sheriff's Department

RE: Transfer Funds

DATE: September 1, 2020

Please transfer $3,000 from budget account 120-3060-421-40-11 (Equipment-Miscellaneous) to 120-3060-421-30-42 (Laboratory Supplies) for the purchase of laboratory supplies. Please transfer $800 from 120-3062-421-40-11 (Equipment-Miscellaneous) to 120-3060-421-30-84 (Minor Equipment) purchase of a dryer replacement.

Chief John Shauberger

(409) 835-8450 Phone
(409) 839-2350 Fax

1085 Pearl St, Room 103
Beaumont, TX 77701

Jevonne Smith Pollard
Constable, Precinct One

DATE: September 2, 2020
TO: Fran / Auditing
FROM: Constable Jevonne Pollard
RE: Transfer of funds

Please transfer the funds to the account numbers listed below:

$4,500.00 from Extra Help account #120-3065-425.10-05 to Minor Equipment #120-3065-425.30-84

To pay for equipment for vehicle and body camera. Please give me a call if you have any questions regarding this matter.

Thank you,

Jevonne Pollard
Constable ~~PCT 1~~

MEMORANDUM

TO: COMMISSIONERS COURT

FROM: **FRAN LEE**

SUBJECT: BUDGET TRANSFER

DATE: SEPTEMBER 2, 2020

The following budget transfer for the Constable Pct 1 is necessary due increase cost because of a change in insurance for dependent coverage:

120-3065-425-2003	Employee Insurance	$2,500	
120-3065-425-1098	Overtime		$2,500

MEMORANDUM

TO: COMMISSIONERS COURT

FROM: **FRAN LEE**

SUBJECT: BUDGET AMENDMENT

DATE: SEPTEMBER 2, 2020

The following budget amendment for the Constable Pct 6 is necessary due increase cost because of a change in insurance for dependent coverage:

120-3070-425-2003	Employee Insurance	$4,500	
120-9999-415-9999	Contingency		$4,500

MEMORANDUM

TO: COMMISSIONERS COURT

FROM: **FRAN LEE**

SUBJECT: BUDGET AMENDMENT

DATE: SEPTEMBER 2, 2020

The following budget amendment for the Beaumont Maintenance is necessary to transfer the funding for the generator relocation project to Capital Projects due to timing for the completion of the work will be past the year of the fiscal year.

120-0000-491-8006	Transfer out-Capital Project Fund	$54,649	
120-6083-416-6003	Capital – Buildings Courthouse		$54,649

SETEX
FACILITIES & MAINTENANCE
"Strength in Construction"

Mailing Address:
P.O. Box 20658
Beaumont, Texas 77720-0658

(409) 842-8181
(409) 842-2274
setex@setexconstruction.com
setexconstruction.com

General Contracting

Job Order Contracting

Facilities Maintenance

Commercial

Industrial

Government

Healthcare

Infrastructure

Corporate

Education

Performing Arts

Historical

8/12/2020

Mike Fuselier
Jefferson County
1149 Pearl Street
Beaumont, Texas 77701

Project: ***"Jefferson County Generator Relocation"***

Subject: ***"Proposal"***

Dear Mr. Fuselier:

We are pleased to submit our proposal utilizing our 15/041JN-11-2015 Choice Partners JOC Texas Contract based on local CCI and our coefficient of .89.

Proposal Recap:

- Pour new slab and retaining wall.
- Disconnect generator, remove from trailer, and relocate to slab.
- Install canopy and wall flashings.
- Reconnect generator.
- Furnish & install 4" PVC ground mounted conduit from generator to ATS.
- Reinstall existing wire in EMT conduit from generator to the ATS.
- Furnish & install 3/4" EMT Conduit from panel to generator for battery charger and crank case heaters.
- Furnish & install ¾" EMT conduit from ATS to generator for controls.
- Furnish & install 3 light fixtures under new canopy with 1 light switch.

Proposal Cost	$ 53,315.49
Bond (if applicable)	$ 1,332.89
Total Price	**$ 54,648.38**

Exclusions:

Unforeseen items beyond specified scope listed above, overtime, and liquidated damages.

We estimate approximately **thirty (30)** working days to complete upon material delivery

This pricing is based on recommended work hours of Monday thru Friday 7:00 am to 5:00 pm. Once accepted this proposal turns into a lump sum contract. Please contact us at 409-842-8181 at your convenience to discuss this estimate.

Respectfully submitted,
SETEX Facilities & Maintenance, LLC.

Michael Waidley
Project Manager

cc: SETEX/20-0067

SETEX FACILITIES & MAINTENANCE

Preliminary Estimate, by line item

Lester Renfrow
SETEX Facilities and Maintenance, LLC
18/060JN-15 - 2018 Choice Partners JOC Texas - Renewal 1 - 9/18/2019 to 9/20/2020
JC Generator Relocation - 20-0087

Estimator: Lester Renfrow

Summary of tagged estimates...

Division Summary (MF04)

01 - General Requirements	$9,628.18	26 - Electrical	$28,836.50
02 - Existing Conditions	$1,700.00	27 - Communications	
03 - Concrete	$7,506.72	28 - Electronic Safety and Security	
04 - Masonry	$181.90	31 - Earthwork	
05 - Metals	$192.60	32 - Exterior Improvements	
06 - Wood, Plastics, and Composites		33 - Utilities	
07 - Thermal and Moisture Protection	$502.18	34 - Transportation	
08 - Openings		35 - Waterway and Marine Transportation	
09 - Finishes		41 - Material Processing and Handling Equipment	
10 - Specialties	$17,280.00	44 - Pollution Control Equipment	
11 - Equipment		46 - Water and Wastewater Equipment	
12 - Furnishings		48 - Electric Power Generation	
13 - Special Construction		Alternate	$4,679.39
14 - Conveying Equipment		Trades	
21 - Fire Suppression		Assemblies	
22 - Plumbing	$201.53	FMR	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	$352.75	**MF04 Total (Without totalling components)**	**$71,061.75**
25 - Integrated Automation			

Totalling Components

Priced Line Items	$71,061.75	2015 Choice Partners JOC SETEX Texas Normal (-11.0000%)	$(6,589.56)
RSMeans BEAUMONT, TX CCI 2020Q1, 84.30%	$(11,156.70)	Nonpriced Line Items	

Material, Labor, and Equipment Totals (No Totalling Components)

Material:	$26,604.84
Labor:	$37,992.84
Equipment:	$6,464.07
Other:	$0.00
Laborhours:	432.78
Green Line Items:5	$922.19

Priced/Non-Priced

Total Priced Items:	85	$71,061.75	
Total Non-Priced Items:	0	$0.00	0.00%
	85	$71,061.75	

Grand Total **$53,315.49**

Preliminary Estimate, by line item

Estimator: Lester Renfrow — **Combined estimates...**

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
01 - General Requirements								
1	01-54-16-50-0100	Forklift crew, all-terrain forklift, 45' lift, 35' reach, 9000 lb. capacity, weekly use " Unload / Relocate"--forklift and crew to lift and set generator, Erect Canopy	Week	1.0000	$5,375.00	$5,375.00	RSM20FAC L, E, O&P	P
2	01-54-33-20-5500-1	Hourly operating cost for rent truck flatbed 1axle 3 ton rating " Unload / Relocate"--cost to operate truck	Ea.	8.0000	$25.36	$202.88	RSM20FAC E, O&P	P
3	01-54-33-20-5500-2	Rent per day for rent truck flatbed 1axle 3 ton rating " Unload / Relocate"--truck to transfer generator for forklift accessability	Ea.	1.0000	$1,155.00	$1,155.00	RSM20FAC E, O&P	P
4	01-54-33-40-6410-4	Rent per month for rent toilet portable chemical	Ea.	1.0000	$228.80	$228.80	RSM20FAC E, O&P	P
5	01-54-33-40-7600-2	Rent per day for rent truck tractor 6 x 4 drive, 450 HP " Unload / Relocate"--truck to move trailer housing generator	Ea.	1.0000	$456.50	$456.50	RSM20FAC E, O&P	P
6	01-54-36-50-1200	Mobilization or demobilization, delivery charge for small equipment, placed in rear of, or towed by pickup truck	Ea.	2.0000	$215.00	$430.00	RSM20FAC L, E, O&P	P
7	01-54-36-50-1400	Mobilization or demobilization, delivery charge for equipment, hauled on 20-ton capacity towed trailer " Unload / Relocate"--pick up and delivery of forklift	Ea.	2.0000	$890.00	$1,780.00	RSM20FAC L, E, O&P	P
		01 - General Requirements Total						**$9,628.18**
02 - Existing Conditions								
8	02-41-19-19-0840	Selective demolition, rubbish handling, dumpster, 40 C.Y., 10 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost	Week	2.0000	$850.00	$1,700.00	RSM20FAC M, O&P	P
		02 - Existing Conditions Total						**$1,700.00**
03 - Concrete								
9	03-11-13-40-0020	C.I.P. concrete forms, equipment foundations, 1 use, includes erecting, bracing, stripping and cleaning "Equipment Pad("--26+26+8+8) foundation forms 26+26+8+8 = 68.00	SFCA	68.0000	$28.50	$1,938.00	RSM20FAC M, L, O&P	P
10	03-11-13-86-4600	C.I.P. concrete forms, retaining wall, battered, job built plywood, to 8' high, 1 use, includes erecting, bracing, stripping and cleaning "Containment Wall"--forms for reaining walls (8+8+8+8+8+8+8+8)*2 = 128.00	SFCA	128.0000	$15.65	$2,003.20	RSM20FAC M, L, O&P	P
11	03-15-05-12-5200	Chamfer strip, wood, 3/4" wide "Containment Walls"-- top of containment walls and inside corners 64+2+2+2+2 = 72.00	L.F.	72.0000	$1.50	$108.00	RSM20FAC M, L, O&P	P
12	03-15-05-12-5200	Chamfer strip, wood, 3/4" wide	L.F.	44.0000	$1.50	$66.00	RSM20FAC M, L, O&P	P

Preliminary Estimate, by line item

Estimator: Lester Renfrow — **Combined estimates...**

03 - Concrete

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
		"Equipment Pad" —top of slab toward containment wall 18+18+8 = 44.00						
13	03-15-19-45-0300	Machinery anchor, heavy duty, 5/8" dia stud & bolt, incl sleeve, floating base nut, lower stud & coupling nut, fiber plug, connecting stud, washer & nut "Feeders" --1 concrete anchor required	Ea.	1.0000	$122.00	$122.00	RSM20FAC Gm, M, L, E, O&P	P
14	03-21-05-10-1216	High chairs, for reinforcing steel, individual (HC), plastic tipped legs, 5" high, includes material only "Equipment Pad"–supports for reinforcement	C	1.0000	$116.00	$116.00	RSM20FAC Gm, M, O&P	P
15	03-21-11-60-0102	Reinforcing steel, in place, beams and girders, #3 to #7, A615, grade 60, incl labor for accessories, excl material for accessories "Containment Wall"– 2 rows horizontally– 2' tall -2' oc vertically ((4*8*2)+(2*32))*.376 = 48.13	Lb.	48.1280	$1.51	$72.67	RSM20FAC Gm, M, L, O&P	P
16	03-21-11-60-0102-1000	Reinforcing steel, in place, under 10 ton job, #3 to #7, add (Modified using 03-21 -11-60-1000) "Containment Wall"--fixed modifier for 03-21-11-60-0102 ((4*8*2)+(2*32))*.376 = 48.13	Lb.	48.1280	$0.20	$9.63	RSM20FAC M, L, O&P	P
17	03-21-11-60-0602	Reinforcing steel, in place, slab on grade, #3 to #7, A615, grade 60, incl labor for accessories, excl material for accessories "Equipment Pad"–26*8*1.15 reinforcemnt steel (rebar in slab) 1 ft OC both ways (((26*8)+26)+((8*26)+8)*1.15)*.668 = 322.24	Lb.	322.2432	$1.30	$418.92	RSM20FAC Gm, M, L, O&P	P
18	03-21-11-60-0602-1000	Reinforcing steel, in place, under 10 ton job, #3 to #7, add (Modified using 03-21 -11-60-1000) "Equipment Pad"–26*8*1.15 (fixed modifier for 03-21-11-60-602) (((26*8)+26)+((8*26)+8)*1.15)*.668 = 322.24	Lb.	322.2432	$0.18	$58.00	RSM20FAC M, L, O&P	P
19	03-30-53-40-5020	Structural concrete, in place, slab on grade (3000 psi), 8" thick, includes concrete (Portland cement Type I), placing and broom finish, excludes forms and reinforcing "Containment wall" (8+8+8+8)*2*2 = 128.00	S.F.	128.0000	$5.55	$710.40	RSM20FAC M, L, E, O&P	P
20	03-30-53-40-9000	Structural concrete, in place, minimum labor/equipment charge	Job	1.0000	$1,350.00	$1,350.00	RSM20FAC L, O&P	P
21	03-31-13-70-4900	Structural concrete, placing, walls, direct chute, 8" thick, includes leveling (strike off) & consolidation, excludes material "Containment Wall"-- (8+8+8+8*2)/27 = 1.48	C.Y.	1.4815	$37.50	$55.56	RSM20FAC L, E, O&P	P
22	03-82-16-10-0400	Concrete impact drilling, for anchors, up to 4" D, 5/8" dia, in concrete or brick walls and floors, includes bit cost, layout and set up time, excl anchor "Feeders"	Ea.	1.0000	$14.30	$14.30	RSM20FAC M, L, O&P	P
23	03-82-16-10-0400	Concrete impact drilling, for anchors, up to 4" D, 5/8" dia, in concrete or brick walls and floors, includes bit cost, layout and set up time, excl anchor "Canopy" (9 columns required 5 shown on Plan) drilling for anchor bolts 2*9 = 18.00	Ea.	18.0000	$14.30	$257.40	RSM20FAC M, L, O&P	P

Estimator: Lester Renfrow **Combined estimates...**

03 - Concrete

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
24	03-82-16-10-0400-0450	Concrete impact drilling, for anchors, 5/8" dia, in concrete or brick walls and floors, includes bit cost, layout and set up time, excl anchor, for each additional inch of depth in same hole, add (Modified using 03-82-16-10-0450) "Canopy"--(9 columns required 5 shown on Plan) modifier for drilling anchor bolts per inch deep 18*4 = 72.00	Ea.	72.0000	$2.87	$206.64	RSM20FAC M, L, O&P	P
		03 - Concrete Total						**$7,506.72**

04 - Masonry

25	04-01-20-40-0050	Sawing masonry, brick or block, by hand, per inch depth "Canopy"--saw into brick to receive flashing	L.F.	34.0000	$5.35	$181.90	RSM20FAC M, L, E, O&P	P
		04 - Masonry Total						**$181.90**

05 - Metals

26	05-05-19-20-8400	Wedge anchor, carbon steel, 5/8" dia x 8-1/2" L, in concrete, brick or stone, excl layout & drilling "Canopy"--(9 columns required 5 shown on Plan) anchor bolts for columns 2*9 = 18.00	Ea.	18.0000	$10.70	$192.60	RSM20FAC Gm, M, L, O&P	P
		05 - Metals Total						**$192.60**

07 - Thermal and Moisture Protection

27	07-71-26-10-0400	Reglet, galvanized steel, in concrete parapet, 24 gauge "Canopy"--flashing	L.F.	34.0000	$4.54	$154.36	RSM20FAC M, L, O&P	P
28	07-71-26-10-0900	Reglet, counter flashing for aluminum, .025" thick, 12" wide "Canopy"--flashing at roof to brick wall 34 = 34.00	L.F.	34.0000	$7.50	$255.00	RSM20FAC M, L, O&P	P
29	07-92-13-20-3655	Joint sealants, caulking and sealants, polyurethane, bulk, in place, 1 or 2 component, 1/2" x 1/4"	L.F.	34.0000	$2.73	$92.82	RSM20FAC M, L, O&P	P
		07 - Thermal and Moisture Protection Total						**$502.18**

10 - Specialties

30	10-73-16-20-7500	Walkway cover, steel, vinyl finish, flat, to 12' w, .032", excl. foundations (12*28)+(6*24) = 480.00	S.F.	480.0000	$36.00	$17,280.00	RSM20FAC M, L, E, O&P	P
		10 - Specialties Total						**$17,280.00**

22 - Plumbing

Estimator: Lester Renfrow — **Combined estimates...**

22 - Plumbing

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
31	22-05-29-10-0820	Pipe hanger / support, riser or extension pipe clamp, carbon steel, 3" pipe size, type number 8 per MSS-SP58 "Exhaust"--hangers to support exhast line	Ea.	7.0000	$27.50	$192.50	RSM20FAC M, L, O&P	P
32	22-05-29-10-0820-1080	Labor adjustment factor (mechanical), general, 10' to 14.5' high, add to labor for elevated installation (above floor level), for Division 21, 22 and 23 only (Modified using 22-01-02-20-1080) "Exhaust"--fixed modifier for 22-05-29-10-0820	Ea.	7.0000	$1.29	$9.03	RSM20FAC L, O&P	P
		22 - Plumbing Total						**$201.53**

23 - Heating, Ventilating, and Air-Conditioning (HVAC)

33	23-35-16-10-0920	Exhaust system, engine exhaust, garage, in-floor system, (overhead systems also), accessories for metal tubing, adapter, for metal tubing end, 3" tail pipe type "Exhaust"--end cap for exhaust	Ea.	1.0000	$56.50	$56.50	RSM20FAC M, O&P	P
34	23-35-16-10-1210	Exhaust system, engine exhaust, garage, in-floor system, (overhead systems also), tubing, galvanized, flexible, 3" ID 'Exhaust"--exhaust tubing	L.F.	25.0000	$11.85	$296.25	RSM20FAC M, O&P	P
		23 - Heating, Ventilating, and Air-Conditioning (HVAC) Total						**$352.75**

26 - Electrical

35	26-05-05-25-2060	Generator set, 3 phase 4 wire, 277/480 V, 50 kW, electrical demolition, remove, incl accessories "Diconnect Existing Generator	Ea.	1.0000	$2,275.00	$2,275.00	RSM20FAC L, O&P	P
36	26-05-13-10-1800	Cable terminations, outdoor systems, 5 kV, #4 stranded to 1/0 stranded "Feeders" 32+8 = 40.00	Ea.	40.0000	$220.00	$8,800.00	RSM20FAC M, L, O&P	P
37	26-05-13-10-1800	Cable terminations, outdoor systems, 5 kV, #4 stranded to 1/0 stranded "Battery Charger / Crank Heater"	Ea.	2.0000	$220.00	$440.00	RSM20FAC M, L, O&P	P
38	26-05-13-10-1800	Cable terminations, outdoor systems, 5 kV, #4 stranded to 1/0 stranded "Control Conduit"	Ea.	2.0000	$220.00	$440.00	RSM20FAC M, L, O&P	P
39	26-05-19-90-1200	Wire, copper, stranded, 600 volt, #12, type THWN-THHN, normal installation conditions in wireway, conduit, cable tray "Lights" 360/100 = 3.60	C.L.F.	3.6000	$80.00	$288.00	RSM20FAC M, L, O&P	P
40	26-05-19-90-1200	Wire, copper, stranded, 600 volt, #12, type THWN-THHN, normal installation conditions in wireway, conduit, cable tray "Battery Charger / Crank Heater" 400/100 = 4.00	C.L.F.	4.0000	$80.00	$320.00	RSM20FAC M, L, O&P	P
41	26-05-19-90-1200	Wire, copper, stranded, 600 volt, #12, type THWN-THHN, normal installation conditions in wireway, conduit, cable tray	C.L.F.	4.0000	$80.00	$320.00	RSM20FAC M, L, O&P	P

Estimator: Lester Renfrow — **Combined estimates...**

26 - Electrical

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
		"Control Conduit" 400/100 = 4.00						
42	26-05-26-80-0030	Grounding rod, copper clad, 8' long, 1/2" diameter "Generator Connect / Disconnect"	Ea.	1.0000	$162.00	$162.00	RSM20FAC M, L, O&P	P
43	26-05-26-80-0230	Grounding clamp, bronze, 1/2" diameter "Generator Connect / Disconnect"	Ea.	1.0000	$29.50	$29.50	RSM20FAC M, L, O&P	P
44	26-05-26-80-0360	Ground wire, copper wire, bare solid, #6 "Generator Connect / Disconnect" 20/100 = 0.20	C.L.F.	0.2000	$119.00	$23.80	RSM20FAC M, L, O&P	P
45	26-05-29-20-4120	Channel, steel, 14 gauge, 1-5/8" x 1-5/8" "Lights"	L.F.	10.0000	$16.95	$169.50	RSM20FAC M, L, O&P	P
46	26-05-29-20-4120	Channel, steel, 14 gauge, 1-5/8" x 1-5/8" "Battery Charger / Crank Heater"	L.F.	10.0000	$16.95	$169.50	RSM20FAC M, L, O&P	P
47	26-05-29-20-4120	Channel, steel, 14 gauge, 1-5/8" x 1-5/8" "Control Conduit"	L.F.	10.0000	$16.95	$169.50	RSM20FAC M, L, O&P	P
48	26-05-29-20-4150	Channel, steel, 12 gauge, 1-5/8" x 1-5/8" "Feeders"	L.F.	40.0000	$22.50	$900.00	RSM20FAC M, L, O&P	P
49	26-05-29-20-6050	Strap, steel channel, rigid conduit, 3/4" diameter "Battery Charger / Crank Heater"	Ea.	12.0000	$3.10	$37.20	RSM20FAC M, L, O&P	P
50	26-05-29-20-6050	Strap, steel channel, rigid conduit, 3/4" diameter "Control Conduit"	Ea.	12.0000	$3.10	$37.20	RSM20FAC M, L, O&P	P
51	26-05-29-20-6990	Strap, steel channel, EMT, 4" diameter "Feeders"	Ea.	30.0000	$11.40	$342.00	RSM20FAC M, L, O&P	P
52	26-05-33-13-7020	EMT to conduit adapters, (compression), 3/4" diameter, to 15' H "Lights"	Ea.	6.0000	$18.60	$111.60	RSM20FAC M, L, O&P	P
53	26-05-33-13-7020	EMT to conduit adapters, (compression), 3/4" diameter, to 15' H "Battery Charger / Crank Heater"	Ea.	2.0000	$18.60	$37.20	RSM20FAC M, L, O&P	P
54	26-05-33-13-7020	EMT to conduit adapters, (compression), 3/4" diameter, to 15' H "Control Conduit"	Ea.	2.0000	$18.60	$37.20	RSM20FAC M, L, O&P	P
55	26-05-33-13-8320	EMT 1 hole clips, 3/4" diameter, to 15' H "Lights"	Ea.	20.0000	$1.82	$36.40	RSM20FAC M, L, O&P	P

Preliminary Estimate, by line item

Estimator: Lester Renfrow — **Combined estimates...**

26 - Electrical

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
56	26-05-33-13-8710	EMT couplings, compression, steel, 3/4" diameter, to 15' H "Lights"	Ea.	10.0000	$12.85	$128.50	RSM20FAC M, L, O&P	P
57	26-05-33-13-8710	EMT couplings, compression, steel, 3/4" diameter, to 15' H "Battery Charger / Crank Heater"	Ea.	6.0000	$12.85	$77.10	RSM20FAC M, L, O&P	P
58	26-05-33-13-8710	EMT couplings, compression, steel, 3/4" diameter, to 15' H "Control Conduit"	Ea.	6.0000	$12.85	$77.10	RSM20FAC M, L, O&P	P
X 59	26-05-33-13-9190	PVC conduit, schedule 40, 4" diameter, to 10' H, incl terminations, fittings, & support	L.F.	160.0000	$23.00	$3,680.00	RSM20FAC M, L, O&P	P
60	26-05-33-13-9265	PVC conduit elbows, 4" diameter, to 15' H	Ea.	12.0000	$99.50	$1,194.00	RSM20FAC M, L, O&P	P
61	26-05-33-13-9330	PVC conduit couplings, 4" diameter, to 15' H	Ea.	24.0000	$77.50	$1,860.00	RSM20FAC M, L, O&P	P
62	26-05-33-13-9550	PVC adapters, 4" diameter, to 15' H	Ea.	8.0000	$74.00	$592.00	RSM20FAC M, L, O&P	P
63	26-05-33-14-0220	Electric metallic tubing, 3/4" diameter, to 10' high, includes 11 couplings per 100' "Lights"	L.F.	100.0000	$3.95	$395.00	RSM20FAC M, L, O&P	P
64	26-05-33-14-0220	Electric metallic tubing, 3/4" diameter, to 10' high, includes 11 couplings per 100' "Battery Charger / Crank Heater"	L.F.	60.0000	$3.95	$237.00	RSM20FAC M, L, O&P	P
65	26-05-33-14-0220	Electric metallic tubing, 3/4" diameter, to 10' high, includes 11 couplings per 100' "Control Conduit"	L.F.	60.0000	$3.95	$237.00	RSM20FAC M, L, O&P	P
66	26-05-33-16-1550	Outlet boxes, cast, weatherproof switch cover, 1 gang "Lights"	Ea.	1.0000	$18.25	$18.25	RSM20FAC M, L, O&P	P
67	26-05-33-17-1410	Outlet boxes, PVC, FSS, 1 gang, 3/4" hub "Lights"	Ea.	1.0000	$66.50	$66.50	RSM20FAC M, L, O&P	P
68	26-05-33-35-1090	Flexible metallic conduit, sealtite, 3/4" diameter "Lights"	L.F.	5.0000	$9.20	$46.00	RSM20FAC M, L, O&P	P
69	26-05-33-35-1090	Flexible metallic conduit, sealtite, 3/4" diameter "Battery Charger / Crank Heater"	L.F.	5.0000	$9.20	$46.00	RSM20FAC M, L, O&P	P
70	26-05-33-35-1090	Flexible metallic conduit, sealtite, 3/4" diameter "Control Conduit"	L.F.	5.0000	$9.20	$46.00	RSM20FAC M, L, O&P	P
X 71	26-05-33-35-1440	Flexible metallic conduit, sealtite, 4" diameter "Feeders"	L.F.	20.0000	$72.50	$1,450.00	RSM20FAC M, L, O&P	P
72	26-05-33-35-1700	Flexible metallic conduit, sealtite, connectors, plain, 3/4" diameter	Ea.	1.0000	$19.85	$19.85	RSM20FAC M, L, O&P	P

26 - Electrical

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
		"Lights"						
73	26-05-33-35-1700	Flexible metallic conduit, sealtite, connectors, plain, 3/4" diameter "Battery Charger / Crank Heater"	Ea.	1.0000	$19.85	$19.85	RSM20FAC M, L, O&P	P
74	26-05-33-35-1700	Flexible metallic conduit, sealtite, connectors, plain, 3/4" diameter "Control Conduit"	Ea.	1.0000	$19.85	$19.85	RSM20FAC M, L, O&P	P
75	26-05-33-35-2240	Flexible metallic conduit, sealtite, connectors, insulated, 4" diameter "Feeders"	Ea.	8.0000	$310.00	$2,480.00	RSM20FAC M, L, O&P	P
76	26-05-33-35-2400	Flexible metallic conduit, sealtite, connectors, plain, 90 Deg., 3/4" diameter "Lights"	Ea.	1.0000	$23.00	$23.00	RSM20FAC M, L, O&P	P
77	26-05-33-35-2400	Flexible metallic conduit, sealtite, connectors, plain, 90 Deg., 3/4" diameter "Battery Charger / Crank Heater"	Ea.	1.0000	$23.00	$23.00	RSM20FAC M, L, O&P	P
78	26-05-33-35-2400	Flexible metallic conduit, sealtite, connectors, plain, 90 Deg., 3/4" diameter "Control Conduit"	Ea.	1.0000	$23.00	$23.00	RSM20FAC M, L, O&P	P
79	26-24-16-20-2004	Circuit breakers, 120/240 volt, plug-in, 1 pole with NM cable, 20 amp "Lights"	Ea.	1.0000	$129.00	$129.00	RSM20FAC M, L, O&P	P
80	26-24-16-20-2004	Circuit breakers, 120/240 volt, plug-in, 1 pole with NM cable, 20 amp "Battery Charger / Crank Heater"	Ea.	2.0000	$129.00	$258.00	RSM20FAC M, L, O&P	P
81	26-27-26-20-1500	Toggle switch, quiet type, 1 pole, momentary contact, 20 amp "Lights"	Ea.	1.0000	$73.50	$73.50	RSM20FAC M, L, O&P	P
82	26-27-26-20-3170	Switch cover, weatherproof, 1 gang "Lights"	Ea.	1.0000	$18.40	$18.40	RSM20FAC M, L, O&P	P
83	26-56-23-10-0200	Incandescent fixture, exterior, wall mounted, 100 watt, incl lamps "Lights"	Ea.	3.0000	$151.00	$453.00	RSM20FAC M, L, O&P	P
		26 - Electrical Total						**$28,836.50**
Alternate								
84	03-30-53-40-5020	Structural concrete, in place, slab on grade (3000 psi), 8" thick, includes concrete (Portland cement Type I), placing and broom finish, excludes forms and reinforcing "Equipment Pad"-- concrete 26*8*1.15 = 239.20	S.F.	239.2000	$3.76	$899.39	CUSTOM M, E, O&P	P
85	26-05-19-90-2800	Wire, copper, stranded, 600 volt, 500 kcmil, type THWN-THHN, normal installation conditions in wireway, conduit, cable tray	C.L.F.	8.0000	$472.50	$3,780.00	CUSTOM L, O&P	P

Preliminary Estimate, by line item

Estimator: Lester Renfrow — **Combined estimates...**

Alternate Item	Description	UM	Quantity	Unit Cost	Total	Book
	"Feeders"--reuse wire Labor only 800/100 = 8.00					
	Alternate Total					$4,679.39
		Estimate Grand Total				53,315.49

FIRST CONTRACT RENEWAL

PARTICIPATING ENTITY SERVICES AGREEMENT FOR THE STATEWIDE AUTOMATED VICTIM NOTIFICATION SERVICE (SAVNS)

Contract No. 20202144900-412-01

WHEREAS, the Office of the Attorney General (OAG) is the Texas State agency tasked with certifying a statewide vendor to provide a Statewide Automated Victim Notification Service (SAVNS) to a variety of political subdivisions of the State of Texas, including counties, county Sheriffs, clerks and attorneys, district attorneys, and courts ("Participating Entities");

WHEREAS OAG certified and contracted with **Appriss Inc. ("Vendor")** as the statewide vendor to provide SAVNS to each of the Participating Entities ("OAG Certification Agreement");

WHEREAS Jefferson County, TX ("Named Entity") as a Participating Entity and VENDOR executed a Participating Services Agreement identified as Contract No. 20192044900-412-01 under which VENDOR would provide SAVNS to Named Entity (the "Contract");

WHEREAS SECTION 1 of the Contract permitted the Named Entity to, in its sole and absolute discretion, renew the Contract, for four (4) additional one (1) year renewal terms (each a "Renewal Term") to the extent the OAG Certification Agreement, remains in effect;

WHEREAS the OAG exercised its option to renew the OAG Certification Agreement, extending the term thereof to August 31, 2022;

NOW, THEREFORE, THIS **FIRST CONTRACT RENEWAL** is exercised by Named Entity as follows:

The Contract is set to terminate on August 31, 2020. The Contract is hereby renewed, with this First Contract Renewal Term ("First Renewal Term") to begin on September 1, 2020 and end of August 31, 2021. Pursuant to Section 1 of the Contract, this First Renewal Term and any subsequent renewals, shall be subject to all specifications and terms and conditions of the Contract, the OAG Certification Agreement, and the Incorporated Documents as defined in Section 2 therein.

Named Entity by:

Signature	*Date* 9/1/20
Jeff Branick	County Judge
Name	*Title*

Acknowledged by Appriss Inc.

Signature	*Date* 8/17/2020
Joshua P. Bruner	EVP Operations, GM Victim Services & Programs
Name	*Title*

RE: FY 2021 SAVNS Grant Contract

Contract Number: 2111318

Grantee: Jefferson County

Amount: $30,122.51

Executed: 9/2/2020 | 12:54 PM CDT

Term: September 1, 2020 – August 31, 2021

Budget Coding:

ORG	PCA	Agy Obj
966	10352	5137

SAVNS MAINTENANCE GRANT CONTRACT

OAG Contract No. 2111318

This grant contract ("Grant Contract") is executed between the Office of the Attorney General (OAG) and Jefferson County (GRANTEE) for certain grant funds. The OAG and GRANTEE may be referred to in this Grant Contract individually as "Party" or collectively as "Parties."

SECTION 1. PURPOSE OF THE CONTRACT

The purpose of the OAG Statewide Automated Victim Notification Service (SAVNS) grant program is to assist Texas counties and other entities in maintaining a statewide system that will provide relevant offender release information, notification of relevant court settings or events to crime victims and other interested individuals, promote public safety, and support the rights of victims of crime. To ensure a standard statewide service to a variety of political subdivisions of the State of Texas, including counties, county Sheriffs, clerks and attorneys, district attorneys, and courts ("Participating Entities"), including GRANTEE, the OAG makes grant funds available for eligible expenses related to SAVNS services delivered to GRANTEE by the vendor certified by the OAG.

The OAG published a Request for Offer (RFO) for Statewide Automated Victim Services May 11, 2019. After an evaluation of offers, the OAG identified, certified, and entered into a contract with a single vendor to provide statewide automated victim notification services ("SAVNS Services"). The initial term of the OAG Vendor Certification and Service Agreement ("OAG Certification Agreement") is/was from September 1, 2019 to August 31, 2020 ("Initial Term"). On June 25, 2020, OAG exercised its right to renew the OAG Certification Agreement with the renewal term to begin on September 1, 2020 and end on August 31, 2022 ("First Renewal Term"). The vendor certified to provide the services is Appriss, Inc., ("Certified Vendor"), a Kentucky corporation authorized to do business in Texas.

SECTION 2. TERM OF THE CONTRACT

This Grant Contract shall begin on September 1, 2020 and shall terminate August 31, 2021, unless it is terminated earlier in accordance with another provision of this Grant Contract.

SECTION 3. GRANTEE'S CONTRACTUAL SERVICES

3.1. Grantee Participating Entity Service Contract. GRANTEE shall execute a service agreement with the Certified Vendor to provide services consistent with, and subject to the limitations contained in, the OAG Certification Agreement and documents incorporated therein.

Specifically, the Participating Entity Service Contract attached hereto as Exhibit B shall be used by GRANTEE in entering into a contractual relationship with the Certified Vendor. All grant funds provided under this Grant Contract shall be conditioned on the GRANTEE's use of the exemplar Participating Entity Service Contract, as attached hereto, and in addition to any requisite amendment, renewal, or extensions made or otherwise exercised by GRANTEE pursuant to Section 1 therein. GRANTEE further acknowledges and agrees that no changes or modifications may be made to the Participating Entity Service Contract or to any executed Participating Entity Service Contract between GRANTEE and the Certified Vendor, except as specifically authorized within this Grant Contract in Section 3.1.1 below, as otherwise separately authorized by the OAG in writing, or to accomplish an amendment, renewal, or extension made or otherwise exercised by GRANTEE pursuant to Section 1 therein. Notwithstanding the foregoing, GRANTEE is encouraged to negotiate and include additional terms and conditions individually tailored to meet the GRANTEE's unique needs related to the SAVNS program, only to the extent any such additional terms and conditions do not limit or otherwise conflict with the exemplar Participating Entity Service Contract as attached hereto as Exhibit B.

3.1.1 Authorized Modifications to the Participating Entity Service Agreement. GRANTEE is hereby authorized, without additional approval of the OAG, to include additional terms, conditions, or requirements related to the following sections of the Participating Entity Service Agreement as attached hereto as Exhibit B:

a. 6 Additional Services: GRANTEE may require, negotiate, and include additional terms or conditions relating to the mutual agreement, provision, and payment for Additional Services that do not otherwise modify, impact, or limit the services required under the exemplar Participating Entity Service Agreement;

b. Section 7.1 Performance Reports: GRANTEE may require reports relating to the performance standards and requirements of the SAVNS system under the exemplar Participating Entity Service Agreement;

c. Section 7.2 Performance Remedies: GRANTEE may require additional terms or conditions relating to the calculation and withholding mechanism for Certified Vendor's failure to meet its performance requirements the exemplar Participating Entity Service Agreement;

d. Sections 9.2(a) and 9.2(b)(iii) Standard of Care: GRANTEE may require Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;

e. Sections 9.3(b), 9.3(c). and 9.3(d) Information Security: GRANTEE may require Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;

f. Section 9.4(b)(iv) Security Breach Procedures: GRANTEE may require

Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;

g. Section 9.5 Oversight of Security Compliance: GRANTEE may require Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;

h. Section 10.4 Exclusions: GRANTEE may require Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;

i. Section 12.1 Limitation of Liability: The Certified Vendor may request a limitation of liability to be included. It is incumbent on the GRANTEE to determine if the proposed limitation is sufficient, permissible under applicable state and local law, and whether or not to include and incorporate such limitation into the Participating Entity Service Agreement;

j. Section 12.2 Indemnification: GRANTEE may require, negotiate, and include additional or alternative indemnification provisions, to the extent such provisions are permissible under applicable state and local law, either in addition to or in lieu of those included within the Participating Entity Service Agreement; and

k. Section 14.5 Dispute Resolution: GRANTEE may require specific dispute resolution provisions compliant with its local laws, regulations, and other policies applicable to the GRANTEE.

3.1.2 Executed Copy of Financial Participating Entity Service Contract Required. GRANTEE is hereby placed on immediate financial hold, consistent with Section 9.2 of this Grant Contract, and will remain on financial hold until OAG receives an executed copy of the Participating Service Contract along with any requisite amendment, renewal, or extensions made or otherwise exercised by GRANTEE pursuant to Section 1 therein in accordance with and as required by this section. To the extent the executed Participating Entity Service Contract includes any additional terms or conditions that limit or otherwise conflict with the exemplar Participating Entity Service Contract as attached here as Exhibit B, the GRANTEE will continue to remain on financial hold until GRANTEE provides OAG an executed Participating Service Contract in accordance with and as required by this section and consistent with the exemplar Participating Entity Service Contract as attached here as Exhibit B.

3.2 Grantee Maintenance Plan. GRANTEE agrees to establish and follow a "Maintenance Plan." The Maintenance Plan, at a minimum, will be designed to accomplish the following: make

available offender information that is timely, accurate, and relevant to support the SAVNS Services; verify the Certified Vendor's performance according to the Participating Entity Service Contract; satisfactorily discharge GRANTEE's obligations as described in the Participating Entity Service Contract; and identify and dedicate GRANTEE staff, resources, and equipment necessary to maintain the SAVNS services in the Participating Entity Service Contract.

3.3 GRANTEE Service Levels. In addition to other service levels that the GRANTEE may impose, GRANTEE will inspect, monitor, and verify the performances required of the Certified Vendor as provided in the Participating Entity Service Contract as well as this Grant Contract. GRANTEE will execute a Participating Entity Service Contract with the Certified Vendor for the term of this Grant Contract. GRANTEE will verify that input data (the jail and court data elements used by the SAVNS system) is entered accurately and on a timely basis.

GRANTEE will allow on-site monitoring visits to be conducted by OAG or its authorized representative.

3.4 Cooperation with Statewide Stakeholders. GRANTEE will reasonably cooperate with and participate in Statewide Stakeholder meetings and efforts to monitor and improve the SAVNS services on a statewide basis. GRANTEE may reasonably agree to designate third-parties to assist the OAG, GRANTEE, and the other Statewide Stakeholders in the overall monitoring, inspection, and verification of the Certified Vendor's performances.

3.5 E-Vine Upgrade and Cooperation for Implementation. As part of the contract award and certification by the OAG, the Certified Vendor will begin transitioning to a new system to deliver the SAVNS services known as "E-Vine" with an expected completion by early FY 2023. E-Vine will provide the GRANTEE enhanced functionality and services such as a Service Provider Directory, an Offender Watch List, a Contact List, a quick escape button and Interactive Voice Response Technology. To facilitate this transition, funds for the E-VINE upgrade costs have been added to this Grant Contract. The Certified Vendor will perform work on the transition to E-Vine throughout the next three years and will bill E-Vine costs on a quarterly basis and in addition to the regular SAVNS maintenance fees. The OAG will advise GRANTEE of any associated transition activities as needed and GRANTEE shall reasonably cooperate with the Certified Vendor in these transition activities.

3.6 Scope of Services. For the purpose of this Grant Contract, the requirements, duties, and obligations contained in Section 3 of this Grant Contract are collectively referred to as the "Scope of Services." As a condition of reimbursement, GRANTEE agrees to faithfully, timely, and in a good and workman-like manner implement and maintain the services in compliance with the Scope of Services. GRANTEE shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of its SAVNS program.

3.7 Special Conditions. The OAG may, at its sole discretion, impose additional requirements not specifically provided for in this Contract based on a need for information, ("Special Conditions") on GRANTEE, without notice and without amending this Grant Contract. The

imposition of any Special Conditions places GRANTEE on immediate financial hold, consistent with section 9.2, without further notice, until all Special Conditions are satisfied.

SECTION 4. GRANTEE'S OBLIGATIONS AND REQUIRED REPORTS

4.1 General Matters

4.1.1 Required Reports; Form of Reports; Filings with the OAG. GRANTEE shall forward to the OAG all applicable reports on forms as specified by the OAG. GRANTEE shall ensure that it files each document or form required by the OAG in an accurate and timely manner. Unless filing dates are given herein, all other reports and other documents that GRANTEE is required to forward to the OAG shall be promptly forwarded. From time to time, the OAG may require additional information from GRANTEE.

4.1.2 Cooperation; Additional Information. GRANTEE shall cooperate fully with the OAG. In addition to the information contained in the required reports, other information may be required as requested by the OAG.

4.1.3 Notification of Changes in Organization, Changes in Authorized Official or Grant Contact. GRANTEE shall submit written notice to the OAG of any change in the following: GRANTEE's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business in Texas. Such notice shall be provided, when possible, in advance of such change, but in no event later than ten (10) business days after the effective date of such change. A change in GRANTEE's name requires an amendment to the contract.

To change an Authorized Official, GRANTEE must submit a written request on GRANTEE's letterhead, with an original signature of someone with actual authority to act on behalf of GRANTEE. To change the grant contact, GRANTEE must submit a written request on GRANTEE's letterhead signed by an Authorized Official.

4.1.4 Standards for Financial and Programmatic Management. GRANTEE and its governing body shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization including financial and programmatic policies and procedures.

Such fiscal and programmatic management shall include but is not limited to the following: accountability for all funds and materials received from the OAG; compliance with OAG rules, policies and procedures, and applicable federal and state laws and other applicable requirements; and correction of fiscal and program deficiencies identified through self-evaluation and/or the OAG's monitoring processes. Ignorance of any contract provisions or other requirements referenced in this Grant Contract shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.

GRANTEE shall develop, implement, and maintain appropriate financial management and control systems. The systems must include budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs; accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; allocation of costs; and timely and appropriate audits and resolution of any findings and applicable annual financial statements, including statements of financial position, activities, and cash flows, prepared on an accrual basis in accordance with Generally Accepted Accounting Principles or other recognized accounting principle.

4.1.5 Security and Confidentiality of Records. GRANTEE shall establish a method to secure the confidentiality of records required to be kept confidential by applicable federal or state law, rules or regulations. This provision shall not be construed as limiting the OAG's access to such records and other information.

4.1.6 Public Information Act. GRANTEE acknowledges that information, documents, and communications created or exchanged in the provision of services required by this Grant Contract may be subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code, and may be subject to required disclosure in a publicly accessible format at no charge to the State, pursuant to Section 2252.907 of the Texas Government Code.

4.2 Programmatic Reports

4.2.1 Service Reports. GRANTEE shall submit service delivery reports, programmatic performance reports and other reports to the extent requested by OAG, in a format and on a timely basis, as established by the OAG. GRANTEE will submit other reports as requested by the OAG.

4.2.2 Written Explanation of Variance. GRANTEE shall provide a written explanation to the OAG on a quarterly basis to the extent that the performance of the SAVNS system, the Certified Vendor, or the GRANTEE varies from the projected performance thereof as provided in the Maintenance Plan required by Section 3.2 hereunder. In addition to the written explanation, GRANTEE shall promptly answer any questions from the OAG, whether in writing or otherwise, in connection with the quarterly and annual reports presented to the OAG.

4.2.3 Other Program Reports. GRANTEE shall cooperate fully in any social studies, fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by GRANTEE, which may be conducted by the OAG or its designees.

GRANTEE shall submit service delivery reports required by the contract or self-evaluations of performance and other reports requested by the OAG in appropriate format and on a timely basis and make available at reasonable times and for reasonable periods client records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by the OAG or its designees.

4.2.4 "Problem Log." GRANTEE shall establish a "Problem Log" that records all problems noted with the SAVNS system, including, but not limited to, system down time, system outages, and equipment failure. The Problem Log will provide when the problem was identified, to whom the problem was referred, steps taken to resolve the problem, and when the problem was resolved. GRANTEE shall provide OAG with any and all Problem Logs at OAG's request.

4.3 Financial Matters

4.3.1 Annual Budgets. With regard to the use of funds pursuant to this Grant Contract, GRANTEE will immediately review the budget for the fiscal year and the allowable expenditures, as shown on Exhibit A.

4.3.2 Quarterly Requests for Reimbursement. OAG grant funds will be paid on a cost-reimbursement basis no more frequently than quarterly pursuant to the process below. The OAG shall only reimburse actual and allowable allocable costs incurred and paid by GRANTEE during the term of this contract. The OAG is not obligated to reimburse expenses that were incurred prior to the commencement or after the termination or expiration of this contract. Any payments made by the OAG shall not exceed the actual and allowable allocable costs of GRANTEE to obtain services from the Certified Vendor for services within the "scope of services" of this contract. GRANTEE will submit to the OAG requests for reimbursement for the actual and allowable allocable costs incurred by GRANTEE to obtain services from the Certified Vendor for services within the "scope of services" of this Grant Contract. GRANTEE is responsible for submitting its invoices to the OAG in an accurate and timely manner. The requests for reimbursement must be accompanied by supporting documentation as required by the OAG. The OAG may from time to time require different or additional supporting documentation.

a. GRANTEE shall submit a request for reimbursement to the OAG for the prior quarter by the fifth (5th) of the next month following the end of each quarter. The four quarters for each fiscal year covered by the term of this Grant Contract end respectively on November 30, February 28, May 31, and August 31.

b. GRANTEE shall include a verification with its request for reimbursement stating that the GRANTEE received the services from the Certified Vendor during the preceding quarter and incurred the actual and allowable allocable costs for which GRANTEE seeks reimbursement.

c. If GRANTEE does not submit the required request for reimbursement and verification to the OAG within forty-five (45) days of the next month following the end of any quarter, the OAG will determine what steps will be taken next, including placing the grant contract on financial hold or terminating the grant contract. If an OAG grant contract is placed on financial hold or terminated, the GRANTEE remains responsible for any contractual obligation it has with Certified Vendor. The OAG will not be responsible for collection efforts on behalf of the Certified Vendor.

4.3.3 Limited Pre-Reimbursement Funding to GRANTEE. Notwithstanding Section 4.3.2 above, the OAG, may, at its sole discretion, provide limited pre-reimbursement funding for

reimbursable expenses to GRANTEE. This limited funding is not preferred and may be allowed upon submission of the following written documentation supporting the request:
a. A fully executed Participating Entity Services Agreement with the Certified Vendor for the time period covered by this Grant Contract;
b. An invoice from the Certified Vendor which includes the dates covered under this Grant Contract;
c. A completed OAG form "Verification of Continuing Production Record" which shall be provided by the OAG upon request;
d. An invoice to the OAG that complies with the requirements of the OAG; and
e. A written justification, signed by the Authorized Official or the Authorized Official's designee, explaining the need for pre-reimbursement funding.

4.3.3 Fiscal Year End Required Reports. GRANTEE shall submit fiscal year-end required reports that shall be received by the OAG on or before October 15 of each year covered by the term of this Grant Contract. The year-end reports shall include the following:

a. **Record of Reimbursement.** GRANTEE will submit a reconciled record of its expenses for the prior fiscal year.

b. **Equipment Inventory Report.** GRANTEE will submit an Equipment Inventory Report which provides a record of the current inventory of items purchased, disposed of, replaced or transferred for any equipment that was purchased with grant funds.

4.3.4 Annual Independent Financial Audit Report. GRANTEE shall timely submit to the OAG a copy of its annual independent financial audit. The timely submission to the OAG is on or before nine (9) months after the end of GRANTEE's accounting year. GRANTEE will contract with an independent CPA firm to perform an annual financial audit engagement. If applicable, GRANTEE's independent CPA firm will determine the type of annual financial audit, which may include a compliance attestation in accordance with the requirements of 2 CFR Part 200 titled Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and/or Texas Single Audit Circular (Single Audit or non-Single Audit financial audit). If applicable, GRANTEE will provide the OAG with any and all annual independent financial audits or audited financial statements, related management letters, and management responses of GRANTEE.

4.3.5 Close Out Invoice GRANTEE shall submit a final invoice not later than forty-five (45) days after the earlier of (1) the termination of this Grant Contract; or (2) the end of each state fiscal year covered by the term of this Grant Contract.

4.3.6 Refunds and Deductions. If the OAG determines that an overpayment of grant funds under this Grant Contract has occurred, such as payments made inadvertently, pre-reimbursement payments that were not expended, or payments made but later determined not to be actual and allowable allocable costs, the OAG may seek a refund from GRANTEE and/or the Certified Vendor. The OAG, in its sole discretion, may offset and deduct the amount of the overpayment

from any amount owed as a reimbursement under this Grant Contract, or may choose to require a payment directly from GRANTEE and/or the Certified Vendor rather than offset and deduct any amount. GRANTEE and/or the Certified Vendor shall promptly refund any overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OAG unless an alternate payment plan is specified by the OAG.

4.3.7 Purchase of Equipment; Maintenance and Repair; Title upon Termination. GRANTEE shall not give any security interest, lien or otherwise encumber any item of equipment purchased with contract funds. GRANTEE shall permanently identify all equipment purchased under this Grant Contract by appropriate tags or labels affixed to the equipment. GRANTEE shall maintain a current inventory of all equipment, which shall be available to the OAG at all times upon request; however, as between the OAG and GRANTEE title for equipment will remain with GRANTEE.

GRANTEE will maintain, repair, and protect all equipment purchased in whole or in part with grant funds under this Grant Contract so as to ensure the full availability and usefulness of such equipment. In the event GRANTEE is indemnified, reimbursed, or otherwise compensated for any loss or destruction of, or damage to, the equipment purchased under this Grant Contract, it shall use the proceeds to repair or replace said equipment.

4.3.8 Direct Deposit. GRANTEE may make a written request to the OAG to be placed on Direct Deposit status by completing and submitting to the OAG the State Comptroller's Direct Deposit Authorization Form. After the direct deposit request is approved by the OAG and the setup is completed on the Texas Identification Number System by the State Comptroller's Office, payment will be remitted by direct deposit and the OAG will discontinue providing GRANTEE with copies of reimbursement vouchers.

4.3.10 Debts and Delinquencies. GRANTEE agrees that any payments due under the grant contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

SECTION 5. OBLIGATIONS OF OAG

5.1 Monitoring. The OAG is responsible for monitoring GRANTEE to ensure the effective and efficient use of grant funds to accomplish the purposes of this Grant Contract.

5.2 Maximum Liability of OAG. The maximum liability of the OAG is contained in the attached Exhibit A. Any change to the maximum liability is void unless supported by a written amendment to this Grant Contract executed between OAG and GRANTEE.

5.3 Payment of Authorized Costs. In accordance with the terms of this Grant Contract, the OAG will pay costs as explicitly authorized pursuant to this Grant Contract. The OAG is not obligated to pay unauthorized costs.

5.4 Contract Not Entitlement or Right. Reimbursement with contract funds is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all terms, conditions and provisions of this Grant Contract. The OAG and GRANTEE agree that any act, action or representation by either party, their agents or employees that purports to increase the maximum liability of the OAG is void, unless a written amendment to this Grant Contract is first executed. GRANTEE agrees that nothing in this Grant Contract will be interpreted to create an obligation or liability of the OAG in excess of the funds delineated in this Grant Contract.

5.5 Funding Limitation. GRANTEE agrees that funding for this Grant Contract is subject to the actual receipt by the OAG of grant funds (state and/or federal) appropriated to the OAG. GRANTEE agrees that the grant funds, if any, received from the OAG are limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the OAG for the purpose of this Grant Contract. **GRANTEE agrees that notwithstanding any other provision of this Grant Contract, if the OAG is not appropriated the funds, or if the OAG does not receive the appropriated funds for this grant program, or if the funds appropriated to the OAG for this grant program are required to be reallocated to fund other state programs or purposes, the OAG is not liable to pay the GRANTEE any remaining balance on this Grant Contract.**

SECTION 6. TERMINATION

6.1 Termination for Convenience. Either Party may, at its sole discretion, terminate this Grant Contract, without recourse, liability or penalty, upon providing written notice to the other Party thirty (30) calendar days before the effective date of such termination.

6.2 Termination for Cause. In the event that GRANTEE fails to perform or comply with an obligation of the terms, conditions and provisions of this Grant Contract, the OAG may, upon written notice of the breach to GRANTEE, immediately terminate all or any part of this Grant Contract.

6.3 Termination Not Exclusive Remedy; Survival of Terms and Conditions. Termination is not an exclusive remedy but will be in addition to any other rights and remedies provided in equity, by law, or under this Grant Contract.

Termination of this Grant Contract for any reason or expiration of this Grant Contract shall not release the Parties from any liability or obligation set forth in this Grant Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination. The following terms and conditions, (in addition to any others that could reasonably be interpreted to survive but are not specifically identified), survive the termination or expiration of this Grant Contract: Sections 4, 5, 7, 11, and 12.

6.4 Refunds to OAG by GRANTEE. If the GRANTEE terminates for convenience under Section 6.1, or if the OAG terminates under Sections 6.1 or 6.2 before the purpose of this Grant

Contract is accomplished, then the OAG may require the GRANTEE and/or the Certified Vendor to refund all or some of the grant funds paid under this Grant Contract. Such funds include those funds representing the number of months of SAVNS services that were previously invoiced and paid by the OAG under this Grant Contract.

6.5 Notices to Certified Vendor. Any termination of this Grant Contract will also be forwarded by the terminating party to the Certified Vendor.

SECTION 7. AUDIT RIGHTS; RECORDS RETENTION

7.1 Duty to Maintain Records. GRANTEE shall maintain adequate records that enable the OAG to verify all reporting measures and requests for reimbursements related to this Grant Contract. GRANTEE also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, the State Auditor's Office or other auditors of the State of Texas, the federal government, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this Grant Contract.

7.2 Records Retention. GRANTEE shall maintain and retain all records as are necessary to fully disclose the extent of services provided under this Grant Contract for a period of seven (7) years after the later of (a) the submission of the last expenditure report required under this Grant Contract, or (b) the full and final resolution of all issues that arise from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving this Grant Contract. The records include, but may not be limited to, the contract, any contract solicitation documents, any daily activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered.

7.3 Audit Trails. GRANTEE shall maintain appropriate audit trails to provide accountability for all reporting measures and requests for reimbursement. Audit trails maintained by GRANTEE will, at a minimum, identify the supporting documentation prepared by GRANTEE to permit an audit of its systems. GRANTEE's automated systems, if any, must provide the means whereby authorized personnel have the ability to audit and verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information.

7.4 Access and Audit. At the request of the OAG, GRANTEE shall grant access to and make available all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this Grant Contract, compliance with applicable state or federal laws and regulations, and the operation and management of GRANTEE to the OAG or its designees for the purposes of inspecting, auditing, or copying such items. GRANTEE will direct any other entity, person, or contractor receiving funds directly under this Grant Contract or through a subcontract under this Grant Contract to likewise permit access to, inspection of, and reproduction of all books, records, and other relevant information of the entity, person, or contractor(s) that pertain to this Grant Contract. All records, books, documents, accounting

procedures, practices, and any other items, in whatever form, relevant to the performance of this Grant Contract, shall be subject to examination or audit. Whenever practical as determined at the sole discretion of the OAG, the OAG shall provide GRANTEE with up to five (5) business days' notice of any such examination or audit.

7.5 State Auditor. In addition to and without limitation on the other audit provisions of this Grant Contract, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office may conduct an audit or investigation of GRANTEE or any other entity or person receiving funds from the State directly under this Grant Contract or indirectly through a subcontract under this Grant Contract. The acceptance of funds by GRANTEE or any other entity or person directly under this Grant Contract or indirectly through a subcontract under this Grant Contract acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, GRANTEE or another entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. GRANTEE further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. GRANTEE shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through GRANTEE and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of GRANTEE related to this Grant Contract. GRANTEE also represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

7.6 Location. Any audit of records shall be conducted at GRANTEE's principal place of business and/or the location(s) of GRANTEE's operations during GRANTEE's normal business hours. GRANTEE shall provide to OAG or its designees, on GRANTEE's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) private space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities, and office-related equipment and duplicating services as OAG or its designees may reasonably require to perform the audits described in this Grant Contract.

SECTION 8. SUBMISSION OF INFORMATION TO THE OAG

The OAG will designate the proper methods for the delivery of information to the OAG by GRANTEE. The OAG generally requires submission of information via email or hard copy format. Some reporting requirements must occur via the internet and/or a web-based data collection method. Accordingly, all reports required under this contract including but not limited to semi-annual statistical reports, annual performance reports, financial status reports, requests for reimbursement, Annual Compiled Financial Statement Report, and any other reports, notices or information must be submitted in the manner directed by the OAG. The manner of delivery may

be subject to change during the term of the contract, in the sole discretion of the OAG.

SECTION 9. CORRECTIVE ACTION PLANS AND SANCTIONS

The Parties agree to make a good faith effort to identify, communicate, and resolve problems found by either the OAG or GRANTEE.

9.1 Corrective Action Plans. If the OAG finds deficiencies in GRANTEE's performance under this Grant Contract, the OAG, at its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase of monitoring visits; require additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce the contract amount; and/or terminate this Grant Contract. The foregoing are not exclusive remedies, and the OAG may impose other requirements that the OAG determines will be in the best interest of the State.

9.2 Financial Hold. Failure to comply with submission deadlines for required reports, invoices, or other requested information or otherwise failing to comply with the terms of this Grant Contract may result in the OAG, at its sole discretion, placing GRANTEE on immediate financial hold without further notice to GRANTEE and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If GRANTEE is placed on financial hold, the OAG, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the time GRANTEE was placed on financial hold.

9.3 Sanctions. In addition to financial hold, the OAG, at its sole discretion, may impose other sanctions without first requiring a corrective action plan. The OAG, at its sole discretion, may impose sanctions, including, but not limited to, withholding or suspending funding, offsetting previous reimbursements, requiring repayment, disallowing claims for reimbursement, reducing funding, terminating this Grant Contract and/or any other appropriate sanction.

9.4 No Waiver. Notwithstanding the imposition of corrective actions, financial hold, and/or sanctions, GRANTEE remains responsible for complying with the contract terms and conditions. Corrective action plans, financial hold, and/or sanctions do not excuse or operate as a waiver of prior failure to comply with this Grant Contract.

SECTION 10. GENERAL TERMS AND CONDITIONS

10.1 Federal and State Laws, Rules and Regulations, Directives, Guidelines, Code of Federal Regulations (CFR) and Other Relevant Authorities. GRANTEE agrees to comply with all applicable federal and state laws, rules and regulations, directives, guidelines, including 2 CFR Part 200, and any other authorities relevant to the performance of GRANTEE under this contract. In instances where multiple requirements apply to GRANTEE, the more restrictive requirement

applies.

10.2 Uniform Grant Management Act, UGMS and Applicable Standard Federal and State Certifications and Assurances. GRANTEE agrees to comply with applicable laws, executive orders, regulations and policies including Texas Government Code, Chapter 783, and the Uniform Grant Management Standards (UGMS), and any other applicable federal or state grant management standards or requirements. Further, GRANTEE agrees to comply with the applicable OAG Certifications and Assurances, which are incorporated herein by reference, including, but not limited to, the equal employment opportunity program certification, disclosure and certification regarding lobbying, non-procurement debarment certification, drug-free workplace certification, annual single audit certification, compliance with annual independent financial audit filing requirement, compliance with UGMS and the applicable 2 CFR Part 200, return of grant funds in the event of loss or misuse, and conflict of interest.

10.3 Generally Accepted Accounting Principles or Other Recognized Accounting Principles. GRANTEE shall adhere to Generally Accepted Accounting Principles promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by GRANTEE and agreed to by the OAG, in advance. GRANTEE shall follow OAG fiscal management policies and procedures in processing and submitting requests for reimbursement and maintaining financial records related to this Grant Contract.

10.4 Conflicts of Interest; Disclosure of Conflicts. GRANTEE has not given, or offered to give, nor does GRANTEE intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this Grant Contract or in connection with this Grant Contract, except as allowed under relevant state or federal law. GRANTEE will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of a personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without an actual, potential or apparent conflict of interest with respect to its performance under this Grant Contract. GRANTEE must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to its performance under this Grant Contract.

10.5 Does Not Boycott Israel. To the extent required by Texas Government Code Section 2271.002, GRANTEE represents and warrants, that neither GRANTEE, nor any subcontractor, assignee, or sub-recipient of GRANTEE, currently boycotts Israel, or will boycott Israel during the term of this Grant Contract. GRANTEE agrees to take all necessary steps to ensure this certification remains true for any future subcontractor or assignee. For purposes of this provision, "Boycott Israel" shall have the meaning assigned by Texas Government Code, Sec. 808.001(1).

10.6 Law Enforcement Funding. To the extent applicable, GRANTEE acknowledges that, under article IX, section 4.01 of the General Appropriations Act for the term covered by this Grant Contract, funds may only be expended under this Grant Contract if GRANTEE is in compliance with all rules developed by the Commission on Law Enforcement or if the Commission on Law

Enforcement has certified that GRANTEE is in the process of achieving compliance.

10.7 Restriction on Abortion Funding. GRANTEE acknowledges that, under article IX, section 6.25 of the General Appropriations Act for the term covered by this Grant Contract, and except as provided by that Act, funds may not be distributed under this Grant Contract to any individual or entity that: (1) performs an abortion procedure that is not reimbursable under the State's Medicaid program; (2) is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the State's Medicaid program; or (3) is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the State's Medicaid program.

SECTION 11. SPECIAL TERMS AND CONDITIONS

11.1 Independent Contractor Status; Indemnity and Hold Harmless Agreement. GRANTEE expressly agrees that it is an independent contractor. Under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of GRANTEE be considered a state employee, agent, servant, or partner of, or part of any joint venture or joint enterprise with, the OAG or the State of Texas. GRANTEE agrees to take such steps as may be necessary to ensure that each contractor of GRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, or partner of, or part of any joint venture or joint enterprise with the OAG or the State of Texas.

All persons furnished, used, retained, or hired by or on behalf of GRANTEE or any of GRANTEE's contractors shall be considered to be solely the employees or agents of GRANTEE or GRANTEE's contractors. GRANTEE or GRANTEE's contractors shall be responsible for ensuring that any and all appropriate payments are made, such as unemployment, workers compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law.

GRANTEE or contractors are responsible for all types of claims whatsoever due to actions or performance under this Grant Contract, including, but not limited to, the use of automobiles or other transportation by its owners, incorporators, officers, directors, employees, volunteers, or any third parties. GRANTEE shall defend, indemnify, and hold harmless OAG and the State of Texas, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from any and all liability, actions, claims, demands, or suits, and all related costs, attorneys fees, and expenses arising out of, or resulting from any acts or omissions of GRANTEE or its agents, employees, subcontractors, order fulfillers, or suppliers of subcontractors in the execution or performance of the Contract. In the event the State of Texas, the OAG, or any other State of Texas agency are named defendants in any lawsuit, the defense thereof shall be coordinated by GRANTEE with the OAG. GRANTEE may not agree to any settlement without first obtaining the concurrence from OAG. OAG and GRANTEE agree to furnish

timely written notice to each other of any such claim.

11.2 Publicity. GRANTEE shall not use the OAG's name or refer to the OAG directly or indirectly in any media release, public service announcement, or public service disclosure relating to this Grant Contract or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining written consent from the OAG. This section is not intended to and does not limit GRANTEE's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act.

11.3 Intellectual Property. GRANTEE understands and agrees that GRANTEE may copyright any original books, manuals, films, or other original material and intellectual property developed or produced out of funds obtained under this Grant Contract, subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and granted by GRANTEE to the OAG or, where applicable, the State of Texas, or if federal funds are expended, the United States Government. Grantee hereby grants the OAG an unrestricted, royalty-free, non-exclusive, and irrevocable license to use, copy, modify, reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), at no additional cost to the OAG, in any manner the OAG deems appropriate in the exercise of its sole discretion, any component of such intellectual property.

GRANTEE shall obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the GRANTEE's obligations to the OAG under this Grant Contract. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the OAG such rights, Grantee shall promptly bring such refusal to the attention of the OAG Program Manager for the contract and not proceed with the agreement in question without further authorization from the OAG.

11.4 Program Income. Gross income directly generated from the grant funds through a project or activity performed under this Grant Contract is considered program income. Unless otherwise required under the terms of this Grant Contract, any program income shall be used by GRANTEE to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. GRANTEE shall identify and report this income in accordance with the OAG's reporting instructions. GRANTEE shall expend program income during this Grant Contract term; program income not expended in this Grant Contract term shall be refunded to the OAG.

11.5 No Supplanting. GRANTEE shall not supplant or otherwise use funds from this Grant Contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this Grant Contract.

11.6 No Solicitation or Receipt of Funds on Behalf of OAG. It is expressly agreed that any solicitation for or receipt of funds of any type by GRANTEE is for the sole benefit of GRANTEE and is not a solicitation for or receipt of funds on behalf of the OAG or the Attorney General of the State of Texas.

11.7 No Subcontracting, Assignment, or Delegation Without Prior Written Approval of OAG. GRANTEE may not subcontract, assign any of its rights, or delegate any of its duties under this contract without the prior written approval of the OAG. OAG shall maintain the complete and sole discretion to approve or deny any request to subcontract, assign any right, or delegate any duty under this contract, and the OAG may withhold its approval for any reason or no reason. In the event OAG approves subcontracting, assignment, or delegation by GRANTEE, GRANTEE will ensure that its contracts with others shall require compliance with the provisions of this Contract. GRANTEE, in subcontracting for any performances specified herein, expressly understands and agrees that it is not relieved of its responsibilities for ensuring that all performance is in compliance with this contract and that the OAG shall not be liable in any manner to GRANTEE's subcontractor(s). GRANTEE represents and warrants that it will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

11.8 No Grants to Certain Organizations. GRANTEE confirms by executing this Grant Contract that it does not make contributions to campaigns for elective office or endorse candidates.

11.9 No Waiver of Sovereign Immunity. The Parties agree that no provision of this Grant Contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.

11.10 Governing Law; Venue. This Grant Contract is made and entered into in the State of Texas. This Grant Contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

Except where state law establishes mandatory venue, GRANTEE agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this Grant Contract shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District, Austin Division, and to the extent allowed by law, hereby irrevocably and unconditionally consents to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. GRANTEE hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that GRANTEE is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

11.11 U.S. Department of Homeland Security's E-Verify System. GRANTEE will ensure that it utilizes the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of any new employee hired after the effective date of this agreement who will be working on any matter covered by this agreement.

11.12 No Use of Grant Money for Lobbying. GRANTEE shall not use any grant funds provided by OAG to GRANTEE to influence the passage or defeat of any legislative measure or election of any candidate for public office.

11.13 Texas Public Information Act. Information, documentation, and other material in connection with this Grant Contract or the underlying grant may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, GRANTEE is required to make any information created or exchanged with OAG, the State of Texas, or any state agency pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to OAG, the State of Texas, or any state agency.

11.14 Dispute Resolution Process. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used to resolve any dispute arising under this Contract including specifically any alleged breach of the Contract by OAG.

SECTION 12. CONSTRUCTION OF CONTRACT AND AMENDMENTS

12.1 Construction of Contract. The provisions of Section 1 are intended to be a general introduction to this Grant Contract. To the extent the terms and conditions of this Grant Contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this Grant Contract.

12.2 Entire Agreement, including All Exhibits. This Grant Contract, including all exhibits, reflects the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings or agreements between the Parties related to such subject matter. By executing this Grant Contract, GRANTEE agrees to strictly comply with the requirements and obligations of this Grant Contract, including all exhibits.

12.3 Amendment. This Grant Contract shall not be modified or amended except in writing, signed by both parties. Any properly executed amendment of this Grant Contract shall be binding upon the Parties and presumed to be supported by adequate consideration.

12.4 Partial Invalidity. If any term or provision of this Grant Contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The illegal or invalid provision shall be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.

12.5 Non-waiver. The failure of any Party to insist upon strict performance of any of the terms

or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Grant Contract shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this Grant Contract.

12.6 Official Capacity. The Parties stipulate and agree that the signatories hereto are signing, executing and performing this Grant Contract only in their official capacity.

12.7 Signature Authority. The undersigned Parties represent and warrant that the individuals submitting this document are authorized to sign such documents on behalf of the respective parties.

IN WITNESS HEREOF, THE PARTIES HAVE SIGNED AND EXECUTED THIS CONTRACT IN MULTIPLE COUNTERPARTS.

OFFICE OF THE ATTORNEY GENERAL

DocuSigned by:
Mark Penley
35E304E4340143D...

Printed Name: Mark Penley
Office of the Attorney General

Jefferson County

DocuSigned by:
Jeff Branick
2B2C43CDC17E436...

Printed Name: Jeff Branick
Authorized Official

SAVNS MAINTENANCE GRANT CONTRACT

OAG Contract No. 2111318

EXHIBIT A

Population Size: Large

The total liability of the OAG for any type of liability directly or indirectly arising out of this Grant Contract and in consideration of GRANTEE'S full, satisfactory and timely performance of all its duties, responsibilities, obligations, liability, and for reimbursement by the OAG for expenses, if any, as set forth in this Grant Contract or arising out of any performance herein shall not exceed the following:

Annual Cost for Jail	Annual Cost for Courts	Annual E-Vine Upgrade Cost	MAXIMUM REIMBURSABLE COSTS
$24,478.16	$4,068.60	$1,575.75	$30,122.51

The annual costs listed above will be billed by the Vendor on a quarterly basis pursuant to the terms of Participating entity Service Agreement (Exhibit B). The OAG is not obligated to pay for services prior to the commencement or after the termination of this Grant Contract.

Exhibit B

FIRST CONTRACT RENEWAL

PARTICIPATING ENTITY SERVICES AGREEMENT FOR THE STATEWIDE AUTOMATED VICTIM NOTIFICATION SERVICE (SAVNS)

Contract No.

WHEREAS, the Office of the Attorney General (OAG) is the Texas State agency tasked with certifying a statewide vendor to provide a Statewide Automated Victim Notification Service (SAVNS) to a variety of political subdivisions of the State of Texas, including counties, county Sheriffs, clerks and attorneys, district attorneys, and courts ("Participating Entities");

WHEREAS OAG certified and contracted with **Appriss Inc. ("Vendor")** as the statewide vendor to provide SAVNS to each of the Participating Entities ("OAG Certification Agreement");

WHEREAS [NAMED ENTITY] as a Participating Entity and VENDOR executed a Participating Services Agreement identified as Contract No. [INSERT CONTRACT NUMBER] under which VENDOR would provide SAVNS to [NAMED ENTITY] (the "Contract");

WHEREAS SECTION 1 of the Contract permitted the [NAMED ENTITY] to, in its sole and absolute discretion, renew the Contract, for four (4) additional one (1) year renewal terms (each a "Renewal Term") to the extent the OAG Certification Agreement, remains in effect;

WHEREAS the OAG exercised its option to renew the OAG Certification Agreement, extending the term thereof to August 31, 2022;

NOW, THEREFORE, THIS **FIRST CONTRACT RENEWAL** is exercised by [NAMED ENTITY] as follows:

The Contract is set to terminate on August 31, 2020. The Contract is hereby renewed, with this First Contract Renewal Term ("First Renewal Term") to begin on September 1, 2020 and end of August 31, 2021. Pursuant to Section 1 of the Contract, this First Renewal Term and any subsequent renewals, shall be subject to all specifications and terms and conditions of the Contract, the OAG Certification Agreement, and the Incorporated Documents as defined in Section 2 therein.

[NAMED ENTITY] by:

Signature	*Date*
Name	*Title*

Acknowledged by Appriss, Inc.

Signature	*Date*
Name	*Title*

Exhibit

DocuSign SECURED

Certificate Of Completion

Envelope Id: 4B85D1B6D15D43A7ADD5890EC13359E1
Subject: Please DocuSign: FY 2021 SAVNS Grant Contract
Template ID:
Source Envelope:
Document Pages: 22
Certificate Pages: 7
AutoNav: Enabled
EnvelopeId Stamping: Disabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Signatures: 2
Initials: 0

Status: Completed

Envelope Originator:
Karly Watson
PO Box 12548
Austin, TX 78711-2548
Karly.Watson@oag.texas.gov
IP Address: 204.64.50.216

Record Tracking

Status: Original
8/19/2020 5:20:22 PM

Holder: Karly Watson
Karly.Watson@oag.texas.gov

Location: DocuSign

Signer Events	Signature	Timestamp
Jeff Branick fjackson@co.jefferson.tx.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 8/20/2020 10:04:05 AM ID: c15b1f1f-d2c3-4ec1-a5d2-e488d7bc9746	DocuSigned by: Jeff Branick 2B2C43CDC17E438... Signature Adoption: Pre-selected Style Using IP Address: 71.40.211.74	Sent: 8/19/2020 5:20:24 PM Viewed: 8/20/2020 10:04:05 AM Signed: 8/27/2020 7:42:50 AM
Melissa Foley Melissa.Foley@oag.texas.gov Deputy Chief, Contracts and Asset Management Division The Office of the Attorney General of Texas Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**Completed** Using IP Address: 204.64.50.212	Sent: 8/27/2020 7:42:54 AM Viewed: 8/28/2020 11:20:07 AM Signed: 8/28/2020 11:20:12 AM
Gene McCleskey Gene.McCleskey@oag.texas.gov Division Chief, Crime Victim Services Division Office of the Attorney General of Texas Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 1/14/2019 12:34:26 PM ID: 6a746d16-8742-4c15-ace2-f36a64c991b6	**Completed** Using IP Address: 204.64.50.216	Sent: 8/28/2020 11:20:14 AM Viewed: 8/28/2020 1:18:40 PM Signed: 8/28/2020 1:18:46 PM
Christina McArthur Christina.McArthur@oag.texas.gov Office of the Attorney General of Texas Signing Group: Financial Litigation - FLD Attorney Review Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/10/2019 2:15:30 PM ID: 4f5d85e0-99ce-4ca5-b041-356322a7957e	**Completed** Using IP Address: 204.64.50.212	Sent: 8/28/2020 1:18:48 PM Viewed: 8/31/2020 10:58:15 AM Signed: 8/31/2020 10:59:07 AM

Signer Events	Signature	Timestamp
Joshua Godbey Joshua.Godbey@oag.texas.gov Office of the Attorney General of Texas Signing Group: Joshua Godbey Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**Completed** Using IP Address: 204.64.50.216	Sent: 8/31/2020 10:59:09 AM Viewed: 9/1/2020 5:22:45 PM Signed: 9/1/2020 5:23:07 PM
Bruce Williamson Bruce.Williamson@oag.texas.gov Office of the Attorney General of Texas Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**Completed** Using IP Address: 204.64.50.212	Sent: 9/1/2020 5:23:09 PM Viewed: 9/1/2020 8:56:05 PM Signed: 9/1/2020 8:56:08 PM
Mark Penley Mark.Penley@oag.texas.gov Deputy Attorney General for Criminal Justice Office of the Attorney General of Texas Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by: Mark Penley 35E301E4310143D... Signature Adoption: Pre-selected Style Using IP Address: 204.64.50.212	Sent: 9/1/2020 8:56:10 PM Viewed: 9/2/2020 12:54:16 PM Signed: 9/2/2020 12:54:30 PM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Karly Watson karly.watson@oag.texas.gov Office of the Attorney General of Texas Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**COPIED**	Sent: 8/27/2020 7:42:52 AM
FLD Contracts FLDcontracts@oag.texas.gov Office of the Attorney General of Texas Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**COPIED**	Sent: 8/27/2020 7:42:53 AM
Accounting - DocuSign Contracts ACC_DocuSign_Contracts@oag.texas.gov Signing Group: Accounting - DocuSign Contracts Inbox Security Level: Email, Account Authentication (None)	**COPIED**	Sent: 9/2/2020 12:54:32 PM

Carbon Copy Events	Status	Timestamp
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Joshua Alexander Joshua.Alexander@oag.texas.gov Office of the Attorney General of Texas Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**COPIED**	Sent: 9/2/2020 12:54:34 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/2/2020 12:54:34 PM
Certified Delivered	Security Checked	9/2/2020 12:54:34 PM
Signing Complete	Security Checked	9/2/2020 12:54:34 PM
Completed	Security Checked	9/2/2020 12:54:34 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, Office of the Attorney General (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Electronic signature

An electronic signature is an electronic identifier, created by a computer, attached to or logically associated with an electronic record, executed or adopted by a person with the intent and with the actual authority to sign the record. Your electronic signature has the same legal force and effect as a manual signature. Your electronic signature constitutes your signature, acceptance, and agreement as if you signed in writing.

Security standards

DocuSign provides security assurance with enterprise-wide ISO 27001:2013 certification, xDTM compliance, as well as SSAE 16, SOC 1 Type 2, SOC 2 Type 2 reports. DocuSign delivers data confidentiality with application level AES 256 bit encryption.

Sending information to and receiving information from us

The Public Information Act, chapter 552 of the Texas Government Code, applies to all information we send and receive. The Public Information Act protects information from public disclosure if it is confidential by any law or rule. If we receive a written request for information, the Public Information Act requires us to publicly disclose requested information that is not confidential by law or rule or otherwise excepted from public disclosure. If you receive any information from us in error, you are not authorized to read, print, retain, copy, or disseminate the information. Any information you receive in error may be confidential information that cannot be disclosed without violating the criminal provisions of the Public Information Act or Texas Penal Code section 39.06. If you receive information in error, please immediately send an e-mail to servicedesk@oag.texas.gov to notify us of the error and delete all copies of the information you received.

Getting paper copies

At any time, you may request from us a paper copy of any record we provided or made available electronically to you through the DocuSign system. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Office of the Attorney General

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: servicedesk@oag.texas.gov

To advise Office of the Attorney General of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at servicedesk@oag.texas.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Office of the Attorney General

To request delivery from us of paper copies of the notices and disclosures we previously provided to you electronically, you must send us an e-mail to servicedesk@oag.texas.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Office of the Attorney General

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an e-mail to servicedesk@oag.texas.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take longer time to process.

Required hardware and software

Supported Browsers:	DocuSign supports the latest stable release (except where noted) of the following browsers: Chrome, Firefox, Safari, Internet Explorer 11+, Windows Edge
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	1024 x 768 minimum (for desktops and laptops
Enabled Security Settings:	Allow per session cookies. Users accessing the Internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection. Firewall settings must allow access to the following server: https://docucdn-a.akamaihd.net. DocuSign leverages Akamai as a content delivery service to enhance our application's performance.

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Office of the Attorney General as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made

available to me by Office of the Attorney General during the course of my relationship with you.

INTERLOCAL CONTRACT

HIGH INTENSITY DRUG TRAFFICKING AREAS GRANT PROGRAM

STATE OF TEXAS)(

COUNTY OF JEFFERSON)(

CITY OF BEAUMONT)(

INTER-LOCAL AGREEMENT

This Interlocal Contract, **(*Contract*)** is entered into between the City of Beaumont, a municipal corporation situated in Jefferson County, Texas, **(*Beaumont*)** and Jefferson County, a political subdivision of the State of Texas **(*Jefferson County*)**. Pursuant to the Interlocal Cooperation Act, Tex. Gov't Code Ann. Sec. 791.001 - 791.027 (Vernon 1997).

WITNESSETH

Whereas, Beaumont and **Jefferson County** collectively herein after referred to as **"Parties"**, seek to contract or agree with each other to perform certain governmental functions and services in a joint cooperative effort which is known as the High Intensity Drug Trafficking Areas program grant **(*HIDTA*)**; and

Whereas, the **Parties** are each independently authorized, pursuant to Tex. Gov't. Code Ann. Sec. 791.001 to enter into a joint contract to provide a governmental function or service which each party to the **Contract** is authorized to perform individually; and

Whereas, the **Parties** in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

Whereas, the **Parties** finds that the performance of this Agreement is in the best interests of the **Parties,** that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

Whereas, Jefferson County has been designated the fiduciary for the **HIDTA** grant program and **Beaumont** is designated as a contractor. The total funding for this grant program is $50,000 with $16,200 allocated to lease vehicles for September 1, 2020 – September 30, 2020, award number G19HN0029A and October 1, 2020 – September 30, 2021, award number G20HN0029A : and

Whereas, the **Parties** believe that it is in their mutual interest to enter into this **Contract** to carry-out operations of the **HIDTA** grant program; and

Whereas, the **Parties** agree to abide by all pertinent federal, state and local laws and regulations;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

SECTION 1.

1.1 **Jefferson County** agrees to act as the fiscal agent in applying for, dispersing, monitoring and reporting for this **HIDTA** grant program.

1.2 **Jefferson County** agrees to use funding for the lease of one vehicle not to exceed the cost of $8,775.

1.3 **Beaumont** agrees to use the funding for the lease of one vehicle not to exceed the cost of $8,775.

1.4 The **Parties** to this **Contract** hereby mutually agree to cooperate to whatever extent is necessary to carry out the work plan set forth in the **HIDTA** grant program.

SECTION 2.

2.1 The term of this **Contract** shall be for a period of September 1, 2020 through September 30, 2021 subject to other termination rights of the Parties as established in this document.

SECTION 3.

3.1 **Jefferson County** is designated as the primary agency (*GRANTEE*) for purposes of this **Contract** and for purposes of receipt and disbursement of all funds received from the **HIDTA** grant program.

SECTION 4.

4.1 Upon termination of this **Contract**, right, title and ownership of non-expendable property acquired pursuant to this **Contract** will revert to the individual party for which it was acquired, subject to the statutes of the State of Texas and approval of the **HIDTA** grant program.

Section 5.

5.1 **Beaumont** and **Jefferson County**, as political subdivisions, are governed by the Texas Tort Claims Act, Chapter 101.001 et seq., Civil Practice and Remedies Code. **Beaumont** and **Jefferson County** warrant and represent to each other that they are self- insured or commercially insured for all claims falling within the Texas Tort Claims Act.

5.2 Each **party** to this **Contract** agrees that it shall have no liability whatsoever for acts or omissions of an individual employed by another party regardless of where the individual's actions occurred. Each **party** is solely responsible for the action and/or omissions of its employees and officers.

SECTION 6.

6.1 This **Contract** may only be amended by mutual agreement of the **Parties** hereto in writing and any amendments shall be attached to and incorporated into this **Contract.**

6.2 In case any one or more of the provisions contained in this **Contract** shall be held to be invalid, illegal or unenforceable in any aspect, such invalidity, illegality or unenforceability shall not affect any other provision of the **Contract**, and this **Contract** shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

SECTION 7.

7.1 This **Contract** supersedes any and all other agreements, either oral or in writing, between the **Parties** hereto with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this agreement which is not contained herein shall be valid or binding.

7.2 The **Parties** to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

EXECUTED by Jefferson County this _____day of_____, 2020.

JEFFERSON COUNTY, TEXAS

_____

By: Jeff Branick, County Judge

EXECUTED by the City of Beaumont this _____day of_____, 2020.

CITY OF BEAUMONT, TEXAS

_____

By: Kyle Hayes, City Manager

Sub Recipient vs. Contractor Response Form

Grant / Project: G19HN0026A, G20HN0029A, G21HN0029A CFDA Number: 95.001

Circle a yes or no answer and provide an explanation for the answer. Also include references to the documentation used to arrive at the answers. Use the last column to identify any other factors not specifically addressed that should be considered material to the decision.

Contractor	Sub Recipient	Use of Judgement in making decisions
1) Provides the goods and services within normal business operations. (YES) NO Reference: Overtime is a normal service	1) Determines who is eligible to receive what Federal assistance. YES (NO) Reference: Executive Board approves	1) Reference: HIDTA Program Policy
2) Provides similar goods or services to many different purchasers. (YES) NO Reference: Overtime is reimbursed by multiple grants	2) Has its performance measured in relation to whether objectives of the Federal program were met. YES (NO) Reference: Participating Agencies are not measured	2) PMP only measures Task Forces not Law Enforcement Reference: HIDTA Program Policy
3) Normally operates in a competitive environment. (YES) NO Reference: Task Forces compete for limited funds	3) Has responsibility for programmatic decision making. YES (NO) Reference: Executive Board has that authority	3) Reference: HIDTA Program Policy
4) Provides goods and services that are ancillary to the operation of the Federal program. (YES) NO Reference: To investigate narcotics trafficking	4) Is responsible for adherence to applicable Federal program requirements specified in the Federal award. (YES) NO Reference: Overtime limits subject to compliance	4) Reference: HIDTA Program Policy
5) Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons. YES (NO) Reference: Overtime limits subject to compliance	5) In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity YES (NO) Reference: Provides Overtime services when needed	5) Reimbursement limited to 25% GS 12, Step 1 RUS pay. Reference: HIDTA Program Policy

Use of Judgement in making determinations. In determining whether an agreement between a pass-through entity and another non-Federal entity casts the latter as a sub recipient or a contractor, the substance of the relationship is more than important than the form of the agreement. All of the characteristics listed above may not be present in all cases, and the pass-through entity must use judgement in classifying each agreement as a sub-award or a procurement contract.

Sub Recipient vs. Contractor Response Form

Grant / Project: HIDTA CFDA Number: 95.001

Based on a preponderance of "yes" answers and discussions with appropriate personnel, this entity has been determined to be a:

CONTRACTOR	(XXX)	SUB-RECIPIENT	( )

COMMENTS:

No portion of the award is allocated to a particular Law Enforcement Agency. The Executive Board budgets funds by allocating the total award to Task Forces and to Initiatives.

Participating Law Enforcement Agencies do not submit a statement of work, deliverables, budgets or any other type of documents that are required of sub-recipient's.

Participating Law Enforcement Agencies do not carry out the Federal program as a substantive portion of the overall award.

Participating Law Enforcement Agencies are not individually measured against program objectives and in the annual report, only the HIDTA as a whole is measured against program objectives.

All payments to participating law enforcement agencies are on a reimbursement basis and therefore the recipients have no decision making ability for the funds.

Jefferson County

City of Beaumont

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Patrick Swain
Jefferson County, Texas
1149 Pearl, 7th Floor
Beaumont, TX 77701 - 3635

Re: Grant No.EMW-2020-PU-00105

Dear Patrick Swain:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2020 Port Security Grant Program has been approved in the amount of $725,138.00. As a condition of this award, you are required to contribute a cost match in the amount of $241,713.00 of non-Federal funds, or 25 percent of the total approved project costs of $966,851.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2020 Port Security Grant Program Notice of Funding Opportunity.
- FEMA Preparedness Grants Manual

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please log in to the ND Grants system at https://portal.fema.gov.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, DUNS number, EIN and banking information. Please ensure that the DUNS number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at http://www.sam.gov.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help us to make the necessary updates and avoid any interruptions in the payment process.

CHRISTOPHER PATRICK LOGAN GPD Assistant Administrator

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES
Port Security Grant Program

GRANTEE:	Jefferson County, Texas
PROGRAM:	Port Security Grant Program
AGREEMENT NUMBER:	EMW-2020-PU-00105-S01

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Article I - Summary Description of Award

The terms of the approved Investment Justification(s) and Budget Detail Worksheet(s) submitted by the recipient are incorporated into the terms of this Federal award, subject to the additional description and limitations stated in this Agreement Article and the limitations stated in subsequent reviews by FEMA of the award budget. Investments not listed in this Agreement Article are not approved for funding under this award.

Investment 1: Replacement of EO/IR Sensor Camera System for Marine Unit is fully funded for $425138.
Investment 2: SAFE Boat is fully funded for $270000.
Investment 3: National Association of State Boating Law Administrators (NASBLA) Tactical Operator Training is fully funded for $30000.

Article II - Activities Conducted Abroad

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article III - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article IV - Trafficking Victims Protection Act of 2000 (TVPA)

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article V - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article VI - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict

federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article VII - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article VIII - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article IX - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article X - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XI - Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XII - Best Practices for Collection and Use of Personally Identifiable Information (PII)

Recipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article XIII - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services.
For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

Article XIV - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. section 2225.)

Article XV - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article XVI - Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XVII - DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.

2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years as long as they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool.

6. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article XVIII - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XIX - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XX - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XXI - Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. DHS/FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. Section 200.308(e) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the Federal share is greater than the simplified acquisition threshold (currently $250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article XXII - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article XXIII - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

Article XXIV - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973), (codified as amended at 29 U.S.C. section 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXV - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XXVI - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXVII - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXVIII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XXIX - Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article XXX - National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXXI - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article XXXII - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. sections 175-175c.

Article XXXIII - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXXIV - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XXXV - Universal Identifier and System of Award Management

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XXXVI - Reporting Subawards and Executive Compensation

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXVII - Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XXXVIII - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XXXIX - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XL - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XLI - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XLII - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XLIII - Funding Hold: Environmental Planning and Historic Preservation (EHP) Compliance Hold:

This award includes work, such as ground disturbance, that triggers an Environmental Planning and Historic Preservation (EHP) compliance review. A funding hold is placed on the following Investment, and the recipient is prohibited from obligating, expending, or drawing down FY 2020 PSGP funds in the amount of $30000 in support of the following Investment, with a limited exception for any approved costs associated with the preparation, conduct, and completion of required EHP reviews. Refer to the FY 2020 PSGP Notice of Funding Opportunity (NOFO) and Preparedness Grants Manual (PGM) for further information on EHP requirements and other applicable program guidance, including FEMA Information Bulletin No. 404.

Investment #3: National Association of State Boating Law Administrators (NASBLA) Tactical Operator Training: $30000

To release this hold, the recipient is required to obtain the required DHS/FEMA EHP compliance approval for this Investment pursuant to the FY 2020 PSGP NOFO and PGM. Failure to comply with this condition may jeopardize your ability to access and expend federal funds for the Investment/projects listed above. Please contact your DHS/FEMA GPD Headquarters Preparedness Officer to receive specific guidance regarding EHP compliance.

If you have questions about this funding hold or believe it was placed in error, please contact the DHS/FEMA GPD Headquarters Preparedness Officer.

BUDGET COST CATEGORIES

Personnel	$0.00

Fringe Benefits	$0.00
Travel	$0.00
Equipment	$926,850.00
Supplies	$0.00
Contractual	$40,001.00
Construction	$0.00
Indirect Charges	$0.00
Other	$0.00

Obligating Document for Award/Amendment

1a. AGREEMENT NO.	2. AMENDMENT NO.	3. RECIPIENT NO.	4. TYPE OF ACTION	5. CONTROL NO.
EMW-2020-PU-00105-S01	***	746000291	AWARD	WX03529N2020T

6. RECIPIENT NAME AND ADDRESS	7. ISSUING FEMA OFFICE AND ADDRESS	8. PAYMENT OFFICE AND ADDRESS
Jefferson County, Texas 1149 Pearl, 7th Floor Beaumont, TX, 77701 - 3635	FEMA-GPD 400 C Street, SW, 3rd floor Washington, DC 20472-3645 POC: 866-927-5646	FEMA Finance Center 430 Market Street Winchester, VA 22603

9. NAME OF RECIPIENT PROJECT OFFICER	PHONE NO.	10. NAME OF FEMA PROJECT COORDINATOR
Patrick Swain	4098358500X8601	Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov

11. EFFECTIVE DATE OF THIS ACTION	12. METHOD OF PAYMENT	13. ASSISTANCE ARRANGEMENT	14. PERFORMANCE PERIOD	
			From:	**To:**
09/01/2020	PARS	Cost Reimbursement	09/01/2020	08/31/2023
			Budget Period	
			09/01/2020	08/31/2023

15. DESCRIPTION OF ACTION

a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
Port Security Grant Program	97.056	2020-FA-GC01-P410- -4101-D	$0.00	$725,138.00	$725,138.00	See Totals
			$0.00	**$725,138.00**	**$725,138.00**	**$241,713.00**

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)
Port Security Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN
This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) DATE

18. FEMA SIGNATORY OFFICIAL (Name and Title) DATE
Tue Sep 01 12:14:24 GMT 2020

SHENAUZ SUBRINA WONG , Assistance Officer

NAME	AMOUNT	CHECK NO.	TOTAL
ROAD & BRIDGE PCT.#1			
GULF COAST SCREW & SUPPLY	240.48	474944	
M&D SUPPLY	27.61	474953	
MID-COUNTY ALTERNATOR	225.00	474954	
MUNRO'S	30.35	474956	
SCOOTER'S LAWNMOWERS	225.82	474965	
MITCHELL SAW & SUPPLY	373.10	475007	
DE LAGE LANDEN PUBLIC FINANCE	70.00	475023	
ADVANCE AUTO PARTS	114.77	475028	
GULF COAST	545.37	475048	
			1,852.50**
ROAD & BRIDGE PCT.#2			
ENTERGY	163.05	474945	
DE LAGE LANDEN PUBLIC FINANCE	90.00	475023	
			253.05**
ROAD & BRIDGE PCT. # 3			
ENTERGY	383.19	474945	
AT&T	76.06	474968	
W. JEFFERSON COUNTY M.W.D.	33.68	474980	
DE LAGE LANDEN PUBLIC FINANCE	140.00	475023	
			632.93**
ROAD & BRIDGE PCT.#4			
W. JEFFERSON COUNTY M.W.D.	83.62	474980	
DE LAGE LANDEN PUBLIC FINANCE	229.79	475023	
			313.41**
ENGINEERING FUND			
DE LAGE LANDEN PUBLIC FINANCE	460.94	475023	
			460.94**
PARKS & RECREATION			
ENTERGY	8.62	474945	
W. JEFFERSON COUNTY M.W.D.	55.34	474980	
			63.96**
GENERAL FUND			
TAX OFFICE			
AT&T	112.53	474968	
UNITED STATES POSTAL SERVICE	85.25	474998	
DE LAGE LANDEN PUBLIC FINANCE	370.00	475023	
			567.78*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	10.41	474998	
DE LAGE LANDEN PUBLIC FINANCE	70.00	475023	
			80.41*
AUDITOR'S OFFICE			
UNITED STATES POSTAL SERVICE	2.02	474998	
DE LAGE LANDEN PUBLIC FINANCE	70.00	475023	
			72.02*
COUNTY CLERK			
UNITED STATES POSTAL SERVICE	35.44	474998	
DE LAGE LANDEN PUBLIC FINANCE	600.00	475023	
			635.44*
COUNTY JUDGE			
J.T. HAYNES	500.00	475010	
DE LAGE LANDEN PUBLIC FINANCE	70.00	475023	
			570.00*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	2.15	474998	
DE LAGE LANDEN PUBLIC FINANCE	70.00	475023	
			72.15*
COUNTY TREASURER			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	1.68	474998	
DE LAGE LANDEN PUBLIC FINANCE	331.89	475023	
			333.57*
PRINTING DEPARTMENT			
BOSWORTH PAPER	111.29	474935	
OLMSTED-KIRK PAPER	662.68	474958	
DE LAGE LANDEN PUBLIC FINANCE	1,200.00	475023	
			1,973.97*
PURCHASING DEPARTMENT			
BEAUMONT ENTERPRISE	478.86	474942	
OFFICE DEPOT	51.42	474957	
PORT ARTHUR NEWS, INC.	332.12	474960	
DE LAGE LANDEN PUBLIC FINANCE	70.00	475023	
			932.40*
GENERAL SERVICES			
BOSWORTH PAPER	1,050.00	474935	
TIME WARNER COMMUNICATIONS	636.17	474971	
INTERFACE EAP	1,350.00	474985	
ADVANCED STAFFING	97.50	474987	
VERIZON WIRELESS	303.92	474997	
CROWN CASTLE INTERNATIONAL	1,639.00	475002	
ROCHESTER ARMORED CAR CO INC	5,765.94	475018	
DE LAGE LANDEN PUBLIC FINANCE	452.82	475023	
SPOK INC	3.00	475034	
			11,298.35*
DATA PROCESSING			
SOUTHERN COMPUTER WAREHOUSE	490.68	474934	
OFFICE DEPOT	178.18	474957	
CDW COMPUTER CENTERS, INC.	14,707.73	474989	
DE LAGE LANDEN PUBLIC FINANCE	70.00	475023	
SPOK INC	12.15	475034	
			15,458.74*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	54.59	474998	
DE LAGE LANDEN PUBLIC FINANCE	70.00	475023	
			124.59*
ELECTIONS DEPARTMENT			
DE LAGE LANDEN PUBLIC FINANCE	271.65	475023	
RUNBECK ELECTION SERVICES, INC	8,732.45	475046	
			9,004.10*
DISTRICT ATTORNEY			
CASH ADVANCE ACCOUNT	55.00	474950	
UNITED STATES POSTAL SERVICE	16.00	474998	
DE LAGE LANDEN PUBLIC FINANCE	480.00	475023	
			551.00*
DISTRICT CLERK			
KIRKSEY'S SPRINT PRINTING	25.95	474952	
OFFICE DEPOT	178.69	474957	
UNITED STATES POSTAL SERVICE	55.92	474998	
DE LAGE LANDEN PUBLIC FINANCE	70.00	475023	
			330.56*
CRIMINAL DISTRICT COURT			
OFFICE DEPOT	113.12	474957	
DE LAGE LANDEN PUBLIC FINANCE	441.64	475023	
			554.76*
58TH DISTRICT COURT			
DE LAGE LANDEN PUBLIC FINANCE	70.00	475023	
			70.00*
60TH DISTRICT COURT			
DE LAGE LANDEN PUBLIC FINANCE	70.00	475023	
			70.00*
136TH DISTRICT COURT			

NAME	AMOUNT	CHECK NO.	TOTAL
DE LAGE LANDEN PUBLIC FINANCE	70.00	475023	
			70.00*
172ND DISTRICT COURT			
DE LAGE LANDEN PUBLIC FINANCE	70.00	475023	
			70.00*
252ND DISTRICT COURT			
UNITED STATES POSTAL SERVICE	29.52	474998	
ALLEN PARKER	8,750.00	475016	
DE LAGE LANDEN PUBLIC FINANCE	70.00	475023	
			8,849.52*
279TH DISTRICT COURT			
DE LAGE LANDEN PUBLIC FINANCE	70.00	475023	
			70.00*
317TH DISTRICT COURT			
DE LAGE LANDEN PUBLIC FINANCE	70.00	475023	
			70.00*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	8.01	474998	
DE LAGE LANDEN PUBLIC FINANCE	90.00	475023	
			98.01*
JUSTICE COURT-PCT 1 PL 2			
DE LAGE LANDEN PUBLIC FINANCE	70.00	475023	
			70.00*
JUSTICE COURT-PCT 4			
DE LAGE LANDEN PUBLIC FINANCE	90.00	475023	
			90.00*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	.35	474998	
DE LAGE LANDEN PUBLIC FINANCE	70.00	475023	
			70.35*
JUSTICE OF PEACE PCT. 8			
DE LAGE LANDEN PUBLIC FINANCE	70.00	475023	
			70.00*
COUNTY COURT AT LAW NO.1			
DE LAGE LANDEN PUBLIC FINANCE	245.92	475023	
			245.92*
COUNTY COURT AT LAW NO. 2			
JUDGE MASON MARTIN	714.64	474983	
DE LAGE LANDEN PUBLIC FINANCE	70.00	475023	
LAW OFFICE OF CHARLES MCINTOSH	250.00	475054	
			1,034.64*
COUNTY COURT AT LAW NO. 3			
CHARLES ROJAS	500.00	474991	
DE LAGE LANDEN PUBLIC FINANCE	70.00	475023	
MATUSKA LAW FIRM	250.00	475032	
			820.00*
COURT MASTER			
OFFICE DEPOT	230.04	474957	
UNITED STATES POSTAL SERVICE	1.00	474998	
DE LAGE LANDEN PUBLIC FINANCE	70.00	475023	
			301.04*
MEDIATION CENTER			
DE LAGE LANDEN PUBLIC FINANCE	70.00	475023	
			70.00*
COMMUNITY SUPERVISION			
DE LAGE LANDEN PUBLIC FINANCE	280.00	475023	
			280.00*
SHERIFF'S DEPARTMENT			

NAME	AMOUNT	CHECK NO.	TOTAL
AT&T	316.33	474968	
UNITED STATES POSTAL SERVICE	781.86	474998	
DE LAGE LANDEN PUBLIC FINANCE	800.00	475023	
			1,898.19*
CRIME LABORATORY			
DE LAGE LANDEN PUBLIC FINANCE	90.00	475023	
STERICYCLE, INC	35.00	475043	
			125.00*
JAIL - NO. 2			
ENTERGY	28,837.18	474945	
AT&T	1,011.75	474968	
DE LAGE LANDEN PUBLIC FINANCE	1,280.00	475023	
CONSTELLATION NEWENERGY - GAS DIVIS	613.49	475029	
			31,742.42*
JUVENILE PROBATION DEPT.			
OFFICE DEPOT	188.64	474957	
SAM HOUSTON STATE UNIVERSITY	225.00	474963	
CHERYL TARVER	69.00	474982	
DE LAGE LANDEN PUBLIC FINANCE	140.00	475023	
ROXANA MITCHELL	117.30	475037	
			739.94*
JUVENILE DETENTION HOME			
ENTERGY	4,857.80	474945	
OFFICE DEPOT	150.44	474957	
AT&T	701.71	474968	
DENNIS COPELAND	659.94	474984	
BEN E KEITH FOODS	265.59	475003	
DE LAGE LANDEN PUBLIC FINANCE	229.79	475023	
WASTEWATER TRANSPORT SERVICES LLC	918.00	475033	
STERICYCLE, INC	35.00	475043	
			7,818.27*
CONSTABLE PCT 1			
UNITED STATES POSTAL SERVICE	19.38	474998	
DE LAGE LANDEN PUBLIC FINANCE	323.13	475023	
			342.51*
CONSTABLE-PCT 4			
DE LAGE LANDEN PUBLIC FINANCE	70.00	475023	
			70.00*
CONSTABLE-PCT 6			
UNITED STATES POSTAL SERVICE	2.51	474998	
DE LAGE LANDEN PUBLIC FINANCE	70.00	475023	
			72.51*
CONSTABLE PCT. 7			
OFFICE DEPOT	161.52	474957	
			161.52*
CONSTABLE PCT. 8			
DE LAGE LANDEN PUBLIC FINANCE	322.93	475023	
BEARCOM / KAY ELECTRONICS	98.15	475047	
			421.08*
AGRICULTURE EXTENSION SVC			
DE LAGE LANDEN PUBLIC FINANCE	200.00	475023	
			200.00*
HEALTH AND WELFARE NO. 1			
AUSTIN CECIL WALKES MD PA	2,932.58	474979	
UNITED STATES POSTAL SERVICE	7.95	474998	
DE LAGE LANDEN PUBLIC FINANCE	372.43	475023	
STERICYCLE, INC	35.00	475043	
			3,347.96*
HEALTH AND WELFARE NO. 2			
TIME WARNER COMMUNICATIONS	149.84	474973	
MCKESSON MEDICAL-SURGICAL INC	282.32	474990	

NAME	AMOUNT	CHECK NO.	TOTAL
DE LAGE LANDEN PUBLIC FINANCE	140.00	475023	
			572.16*
NURSE PRACTITIONER			
DE LAGE LANDEN PUBLIC FINANCE	70.00	475023	
LESLIE RIGGS	141.05	475035	
STERICYCLE, INC	35.00	475043	
			246.05*
ENVIRONMENTAL CONTROL			
AT&T	33.51	474968	
DE LAGE LANDEN PUBLIC FINANCE	323.13	475023	
			356.64*
INDIGENT MEDICAL SERVICES			
VECTOR SECURITY	360.00	475039	
			360.00*
MAINTENANCE-BEAUMONT			
CITY OF BEAUMONT - WATER DEPT.	465.71	474938	
ECOLAB	209.95	474941	
W.W. GRAINGER, INC.	75.40	474943	
M&D SUPPLY	159.83	474953	
PORTER'S, INC.	213.86	474961	
RITTER @ HOME	159.10	474962	
ACE IMAGEWEAR	1,066.33	474966	
AT&T	407.52	474968	
TIME WARNER COMMUNICATIONS	76.49	474975	
TEXAS DEPT OF LICENSING &	70.00	474977	
WORTH HYDROCHEM	265.00	474981	
TEXAS FIRE & COMMUNICATIONS	427.50	474992	
OTIS ELEVATOR COMPANY	2,808.46	475001	
FLOORING DESIGN CENTER	1,995.74	475014	
DE LAGE LANDEN PUBLIC FINANCE	70.00	475023	
A1 FILTER SERVICE COMPANY	732.70	475025	
EMERGENCY POWER SERVICE	373.25	475026	
URETEK ICR	5,500.00	475027	
WASTEWATER TRANSPORT SERVICES LLC	408.75	475033	
AT&T	16,062.50	475038	
			31,548.09*
MAINTENANCE-PORT ARTHUR			
CITY OF PORT ARTHUR - WATER DEPT.	756.88	474939	
CURETON & SON	372.00	474940	
S.E. TEXAS BUILDING SERVICE	8,854.98	474967	
AT&T	1,370.15	474968	
HOWARD'S AUTO SUPPLY	14.10	474988	
LOWE'S HOME CENTERS, INC.	34.17	474999	
TEXAS GAS SERVICE	255.34	475000	
ATTABOY TERMITE & PEST CONTROL	90.00	475015	
PARKER LUMBER	401.47	475017	
DE LAGE LANDEN PUBLIC FINANCE	140.00	475023	
ALL TERRAIN EQUIPMENT CO	135.29	475041	
			12,424.38*
MAINTENANCE-MID COUNTY			
ENTERGY	333.12	474945	
AT&T	542.82	474968	
W. JEFFERSON COUNTY M.W.D.	67.39	474980	
DE LAGE LANDEN PUBLIC FINANCE	70.00	475023	
			1,013.33*
SERVICE CENTER			
SPIDLE & SPIDLE	8,106.14	474933	
CHUCK'S WRECKER SERVICE	250.00	474937	
INTERSTATE BATTERIES OF BEAUMONT/PA	79.90	474947	
J.K. CHEVROLET CO.	32.89	474948	
KINSEL FORD, INC.	531.18	474951	
M&D SUPPLY	36.92	474953	
THE MUFFLER SHOP	456.00	474955	
MUNRO'S	63.69	474956	
PHILPOTT MOTORS, INC.	149.80	474959	
SANITARY SUPPLY, INC.	407.16	474964	

NAME	AMOUNT	CHECK NO.	TOTAL
S.E. TEXAS AUTO EQUIPMENT	912.98	474986	
JEFFERSON CTY. TAX OFFICE	7.50	474993	
JEFFERSON CTY. TAX OFFICE	7.50	474994	
JEFFERSON CTY. TAX OFFICE	7.50	474995	
JEFFERSON CTY. TAX OFFICE	7.50	474996	
BUMPER TO BUMPER	1,827.54	475004	
ROBERT'S TEXACO XPRESS LUBE	98.00	475012	
AMERICAN TIRE DISTRIBUTORS	382.59	475013	
DE LAGE LANDEN PUBLIC FINANCE	70.00	475023	
MIGHTY OF SOUTHEAST TEXAS	263.74	475024	
SILSBEE FORD INC	59.00	475031	
THE GOODYEAR TIRE & RUBBER COMPANY	4,195.00	475044	
C & I OIL OF BEAUMONT LP	1,646.67	475049	
			19,599.20*
VETERANS SERVICE			
DE LAGE LANDEN PUBLIC FINANCE	240.00	475023	
			240.00*
			168,278.57**
MOSQUITO CONTROL FUND			
JACK BROOKS REGIONAL AIRPORT	40.64	474949	
MUNRO'S	169.58	474956	
AT&T	33.51	474968	
TIME WARNER COMMUNICATIONS	106.00	474972	
UNITED PARCEL SERVICE	12.54	474978	
DE LAGE LANDEN PUBLIC FINANCE	70.00	475023	
PRO PEST AND LAWN STORE	10,692.00	475040	
			11,124.27**
FEMA EMERGENCY			
SPIDLE & SPIDLE	5,001.78	474933	
JORDYN ROBERTS	45.00	475051	
TAMMY LYN SAIN	30.00	475052	
			5,076.78**
FAMILY GROUP CONFERENCING			
DE LAGE LANDEN PUBLIC FINANCE	70.00	475023	
			70.00**
J.C. FAMILY TREATMENT			
MARY BEVIL	1,168.00	475053	
			1,168.00**
LAW LIBRARY FUND			
DE LAGE LANDEN PUBLIC FINANCE	70.00	475023	
			70.00**
EMPG GRANT			
TIME WARNER COMMUNICATIONS	112.57	474974	
			112.57**
GRANT A STATE AID			
YOUTH ADVOCATE PROGRAM	1,111.25	475011	
GRAYSON COUNTY DEPT OF JUVENILE	1,336.14	475036	
			2,447.39**
COMMUNITY SUPERVISION FND			
UNITED STATES POSTAL SERVICE	21.79	474998	
JCCSC	180.00	475019	
			201.79**
JEFF. CO. WOMEN'S CENTER			
CITY OF BEAUMONT - WATER DEPT.	611.98	474938	
OFFICE DEPOT	242.14	474957	
SYSCO FOOD SERVICES, INC.	2,783.65	474969	
TEXAS ASSN. OF COUNTIES - RISK	1,016.00	474976	
BEN E KEITH FOODS	1,477.32	475003	
DE LAGE LANDEN PUBLIC FINANCE	140.00	475023	
MATERA PAPER COMPANY INC	219.82	475030	
SPOK INC	16.50	475034	
			6,507.41**
COMMUNITY CORRECTIONS PRG			

NAME	AMOUNT	CHECK NO.	TOTAL
DE LAGE LANDEN PUBLIC FINANCE	90.00	475023	
			90.00**
DRUG DIVERSION PROGRAM			
DE LAGE LANDEN PUBLIC FINANCE	80.00	475023	
			80.00**
SHERIFF'S TRAINING GRANT			
COVENANT TACTICAL LLC	1,800.00	475050	
			1,800.00**
LAW OFFICER TRAINING GRT			
ENTERGY	271.29	474945	
ENTERGY	21.44	474946	
			292.73**
DRUG INTERVENTION COURT			
STERICYCLE, INC	35.00	475043	
			35.00**
HOTEL OCCUPANCY TAX FUND			
TIME WARNER COMMUNICATIONS	120.58	474970	
DE LAGE LANDEN PUBLIC FINANCE	315.00	475023	
			435.58**
DISTRICT CLK RECORDS MGMT			
DE LAGE LANDEN PUBLIC FINANCE	140.00	475023	
			140.00**
CAPITAL PROJECTS FUND			
TDCJ - CASHIERS OFFICE	5,000.00	474936	
			5,000.00**
AIRPORT FUND			
DE LAGE LANDEN PUBLIC FINANCE	140.00	475023	
			140.00**
SE TX EMP. BENEFIT POOL			
STANDARD INSURANCE COMPANY	23,446.08	475008	
RELIANCE STANDARD LIFE INSURANCE	5,924.35	475009	
EXPRESS SCRIPTS INC	153,294.59	475042	
NEUROMUSCULAR CORPORATE SOLUTIONS	11,585.25	475045	
			194,250.27**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	3,979.11	475005	
TRISTAR RISK MANAGEMENT	4,731.54	475006	
			8,710.65**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	14,260.00	474913	
CLEAT	306.00	474914	
JEFFERSON CTY. TREASURER	14,600.02	474915	
RON STADTMUELLER - CHAPTER 13	182.31	474916	
INTERNAL REVENUE SERVICE	208.00	474917	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	4,360.00	474918	
JEFFERSON CTY. COMMUNITY SUP.	9,578.95	474919	
JEFFERSON CTY. TREASURER - HEALTH	544,979.75	474920	
JEFFERSON CTY. TREASURER - GENERAL	10.00	474921	
JEFFERSON CTY. TREASURER - PAYROLL	1,761,746.02	474922	
JEFFERSON CTY. TREASURER - PAYROLL	619,055.34	474923	
MONY LIFE INSURANCE OF AMERICA	72.54	474924	
POLICE & FIRE FIGHTERS' ASSOCIATION	2,042.06	474925	
JEFFERSON CTY. TREASURER - TCDRS	709,341.66	474926	
JEFFERSON COUNTY TREASURER	2,751.47	474927	
JEFFERSON COUNTY - TREASURER -	7,283.72	474928	
NECHES FEDERAL CREDIT UNION	36,797.32	474929	
JEFFERSON COUNTY - NATIONWIDE	60,652.52	474930	
JOHN TALTON	715.38	474931	
INVESCO INVESTMENT SERVICES, INC	1,444.99	474932	
			3,790,388.05**
CNTY & DIST COURT TECH FD			

NAME	AMOUNT	CHECK NO.	TOTAL
CDW COMPUTER CENTERS, INC.	627.48	474989	
DISTRICT CRT RECORDS TECH			627.48**
SOUTHERN COMPUTER WAREHOUSE	860.40	474934	
			860.40**
			4,201,483.73***

MEMORANDUM

TO: COMMISSIONERS COURT

FROM: **FRAN LEE**

SUBJECT: BUDGET TRANSFER

DATE: SEPTEMBER 2, 2020

The following budget transfer for the Purchasing is necessary due increase cost because of a change in insurance for dependent coverage:

120-1022-415-2003	Employee Insurance	$5,000	
120-1022-415-1002	Assistants & Clerks		$5,000

JEFFERSON COUNTY SHERIFF'S OFFICE
Zena Stephens, Sheriff
5030 Hwy 69 S.
Beaumont, TX 77705
(409) 726-2500

Charlie Porter
Chief of Law Enforcement
cporter@co.jefferson.tx.us

John Shauberger
Chief of Corrections
jshauberger@co.jefferson.tx.us

TO: Fran Lee
Jefferson County Auditing Department

FROM: Chief John Shauberger
Jefferson County Sheriff's Department

RE: Transfer Funds

DATE: September 2, 2020

Please transfer $7,025 from budget account 120-3062-423-40-04 (Airplane Fuel) to 120-3062-423-50-63 (Transfer Prisoners),for the extradition of two inmates with Jefferson County warrants.

Chief John Shauberger

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 8th day of September, 2020, 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 March 13, 2020; 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 COVID-19 PANDEMIC 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 March 13, 2020.

SIGNED this 8th day of September, 2020.

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

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 8th day of September, 2020, 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:

RESOLUTION TO EXTEND DISASTER DECLARATION FOR HURRICANE LAURA

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 August 23, 2020; 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 Laura 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 August 23, 2020.

SIGNED this 8th day of September, 2020.

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

Jefferson County Courthouse
P.O. Box 4025
Beaumont, Texas 77704

Office (409) 835-8442
Fax (409) 835-8628
eddiearnold@co.jefferson.tx.us

Eddie Arnold
Jefferson County
Commissioner Pct. #1

August 31, 2020

Loma George
Judge Branick's Office

RE: Agenda Items

Please place the following agenda item on the September 8, 2020 Commissioner's Court Agenda.

> Receive and file Certificate of Completion for Commissioner Eddie Arnold. Commissioner Arnold has successfully completed the continuing education provisions of Article 81.0025 of the Texas Local Government Code for 2019.

Total hours earned in 2020 = 16.50 Commissioner Arnold will carry forward 0.50 hours to the next reporting period.

Thank you,

Eddie Arnold
County Commissioner, Pct. #1

EA/as

RECEIVED AUG 2 4 2020

COUNTY JUDGES AND COMMISSIONERS ASSOCIATION OF TEXAS

County Commissioner Continuing Education Transcript

Reporting Period: 1/1/2020 - 12/31/2020

Hon. Eddie Arnold
Commissioner
Jefferson County
1149 Pearl St Fl 4
Beaumont, TX 77701-3631
Phone: (409) 835-8442
Fax: (409) 835-8628

ID:
211219
Term:
1/1/2005 - 12/31/2020

Date	Description	Earned Hours
1/1/2020	Excess hours carried from 2019	8.00
1/17/2020	Urban Counties Education & Policy Conference	8.50

Total Hours Earned: 16.50

You have met your 2020 Commissioner Statutory Continuing Education requirement.
You will carry forward 0.50 hours to the next reporting period.

See Statute: Section 81.0025 Continuing Education, Local Government Code

Because continuing education sponsors are not required by law to report attendance to the Association, this transcript may not be a complete list of continuing education hours earned by the commissioner for this calendar year.

Print Date: 7/13/2020

If this report does not agree with your records, please call Administrative Assistant at (512) 482-0701 or (800) 733-0699 or cjca@allison-bass.com

ALLISON NATHAN GETZ
TAX ASSESSOR-COLLECTOR

TERRY WUENSCHEL
CHIEF DEPUTY

Tax Refund Determination

Taxpayer name:	CoreLogic
Address:	Attn: Recoveries, P O Box 9205, Coppell, TX 75019
Account Number:	053400-000/143600-00000
Amount of Refund:	$12,528.27

Upon review, by the Tax Office and Auditor's department, both agreed for placement of an agenda item on the Commissioners' Court agenda for approval as required by Tax Code Section 31.11 refund of erroneous payment.

Allison Nathan Getz, PCC
Tax Assessor-Collector
Jefferson County

8/24/20
Date

Patricia Moody
County Auditor employee

8/31/20
Date

JEFFERSON COUNTY COURTHOUSE • P.O. BOX 2112 • BEAUMONT, TEXAS 77704-2112
PHONE: (409) 835-8516 • FAX: (409) 835-8589

Texas Comptroller of Public Accounts | Form 50-181

Application for Tax Refund
Overpayments or Erroneous Payments

Allison Nathan Getz - Jefferson County Tax Assessor-Collector — 409-835-8516

Collection Office Name — Phone *(area code and number)*

P O Box 2112 Beaumont, TX 77704

Address, City, State, ZIP Code

Jefferson County, PAISD, City of Port Arthur, Port of Port Arthur, DD7, Sabine-Neches Navigation District

Collecting Tax For *(taxing units)*

GENERAL INSTRUCTIONS: This application is for use in requesting a tax refund pursuant to Tax Code Section 31.11 and Comptroller Rule 9.3039. To apply for a tax refund, the taxpayer or representative must complete Steps 1 through 4 of this application. The refund check will be made payable to the taxpayer and mailed to the taxpayer address provided below.

FILING INSTRUCTIONS: This document and all supporting documentation must be filed with the tax collector of the taxing unit for which you are requesting a refund. Do not file this document with the Texas Comptroller of Public Accounts. A directory with contact information for county tax offices may be found on the Comptroller's website.

SECTION 1: Taxpayer Information

Mary Simmons

Name of Taxpayer

Phone *(area code and number)* — Email Address*

1548 5th St Port Arthur, TX 77640

Mailing Address, City, State, ZIP Code

SECTION 2: Authorized Representative

Provide the information below if an agent has been appointed under Tax Code Section 1.111 to represent the taxpayer for tax matters. Attach a completed and signed Form 50-162, *Appointment of Agent for Property Tax Matters*, if the form has not been filed with the county appraisal district. Individual taxpayers handling tax matters on their own behalf skip to section 3.

Name of Authorized Representative — Title of Authorized Representative

Phone *(area code and number)* — Email Address*

Mailing Address, City, State, ZIP Code

SECTION 3: Property Information

053400-000/143600-00000 — OR — Tax Receipt Number

Appraisal District Account Number

1548 5th St Port Arthur, TX 77640

Location Address, City, State, ZIP Code

N 80' of Lt 1 Blk 121 City of Port Arthur

Legal Description *(or attach copy of the tax bill or tax receipt)*

Texas Comptroller of Public Accounts

Form 50-181

SECTION 4: Tax Payment Information

Complete the tax payment information requested below for each taxing unit from which refund is requested. A separate document containing the same information may be attached for additional taxing units, if necessary.

Name of Taxing Unit From Which Refund Is Requested	Year for Which Refund Is Requested	Date of Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1.			$	$
2.			$	$
3.			$	$
4.			$	$
5. see attached receipt		TOTAL	$	$ 12,528.27

Taxpayer's Reason for Refund *(attach supporting documentation)*

SECTION 5: Taxpayer Signature

I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct.

print here see attached email
Print Taxpayer Name

sign here
Taxpayer Signature — Date

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code, §37.10.

FOR COLLECTOR USE ONLY

SECTION 6: Tax Refund Determination

This tax refund is ☑ Approved ☐ Disapproved

print here Patricia Moody, Financial Analyst
Print Name and Title

sign here Patricia Moody — 8/31/20
Authorized Officer — Date

print here
Print Name and Title

sign here
Collector(s) of Taxing Unit(s) for Refund Applications Over (insert amount for which governing body approval is required under Tax Code Section 31.11) — Date

If the collector does not respond to this application on or before the 90th day after the date the application form is filed with the collector, this application is presumed to have been denied. The taxpayer may file suit against the taxing unit in the district court to compel payment of the refund if it is filed not later than the 60th date after the collector denies the application.

An email address of a member of the public could be confidential under Government Code Section 552.137; however, by including the email address on this form, you are affirmatively consenting to its release under the Public Information Act.

Property

From: Rodgers, Keitha <kerodgers@corelogic.com>
Sent: Thursday, August 13, 2020 2:42 PM
To: property@co.jefferson.tx.us
Cc: TAX-RA-Recoveries
Subject: Case 00460589 - Refund Request
Attachments: Case 00460589 Refund Request.pdf

Good afternoon,

- CoreLogic on behalf of Cenlar captured the wrong parcel when searching a new loan.
- CoreLogic captured parcel 05340000014360000000 with address 1548 5th St, Port Arthur, TX by mistake.
- Error parcel 05340000014360000000 belongs to Mary Simmons. She does not have a mortgage with Cenlar.
- Upon researching the incorrect parcel, CoreLogic found delinquent unpaid taxes on the incorrect parcel and paid these taxes in error.
    - Cenlar check #751287 $6,241.81
    - Cenlar check #751286 $6,286.46
    - Total amount of $12,528.27
- With further research on the new loan, CoreLogic recognized the correct address 1548 5th St W, Port Arthur, TX; the correct parcel is 05685000003810000000; and the property taxes were already paid by the Title Company for the Cenlar homeowner, Veronica Cruz.
- Please refund the $12,528.27 paid in error. These funds came from the new homeowner's escrow in error.
- Please send funds to CoreLogic, Attn: Recoveries, PO Box 9205, Coppell, TX 75019.

Thank you,

Keitha Rodgers
Senior Associate, Operation Services
Tax Loss Mitigation

CoreLogic
Phone 877-442-2797 ext 190431
recoveries.tax@corelogic.com

Direct Phone 817-699-2971
Direct Fax 817-826-0360
kerodgers@corelogic.com

Our Vision: Deliver unique property-level insights that power the global real estate economy

****
This message may contain confidential or proprietary information intended only for the use of the addressee(s) named above or may contain information that is legally privileged. If you are

not the intended addressee, or the person responsible for delivering it to the intended addressee, you are hereby notified that reading, disseminating, distributing or copying this message is strictly prohibited. If you have received this message by mistake, please immediately notify us by replying to the message and delete the original message and any copies immediately thereafter.

Thank you.

****

CLLD

CoreLogic Tax Services, LLC

August 13, 2020

Attn: Tax Collector
Jefferson County
1149 Pearl Street
Beaumont, TX 77701

Re: Case Number: 00460589

Dear Tax Collector:

CoreLogic Tax Services, LLC (CoreLogic) has discovered that a payment has been made in error in the amount of $12,528.27. The payment should have been applied for:

Client Name:	**Central Loan Administration**
Intended to Pay Parcel:	**05685000003810000000**

The payment was incorrectly applied to the following property:

Incorrect PIN #:	**05340000014360000000**
Situs Address:	**1548 5th St**
Incorrect H/O Name:	**Mary Simmons**
Tax Year/Installment:	**2007 / 1 and 2007 / 2**
Amount Disbursed:	**$6,286.46 / $6,241.81**

CoreLogic Tax Services, LLC does not have an interest in the incorrect parcel that was paid, nor is the incorrect parcel currently under service.

Please research your records to determine who provided the payment(s) posted to the parcel number 05340000014360000000, as we are seeking reimbursement of these payments. Please make check payable to CoreLogic and send to: PO Box 9205, Coppell, TX 75019-9214 and reference file 00460589. Please find attached documentation supporting our payment.

We sincerely apologize for this error and thank you for your prompt attention. If you have any questions, please feel free to contact us toll-free 1-877-442-2797 referencing the file number listed above. Our normal business hours are Monday through Friday, 8:00 a.m. to 4:00 p.m. Central Standard Time.

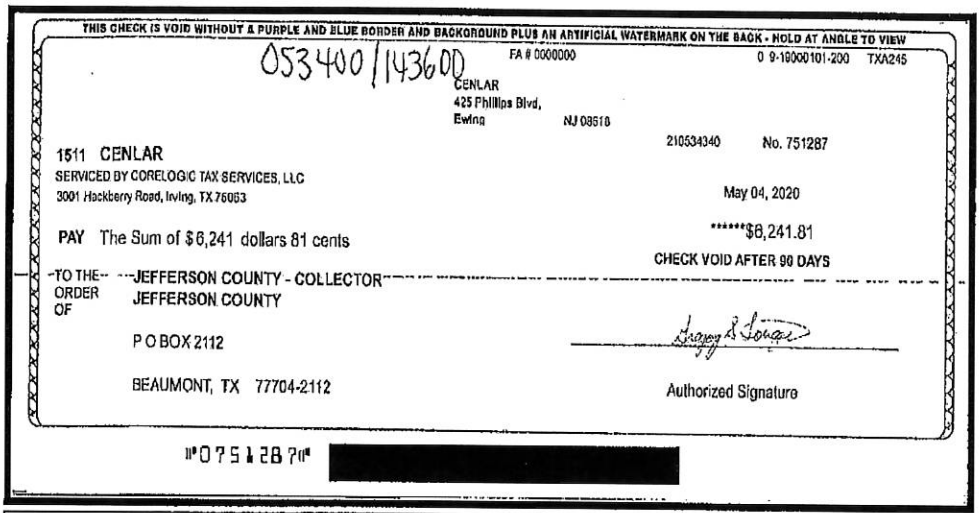
Sincerely,

CoreLogic Tax Services, LLC
Email Address: recoveries.tax@corelogic.com

Check Image

Bus. Date	Blk Num	Seq. Num	Serial	Acct. Num	Tran Code	Amount	Routing
05/15/2020	1286	577-00	751287	[redacted]	0	6241.81 - USD	[redacted]

Sort Pattern ID	Category	Bundle ID	Batch ID
80		0	2



THIS CHECK IS VOID WITHOUT A PURPLE AND BLUE BORDER AND BACKGROUND PLUS AN ARTIFICIAL WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW

053400/143600 FA # 0000000 0 9-10000101-200 TXA245

CENLAR
425 Phillips Blvd,
Ewing NJ 08618

210534340 No. 751287

1511 CENLAR
SERVICED BY CORELOGIC TAX SERVICES, LLC
3001 Hackberry Road, Irving, TX 75063

May 04, 2020

PAY The Sum of $6,241 dollars 81 cents ******$6,241.81

CHECK VOID AFTER 90 DAYS

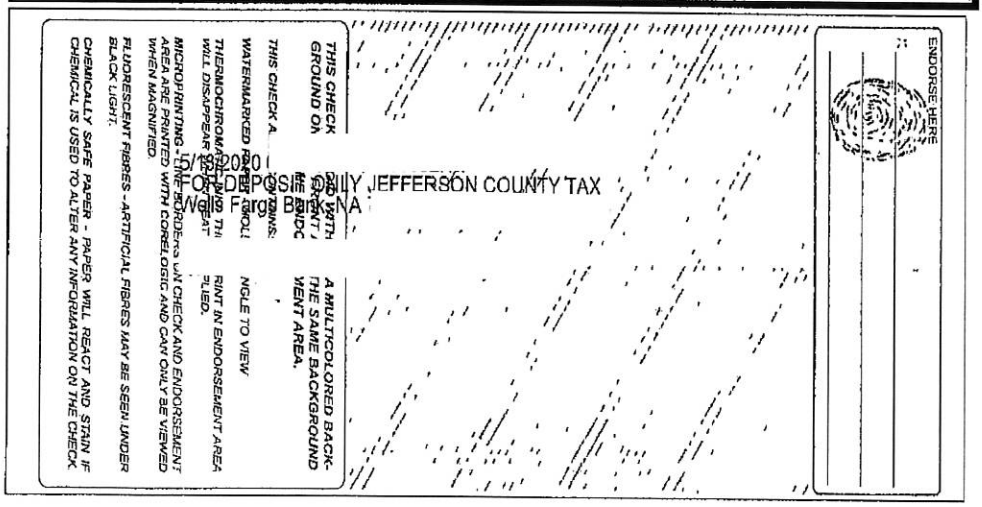
TO THE ORDER OF JEFFERSON COUNTY - COLLECTOR
JEFFERSON COUNTY

P O BOX 2112

BEAUMONT, TX 77704-2112

Authorized Signature

⑈0751287⑈ [redacted]



THIS CHECK HAS A BLUE BACKGROUND ON FRONT AND BACK WITH WATERMARKED SIGNATURE. HOLD AT ANGLE TO VIEW.

A MULTICOLORED BACKGROUND AND THE SAME BACKGROUND APPEAR IN ENDORSEMENT AREA.

THERMOCHROMATIC INK ON THIS CHECK WILL DISAPPEAR WHEN HEAT IS APPLIED.

MICROPRINTING THE BORDERS ON CHECK AND ENDORSEMENT AREA ARE PRINTED WITH CORELOGIC AND CAN ONLY BE VIEWED WHEN MAGNIFIED.

FLUORESCENT FIBRES - ARTIFICIAL FIBRES MAY BE SEEN UNDER BLACK LIGHT.

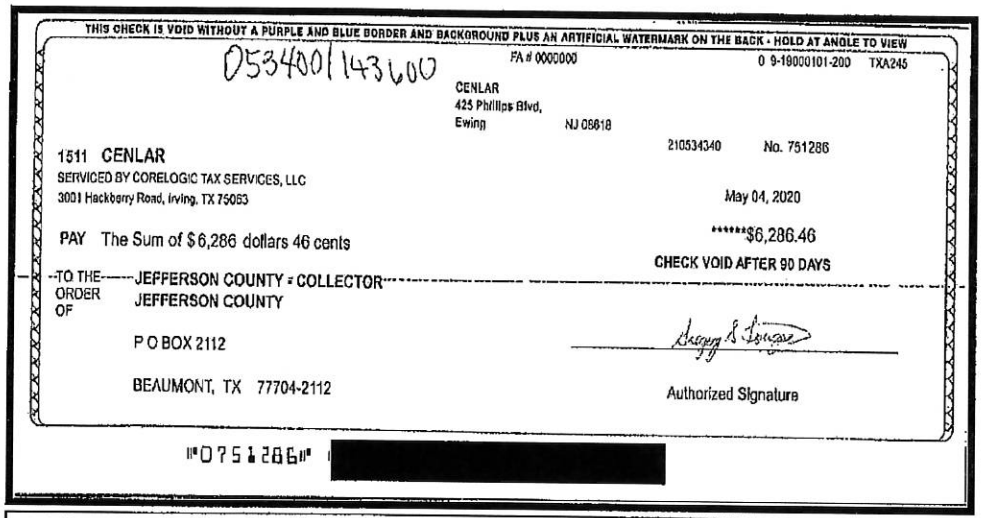
CHEMICALLY SAFE PAPER - PAPER WILL REACT AND STAIN IF CHEMICAL IS USED TO ALTER ANY INFORMATION ON THE CHECK.

5/18/2020
FOR DEPOSIT ONLY JEFFERSON COUNTY TAX
Wells Fargo Bank, NA

ENDORSE HERE

Check Image

Bus. Date	Blk Num	Seq. Num	Serial	Acct. Num	Tran Code	Amount	Routing
05/15/2020	1286	576-00	751286	[redacted]	0	6286.46 - USD	[redacted]
Sort Pattern ID	Category	Bundle ID	Batch ID				
80		0	2				



THIS CHECK IS VOID WITHOUT A PURPLE AND BLUE BORDER AND BACKGROUND PLUS AN ARTIFICIAL WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW

053400143600 FA # 0000000 0 9-19000101-200 TXA245

CENLAR
425 Phillips Blvd,
Ewing NJ 08618

1511 CENLAR
SERVICED BY CORELOGIC TAX SERVICES, LLC
3001 Hackberry Road, Irving, TX 75063

210534340 No. 751286

May 04, 2020

PAY The Sum of $6,286 dollars 46 cents ******$6,286.46

CHECK VOID AFTER 90 DAYS

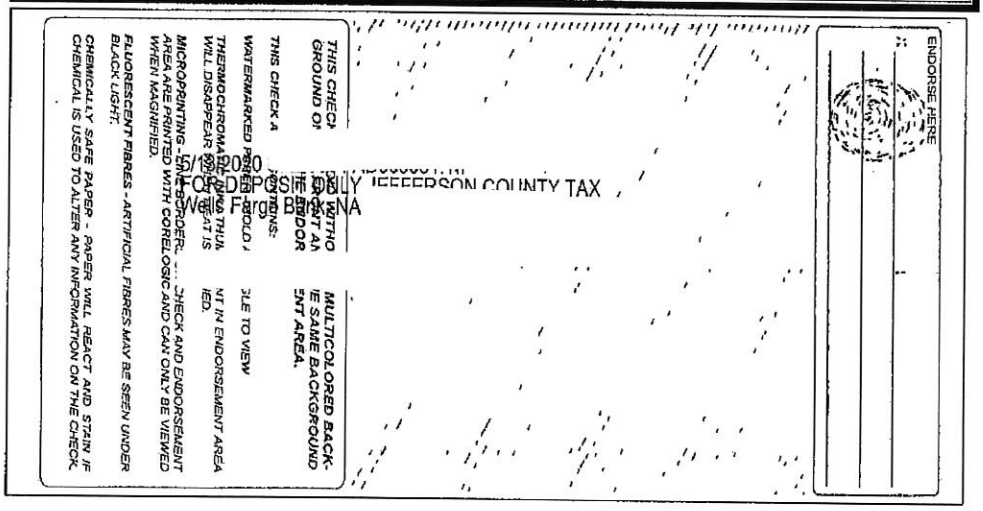
--TO THE ORDER OF JEFFERSON COUNTY = COLLECTOR
JEFFERSON COUNTY

P O BOX 2112

BEAUMONT, TX 77704-2112

Authorized Signature

⑈0751286⑈ [redacted]



THIS CHECK IS VOID WITHOUT A PURPLE AND BLUE BORDER AND BACKGROUND PLUS AN ARTIFICIAL WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW

THIS CHECK A
WATERMARKED PAPER. HOLD A
THERMOCHROMA WILL DISAPPEAR
MICROPRINTING AREA ARE PRINTED WITH CORELOGIC AND CAN ONLY BE VIEWED WHEN MAGNIFIED.
FLUORESCENT FIBRES - ARTIFICIAL FIBRES MAY BE SEEN UNDER BLACK LIGHT.
CHEMICALLY SAFE PAPER - PAPER WILL REACT AND STAIN IF CHEMICAL IS USED TO ALTER ANY INFORMATION ON THE CHECK.

5/15/2020
FOR DEPOSIT ONLY JEFFERSON COUNTY TAX
Wells Fargo Bank, NA

MULTICOLORED BACKGROUND
IE SAME BACKGROUND
ENT AREA.

ENDORSE HERE

JEFFERSON COUNTY

Shopping Cart

Payment Information

Begin a New Search

Return to the Previous Page

Account No.: 05340000014360000000

Receipt Date	Amount	Tax Year	Description	Payer
2020-05-12	$6,241.81	2014, 2015, 2016, 2017, 2018, 2019	Payment	CENLAR
2020-05-12	$6,286.46	2007, 2008, 2011, 2012, 2013, 2014	Payment	CENLAR
2020-05-12	($6,241.81)	2014, 2015, 2016, 2017, 2018, 2019	Reversal	SIMMONS MARY
2020-05-12	$6,241.81	2014, 2015, 2016, 2017, 2018, 2019	Payment	SIMMONS MARY
2020-05-12	($6,286.46)	2007, 2008, 2011, 2012, 2013, 2014	Reversal	SIMMONS MARY
2020-05-12	$6,286.46	2007, 2008, 2011, 2012, 2013, 2014	Payment	SIMMONS MARY

DUPLICATE TAX RECEIPT

ALLISON NATHAN GETZ, P.C.C.
JEFFERSON COUNTY TAX ASSESSOR - COLLECTOR
P.O. BOX 2112, BEAUMONT, TX 77704
EMAIL: PROPERTY@CO.JEFFERSON.TX.US
(409) 835-8516, WEBSITE: WWW.JEFFCOTAX.COM

Certified Owner:

SIMMONS MARY
1548 5TH ST
PORT ARTHUR , TX 77640-6647

Legal Description:

N 80' OF LT 1 BLK 121 CITY OF PORT ARTHUR

Parcel Address: 1548 5TH ST
Legal Acres: 0.0918

Deposit No: M0512202014A
Validation No: 900000058210867
Account No: 053400-000/143600-00000
Operator Code: DONNAS

Remit Seq No: 44157056 , 44157057
Receipt Date: 05/12/2020
Deposit Date: 05/12/2020
Print Date: 08/19/2020

Year	Tax Unit Name	Tax Value	Tax Rate Per/100	Levy Paid	P&I	Coll Fee Paid	Total
2019	Jefferson County	23,560	0.364977	85.99	11.18	0.00	97.17
2019	Port Arthur Isd	23,560	1.480890	348.90	45.36	0.00	394.26
2019	City Of Port Arthur	23,560	0.792000	186.60	24.26	0.00	210.86
2019	Port Of Port Arthur	23,560	0.199645	47.04	6.12	0.00	53.16
2019	Drainage District #7	23,560	0.311805	73.46	9.55	0.00	83.01
2019	Sabine-Neches Nav. Dist.	23,560	0.092067	21.69	2.82	0.00	24.51
2018	Jefferson County	21,810	0.364977	79.60	22.29	20.38	122.27
2018	Port Arthur Isd	21,810	1.485090	323.90	90.69	82.92	497.51
2018	City Of Port Arthur	21,810	0.792000	172.74	48.37	44.22	265.33
2018	Port Of Port Arthur	21,810	0.213134	46.48	13.01	11.90	71.39
2018	Drainage District #7	21,810	0.239850	52.31	14.65	13.39	80.35
2018	Sabine-Neches Nav. Dist.	21,810	0.092067	20.08	5.62	5.14	30.84
2017	Jefferson County	21,810	0.364977	79.60	31.84	22.29	133.73
2017	Port Arthur Isd	21,810	1.480987	323.00	129.20	90.44	542.64
2017	City Of Port Arthur	21,810	0.792000	172.74	69.10	48.37	290.21
2017	Port Of Port Arthur	21,810	0.169347	36.93	14.77	10.34	62.04

Check Number(s):
751286 , 751287

PAYMENT TYPE:
Checks: $12,528.27

Exemptions on this property:

Total Applied: $12,528.27

Change Paid: $0.00

ACCOUNT PAID IN FULL

PAYER:
CENLAR
SERVICED BY CORELOGIC TAX SERVICES LLC
3001 HACKBERRY ROAD
IRVING , TX 75063

DUPLICATE TAX RECEIPT

ALLISON NATHAN GETZ, P.C.C.
JEFFERSON COUNTY TAX ASSESSOR - COLLECTOR
P.O. BOX 2112, BEAUMONT, TX 77704
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Year	Tax Unit Name	Tax Value	Tax Rate Per/100	Levy Paid	P&I	Coll Fee Paid	Total
2017	Drainage District #7	21,810	0.199875	43.59	17.44	12.21	73.24
2017	Sabine-Neches Nav. Dist.	21,810	0.091640	19.99	8.00	5.60	33.59
2016	Jefferson County	21,810	0.365000	79.61	41.40	24.20	145.21
2016	Port Arthur Isd	21,810	1.353470	295.19	153.50	89.74	538.43
2016	City Of Port Arthur	21,810	0.792000	172.74	89.82	52.51	315.07
2016	Port Of Port Arthur	21,810	0.166645	36.35	18.90	11.05	66.30
2016	Drainage District #7	21,810	0.160545	35.01	18.21	10.64	63.86
2016	Sabine-Neches Nav. Dist.	21,810	0.091640	19.99	10.39	6.08	36.46
2015	Jefferson County	21,810	0.365000	79.61	50.95	26.11	156.67
2015	Port Arthur Isd	21,810	1.353140	295.12	188.88	96.80	580.80
2015	City Of Port Arthur	21,810	0.792000	172.74	110.55	56.66	339.95
2015	Port Of Port Arthur	21,810	0.156644	34.16	21.86	11.20	67.22
2015	Drainage District #7	21,810	0.165305	36.05	23.07	11.82	70.94
2015	Sabine-Neches Nav. Dist.	21,810	0.091640	19.99	12.79	6.56	39.34
2014	Jefferson County	21,810	0.365000	79.61	60.50	28.02	168.13
2014	Port Arthur Isd	21,810	1.353480	295.19	224.34	103.91	623.44

Check Number(s):
751286 , 751287

PAYMENT TYPE:
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Exemptions on this property:

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IRVING , TX 75063

28.1.10

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Year	Tax Unit Name	Tax Value	Tax Rate Per/100	Levy Paid	P&I	Coll Fee Paid	Total
2014	City Of Port Arthur	21,810	0.792000	172.74	131.28	60.80	364.82
2014	Port Of Port Arthur	21,810	0.214372	46.75	35.53	16.46	98.74
2014	Drainage District #7	21,810	0.170602	37.21	28.28	13.10	78.59
2014	Sabine-Neches Nav. Dist.	21,810	0.089374	19.49	14.81	6.86	41.16
2013	Jefferson County	21,810	0.365000	79.61	70.06	29.93	179.60
2013	Port Arthur Isd	21,810	1.353120	295.12	259.71	110.97	665.80
2013	City Of Port Arthur	21,810	0.792000	172.74	152.01	64.95	389.70
2013	Port Of Port Arthur	21,810	0.164725	35.93	31.62	13.51	81.06
2013	Drainage District #7	21,810	0.149917	32.70	28.78	12.30	73.78
2013	Sabine-Neches Nav. Dist.	21,810	0.029374	6.41	5.64	2.41	14.46
2012	Jefferson County	21,810	0.365000	79.61	79.61	31.84	191.06
2012	Port Arthur Isd	21,810	1.352600	295.00	295.00	118.00	708.00
2012	City Of Port Arthur	21,810	0.792000	172.74	172.74	69.10	414.58
2012	Port Of Port Arthur	21,810	0.128150	27.95	27.95	11.18	67.08
2012	Drainage District #7	21,810	0.140949	30.74	30.74	12.30	73.78
2012	Sabine-Neches Nav. Dist.	21,810	0.027870	6.08	6.08	2.43	14.59

Check Number(s):
751286 , 751287

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28.1.10

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Year	Tax Unit Name	Tax Value	Tax Rate Per/100	Levy Paid	P&I	Coll Fee Paid	Total
2011	Jefferson County	20,248	0.365000	73.91	82.78	31.34	188.03
2011	Port Arthur Isd	10,310	1.367600	141.00	157.92	59.78	358.70
2011	City Of Port Arthur	20,248	0.792000	160.36	179.60	67.99	407.95
2011	Port Of Port Arthur	20,248	0.128150	25.95	29.06	11.00	66.01
2011	Drainage District #7	20,248	0.140949	28.54	31.96	12.10	72.60
2011	Sabine-Neches Nav. Dist.	20,248	0.027311	5.53	6.19	2.34	14.06
2008	Jefferson County	15,860	0.365000	57.89	85.68	28.71	172.28
2008	Port Arthur Isd	5,860	1.311100	76.83	113.71	38.11	228.65
2008	City Of Port Arthur	15,860	0.760000	120.54	178.40	59.79	358.73
2008	Port Of Port Arthur	15,860	0.128150	20.32	30.07	10.08	60.47
2008	Drainage District #7	15,860	0.139650	22.15	32.78	10.99	65.92
2008	Sabine-Neches Nav. Dist.	15,860	0.022418	3.56	5.27	1.77	10.60
2007	Jefferson County	13,970	0.390000	54.48	87.17	28.33	169.98
2007	Port Arthur Isd	3,970	1.278400	50.75	81.20	26.39	158.34
2007	City Of Port Arthur	13,970	0.760000	106.17	169.87	55.21	331.25
2007	Port Of Port Arthur	13,970	0.128150	17.90	28.64	9.31	55.85

Check Number(s):
751286 , 751287

PAYMENT TYPE:
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28.1.10

DUPLICATE TAX RECEIPT

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JEFFERSON COUNTY TAX ASSESSOR - COLLECTOR
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Print Date: 08/19/2020

Year	Tax Unit Name	Tax Value	Tax Rate Per/100	Levy Paid	P&I	Coll Fee Paid	Total
2007	Drainage District #7	13,970	0.145809	20.37	32.59	10.59	63.55
2007	Sabine-Neches Nav. Dist.	13,970	0.024257	3.39	5.42	1.76	10.57
				$6,286.46	**$4,297.58**	**$1,944.23**	**$12,528.27**

Check Number(s):
751286 , 751287

PAYMENT TYPE:
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Exemptions on this property:

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Change Paid: $0.00

ACCOUNT PAID IN FULL

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SERVICED BY CORELOGIC TAX SERVICES LLC
3001 HACKBERRY ROAD
IRVING , TX 75063

28.1.10

ALLISON NATHAN GETZ
TAX ASSESSOR-COLLECTOR

Terry Wuenschel
CHIEF DEPUTY

September 3, 2020

Honorable Jeff Branick
County Judge
Jefferson County
Beaumont, Texas

Dear Judge Branick:

Please place an item on the September 8, 2020 Commissioners' Court agenda to consider and possibly approve "waiver of penalty and interest on this account pursuant to Sec. 33.011 of the *State Property Tax Code*."

For your information, Sec. 33.011 reads as follows: "The governing body of a taxing unit may provide for the waiver of penalties and interest on a delinquent tax if an act or omission of an officer, employee, or agent of the taxing unit caused the taxpayer's failure to pay the tax before the delinquency and if the tax is paid within 21 days after the taxpayer knows or should know of the delinquency."

It is my opinion that the account listed on ***Attachment A*** falls within the parameters of the code and should have penalties and interest waived as shown.

If you wish to review the back-up for the requests, contact Debbie Pletcher in my office. Your approval of these requests will be appreciated.

Sincerely,

Allison Nathan Getz
Assessor-Collector of Taxes
Jefferson County, Texas

ANG:ce

Attachment

cc: Eddie Arnold, Comm. Pct. #1
Brent Weaver, Comm. Pct. #2
Michael Sinegal, Comm. Pct. #3
Everette D. Alfred, Comm. Pct. #4
Patrick Swain, County Auditor

agenda-waivep&i

ACCT # NAME	YEAR	ENTITIES	LEVY	P&I THRU PMT DATE	LETTERS APPR	AMT OF WAIVER
300102-000/081000-00100	2015	1	$93.11	$54.44		$54.44
D & R POWERSOURCE EL		3	$365.25	$213.59		$213.59
		49	$56.27	$32.90		$32.90
		55	$23.38	$13.67		$13.67
		86	$22.30	$13.04		$13.04
TOTAL			$560.31	$327.64	-	$327.64
300102-000/081000-00100	2016	1	93.91	$43.59		$43.59
D & R POWERSOURCE EL		3	$366.50	$170.15		$170.15
		49	$56.76	$26.36		$26.36
		55	$23.58	$10.95		$10.95
		86	$21.17	$9.83		$9.83
TOTAL			$561.92	$260.88		$260.88
300102-000/081000-00100	2017	1	$93.91	$32.29		$32.29
D & R POWERSOURCE EL		3	$364.41	$125.29		$125.29
		49	$56.76	$19.52		$19.52
		55	$23.58	$8.11		$8.11
		86	$20.55	$7.07		$7.07
			$559.21	$192.28		$192.28
TOTAL - CONTINUED NEXT PAGE						

ACCT # NAME	YEAR	ENTITIES	LEVY	P&I THRU PMT DATE	LETTERS APPR	AMT OF WAIVER
300102-000/081000-00100	2018	1	$94.27	$21.04		$21.04
D & R POWERSOURCE EL		3	$365.83	$81.65		$81.65
		49	$56.98	$12.71		$12.71
		55	$23.78	$5.31		$5.31
		86	$21.00	$4.68		$4.68
TOTAL			$561.86	$125.39	-	$125.39
TOTAL			$0.00	$0.00		$0.00
TOTAL			$0.00 $2243.30	$0.00 $906.19		$0.00 $906.19

ATTACHMENT A
WAIVER OF P & I JEFFERSON COUNTY

TAXPAYER'S NAME ACCOUNT NUMBER	TOTAL LEVY PAID	WAIVER OF P & I REQUESTED
D & R POWERSOURCE	375.20	151.36
300102-000/081000-00100		
TOTAL	**375.20**	**151.36**

Please add this to the agenda for Sept. 8:
Consider and possibly approve a waiver of the minimum lot frontage for a subdivision of the property located at 11779 LaBelle Rd.

Thanks
Steven

JEFFERSON COUNTY SHERIFF'S OFFICE
Zena Stephens, Sheriff
5030 Hwy 69 S.
Beaumont, TX 77705
(409) 726-2500

Charlie Porter
Chief of Law Enforcement
cporter@co.jefferson.tx.us

John Shauberger
Chief of Corrections
jshauberger@co.jefferson.tx.us

MEMORANDUM

DATE: August 21, 2020

TO: Honorable Judge Jeff Branick
Commissioner Eddie Arnold
Commissioner Brent Weaver
Commissioner Michael Sinegal
Commissioner Everette "Bo" Alfred

FROM: Chief Deputy John Shauberger

RE: Resolution for Retiring Corrections Officer Mark Deshotel

Please consider and possibly approve a Resolution recognizing Mark Deshotel, for 26 years and 3 months of dedicated service to the Jefferson County Sheriff's Office and to the citizens of Jefferson County and in wishing him well in his retirement.

Sincerely,

Chief Deputy
John Shauberger

Resolution

STATE OF TEXAS § COMMISSIONERS COURT
§
COUNTY OF JEFFERSON § OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 8th day of September, 2020, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Everette D. Alfred, Commissioner of Precinct No. 4, the following Resolution was adopted:

WHEREAS, ***Mark F. Deshotel***, has devoted 26 years and 3 months of his life serving the people of Jefferson County with pride and professionalism; and

WHEREAS, ***Mark F. Deshotel***, has dedicated his talents and services as a Corrections Officer in the Correctional Facility for the Jefferson County Sheriff's Office; and

WHEREAS, ***Mark F. Deshotel,*** has pledged his services as a Corrections Officer at the Jefferson County Correctional Facility, as well as following policies, procedures, rules and regulations for the care and custody of inmates, working as a transfer officer, and as a work release officer, also responding to an emergency situations involving the evacuation of inmates for two hurricanes, for the Jefferson County Sheriff's Office; and

WHEREAS, through hard work and commitment to excellence, ***Mark F. Deshotel,*** has earned the respect of his colleagues and the citizens of Jefferson County; and

WHEREAS, having made a significant contribution to the Jefferson County Sheriffs' Office, ***Mark F. Deshotel,*** is recognized for his unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will always be missed by his friends and co-workers.

NOW THEREFORE, BE IT RESOLVED that the Jefferson County Commissioners Court does hereby honor and commend ***Mark F. Deshotel***, for his dedicated service as a valuable employee of Jefferson County and wishes him well in his retirement.

SIGNED this 8th day of September, 2020.

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

JEFFERSON COUNTY SHERIFF'S OFFICE
Zena Stephens, Sheriff
5030 Hwy 69 S.
Beaumont, TX 77705
(409) 726-2500

Charlie Porter
Chief of Law Enforcement
cporter@co.jefferson.tx.us

John Shauberger
Chief of Corrections
jshauberger@co.jefferson.tx.us

MEMORANDUM

DATE: August 21, 2020

TO: Honorable Judge Jeff Branick
Commissioner Eddie Arnold
Commissioner Brent Weaver
Commissioner Michael Sinegal
Commissioner Everette "Bo" Alfred

FROM: Chief Deputy John Shauberger

RE: Resolution for Retiring Corrections Officer Bryan James

Please consider and possibly approve a Resolution recognizing Bryan James, for 28 years and 10 months of dedicated service to the Jefferson County Sheriff's Office and to the citizens of Jefferson County and in wishing him well in his retirement.

Sincerely,

Chief Deputy
John Shauberger

Resolution

STATE OF TEXAS § COMMISSIONERS COURT
§
COUNTY OF JEFFERSON § OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 8th day of September, 2020, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Everette D. Alfred, Commissioner of Precinct No. 4, the following Resolution was adopted:

WHEREAS, ***Bryan F. James***, has devoted 28 years and 10 months of his life serving the people of Jefferson County with pride and professionalism; and

WHEREAS, ***Bryan F. James***, has dedicated his talents and services as a Corrections Officer in the Correctional Facility for the Jefferson County Sheriff's Office; and

WHEREAS, ***Bryan F. James,*** has pledged his services as a Corrections Officer, at the Jefferson County Correctional Facility, as well as following policies, procedures, rules and regulations for the care and custody of inmates, working as property room officer, and also responding to an emergency situations involving the evacuation of inmates for two hurricanes, for the Jefferson County Sheriff's Office; and

WHEREAS, through hard work and commitment to excellence, ***Bryan F. James,*** has earned the respect of his colleagues and the citizens of Jefferson County; and

WHEREAS, having made a significant contribution to the Jefferson County Sheriffs' Office, ***Bryan F. James,*** is recognized for his unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will always be missed by his friends and co-workers.

NOW THEREFORE, BE IT RESOLVED that the Jefferson County Commissioners Court does hereby honor and commend ***Bryan F. James***, for his dedicated service as a valuable employee of Jefferson County and wishes him well in his retirement.

SIGNED this 8th day of September, 2020.

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

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Charlie Porter
Chief of Law Enforcement
cporter@co.jefferson.tx.us

John Shauberger
Chief of Corrections
jshauberger@co.jefferson.tx.us

MEMORANDUM

DATE: September 3, 2020

TO: Honorable Judge Jeff Branick
Commissioner Eddie Arnold
Commissioner Brent Weaver
Commissioner Michael Sinegal
Commissioner Everette "Bo" Alfred

FROM: Chief Deputy John Shauberger

RE: Resolution for Retiring Corrections Officer Joey Hill

Please consider and possibly approve a Resolution recognizing joey Hill, for 27 years and 6 months of dedicated service to the Jefferson County Sheriff's Office and to the citizens of Jefferson County and in wishing him well in his retirement.

Sincerely,

Chief Deputy
John Shauberger

Resolution

STATE OF TEXAS	§	COMMISSIONERS COURT
	§	
COUNTY OF JEFFERSON	§	OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 8th day of September, 2020, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Everette D. Alfred, Commissioner of Precinct No. 4, the following Resolution was adopted:

WHEREAS, ***Joey M. Hill***, has devoted 27 years and 6 months of his life serving the people of Jefferson County with pride and professionalism; and

WHEREAS, ***Joey M. Hill***, has dedicated his talents and services as a Corrections Officer and as a Police Officer, in the Correctional Facility for the Jefferson County Sheriff's Office; and

WHEREAS, ***Joey M. Hill,*** has pledged his services as a Corrections Officer, working in the dorms, in Book In, in Releases, and in ID, and as a Peace Officer for the Transfer Department at the Jefferson County Correctional Facility, which includes following policies, procedures, rules and regulations for the care and custody of inmates, also responding to an emergency situations involving the evacuation of inmates for two hurricanes, for the Jefferson County Sheriff's Office; and

WHEREAS, through hard work and commitment to excellence, ***Joey M. Hill,*** has earned the respect of his colleagues and the citizens of Jefferson County; and

WHEREAS, having made a significant contribution to the Jefferson County Sheriffs' Office, ***Joey M. Hill,*** is recognized for his unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will always be missed by his friends and co-workers.

NOW THEREFORE, BE IT RESOLVED that the Jefferson County Commissioners Court does hereby honor and commend ***Joey M. Hill***, for his dedicated service as a valuable employee of Jefferson County and wishes him well in his retirement.

SIGNED this 8th day of September, 2020.

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

Regular, September 08, 2020

There being no further business to come before the Court at this time, same is now here adjourned on this date, September 08, 2020