

Invitation to Bid No. 170102
Pest Management Services
OPR: Maintenance



Lubbock County
916 Main, Suite 503
PO Box 10536
Lubbock, Texas 79408
(806)775-1014

January 29, 2017

Whom It May Concern,

Lubbock County Commissioners' Court will receive sealed bids on the following indicated merchandise until **2:00 P.M., Tuesday, February 14, 2017** in the Purchasing Office, Suite 503, Lubbock County Office Building, 916 Main Street, Lubbock, Texas 79401, at which time bids will be publicly opened and read aloud.

Bids will be evaluated and awarded in Commissioners' Court, *Monday, February 27, 2017*. However, bids must be firm for a 30-day period from bid opening date in case the Court desires additional evaluation time.

With uncertainty of mail delivery, the County cannot be responsible for bids which are not received before bid opening hour.

Inasmuch as comparison sheets are sent to all bidders, bid quotations will not be communicated by telephone. Interested bidders are encouraged to attend the bid opening should they desire quotations.

The County reserves the right to accept or reject any or all bids submitted, and shall be the sole judge in this matter.

Lubbock County is exempt from all city, state and federal sales tax. Your signed and otherwise correctly completed sealed bid (one copy only) should meet the following specifications or the Commissioners' Court may, at its option, refuse to consider the bid.

It is to be understood that upon the award of this bid / request for proposal the successful bidder(s) is/are responsible in complying with the Prompt Payment Act, effective July 1, 1986 (Government Code CHS. 2251.001 - 2251.043).

Vendors are required to have and maintain, at no cost to Lubbock County, insurance of the types and amounts as required by law and/or the bid specifications.

In those instances where manufacturer and/or model numbers of equipment/materials are referenced as "equal in quality" it is not the County's intent to rule out other manufacturers, nor will the named manufacturer receive preferential treatment. Lubbock County is the sole judge in determining the suitability of items bid.

Should vendors have deviations from bid specifications all deviations must be listed on a self-scribed attachment. This attachment must also be signed by an authorized company representative and be attached to the vendor's original bid.

Lubbock County, Texas is subject to the Texas Public Information Act, Chapter 552, Texas Government Code. Proposals submitted to Lubbock County, Texas in response to this RFP are subject to release by the County as public information. If the Proposer believes that the proposal, or parts of it are confidential, as proprietary information, (s)he must specify that either all or part is excepted, and provide specific and detailed justification for its claim of confidentiality. Vague and general claims to confidentiality are not acceptable. All proposals or parts of the proposals which are not marked as confidential will be considered public information after a contract has been awarded. The successful proposal may be considered public information even though parts are marked confidential.

Lubbock County, Texas assumes no responsibility for asserting legal arguments on behalf of Proposers. Proposers are advised to consult with their legal counsel concerning disclosure issues resulting from this proposal process and to take precautions to safeguard trade secrets and other proprietary information.

The validity of any Agreement resulting from this solicitation, and of any of its terms or provisions, as well as the rights and duties of the parties there under shall be governed by the law of the State of Texas and all venue shall be in Lubbock County, Texas. Your submission in response to this solicitation indicates your understanding of, and agreement with this provision.

**Bid #170102 Specifications
Pest Management Services
Lubbock County Buildings**

The purpose of this bid is to provide Lubbock County with a source to provide pest management services at the prices offered herein, for the term of the Agreement. Bidders should read the entire set of specifications carefully, as these will form the contractual Agreement with Lubbock County. Failure to comply with the specifications may provide grounds for termination of the Agreement.

1. Bid Submittal and Qualifications

Bidder shall have the responsibility to inspect facilities listed in these specifications if necessary prior to bidding. All inspections shall be arranged through the Lubbock County Maintenance Department, Phone: 806-775-1006.

Bidder must render a bid detailing specific charges for each of the facilities listed below.

Bids shall be considered only from bidders who possess all required licenses and are regularly established in business, financially responsible, able to show evidence of satisfactory past performance and ready, willing and able to render prompt and satisfactory services.

Each bidder shall furnish with the bid documentation specifically proving:

- a. The company, at the time of bid submission, possesses in good standing all required licenses;
- b. The company, at the time of bid submission, is in compliance with Texas Labor Code Chapter 401 (Texas Workers Compensation Act).
- c. The company, at the time of bid submission, carries comprehensive general liability insurance;
- d. The company has been in business for at least five (5) years; and
- e. The company has available under its direct employment and supervision the necessary personnel organization and facilities to properly fulfill all service requirements and conditions under these specifications.

Failure by bidder to present any of the above required information at the time of submitting the bid may exclude the bidder from award of the bid at the sole discretion of Lubbock County.

Each contractor shall provide the names, addresses, telephone numbers and contact people of three (3) current customers who have contracts for service similar to the service required by these specifications.

Bidders shall provide the name and address of the trained entomologist either on the bidder's

staff or to which bidder has access as a consultant and specify if the entomologist is board certified.

2. Contract

The contract for pest management services shall begin on March 1, 2017 and continue until February 28, 2018 unless sooner terminated, with the option for five (5) one year renewals under the same terms as the original Agreement. Either party may terminate this Agreement with or without cause with thirty (30) days written notice. The successful bidder will be required to sign an Agreement substantially like that found in Attachment 1.

The validity of any Agreement resulting from this solicitation, and of any of its terms or provisions, as well as the rights and duties of the parties there under, shall be governed by the law of the State of Texas and all venue shall be in Lubbock County, Texas. Your submission in response to this solicitation indicates your understanding of, and agreement with this provision.

In compliance with House Bill 1295, the successful bidder will be required to file a Disclosure of Interested Parties form on the Texas Ethics Commission webpage and file the original with Lubbock County prior to the contract being awarded by Commissioners Court. You can find the form and more information on completing the form at https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

3. Scope of Work

Contractor shall furnish all supervision, labor, materials and equipment necessary to provide pest management services in the following facilities (hereinafter referred to collectively as County Buildings) and on the days/hours indicated. Normal Business Hours are 8 am to 5 pm; After Hours are Monday after 5 pm.

- Lubbock County Courthouse, 904 Broadway (After Hours)
- Lubbock County Office Building, 916 Main Street (After Hours) (see note 1)
- Lubbock County Law Enforcement Center, 712 Broadway (Normal Business Hours)
- Lubbock County Work Release, 801 Main Street (Normal Business Hours)
- Community Supervision and Corrections, 701 Main Street (Normal Business Hours)
- Lubbock County Maintenance Complex (to include welding and carpenter shops), 915 Buddy Holly Avenue (After Hours)
- Lubbock County Sheriff's Garage, 811 10th Street (Normal Business Hours)
- Lubbock County Jury Pool/Elections Office, 1302 & 1308 Crickets Avenue (Normal Business Hours)
- Warehouse, 914 Crickets Avenue (Normal Business Hours)
- Lubbock County Records Center, 1402 Avenue E (Normal Business Hours)
- Lubbock County Juvenile Justice Center, 2025 North Akron (Normal Business Hours)
- Lubbock County Detention Center, 3502 North Holly (Normal Business Hours)
- Lubbock County Vehicle Impound Warehouse, 3602 E. Kent (Normal Business Hours)

- Lubbock County Jail Warehouse, 3502 North Holly Ave. (Normal Business Hours)
- Lubbock County Job Trailer, 3701 North Holly Ave. (Normal Business Hours)
- Community Corrections Facility, 3501 North Holly Ave. (Normal Business Hours)
- Vehicle Maintenance Facility, 3501 N Holly Ave. (Normal Business Hours)
- Wolfforth Community Center, 115 Park Road, Wolfforth, TX
- New Deal Community Center, 405 S. Monroe, New Deal, TX
- Idalou Community Center, 202 W. 7th Street, Idalou, TX
- Shallowater Community Center, 902 Avenue H, Shallowater, TX

Note 1: Entire building including non-County tenants.

The contractor shall adequately suppress the following pests in, on or adjacent to County Buildings:

- a. Populations of rodents, prairie dogs and gophers;
- b. Flies, spiders, ants, cockroaches, crickets, bees, wasps, beetles, bed bugs and any other arthropod pests; and
- c. Birds, bats and snakes.

Preventative pesticide application primarily shall be according to a regular schedule. Each facility shall be sprayed at least one time each month with a product leaving no residue on floors, walls or wall bases. All pesticide applications for the given month must be completed on a Saturday of the given month and scheduled with the Lubbock County Maintenance Department at 775-1006.

In all County office buildings preventative spraying shall include all office, closet, restroom, hallway and corridor wall bases. At the Lubbock County Detention Center preventative spraying shall include all pipe chase wall bases, plumbing holes in walls, space above the kitchen ceiling and wall bases in all officer corridors. Cells are not to be sprayed.

Supplemental treatments shall be performed as needed and upon request by the Lubbock County Director of Facilities.

As a general rule, rodent control inside occupied buildings shall be accomplished with trapping devices. All such devices shall be concealed out of general view and in protected areas so as not to be affected by routine cleaning and other operations. Trapping devices shall be checked regularly. Trapping shall not be performed during periods when maintenance will be delayed by holidays, etc. The contractor shall be responsible for disposing of all trapped rodents and all rodent carcasses in an appropriate and timely manner.

In circumstances when rodenticide is deemed essential for adequate rodent control inside occupied buildings, the contractor shall obtain the approval of the Lubbock County Director of Facilities prior to making any interior rodenticide treatment. All rodenticide, regardless of packaging, shall be placed either in locations inaccessible to children, pets, wildlife and domestic animals or in EPA-approved, tamper-resistant bait boxes. As a general rule, rodenticide application outside buildings shall emphasize the direct treatment of rodent borrows, wherever feasible.

4. Pesticide Handling and Application

The contractor shall be responsible for application of pesticides according to the label. All pesticides used by the contractor must be registered with the United States Environmental Protection Agency (EPA) and the State of Texas. Transport, handling and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable Federal, State and local laws and regulations. If at any time, any product in use by the contractor is deemed to be unsafe by any agency with jurisdiction or by the Lubbock County Director of Facilities, the contractor shall immediately cease use of the product.

When selecting pesticide products, highest priority shall be given to use of products on the Green and Yellow lists, in that order, according to the criteria established in the most recent Structural Pest Control Board definitions of these products (*Title 22, Texas Administrative Code, §595.12f*).

The contractor shall not store or dispose of any pesticide product on any County property. The contractor shall not sell, share or make available any pesticide products to any non-licensed County employee.

All pesticides must be transparent when dry. Contractor shall be responsible for removal of visible pesticide traces and re-application of pesticide when necessary.

5. Indemnification

Contractor shall indemnify and hold Lubbock County harmless from and against any and all claims, demands, costs, liabilities and losses including, but not limited to, reasonable attorney's fees which may arise out of any acts or failure to act by the contractor, its employees, agents or contractors in connection with the performance of services pursuant to this contract.

6. Program Evaluation

Contractor shall establish a complete quality control program to evaluate the effectiveness of the treatments. Within five (5) working days prior to the starting date of the contract, the contractor shall submit a copy of its program to the Lubbock County Director of Facilities. The program shall include a quality control checklist for the approval of the Lubbock County Director of Facilities.

**Bid Number 170102
Pest Management Services**

Bid Response Sheet

In compliance with the Invitation to Bid #170102, the undersigned Bidder having examined the Invitation to Bid and Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items and/or services listed below and agrees to deliver said items at the locations and for the prices set forth on this form. The Invitation to Bid #170102 is by this reference incorporated in this contract. This is an "all or nothing" bid.

Facility	Cost per Month
Lubbock County Courthouse, 904 Broadway	\$
Lubbock County Office Building, 916 Main Street	\$
Lubbock County Law Enforcement Center, 712 Broadway	\$
Lubbock County Work Release, 801 Main Street	\$
Community Supervision and Corrections, 701 Main	\$
Lubbock County Maintenance Complex, 915 Buddy Holly Avenue	\$
Lubbock County Sheriff's Garage, 811 10 th Street	\$
Lubbock County Jury Pool/Elections Office, 1302 &1308 Crickets Ave.	\$
Warehouse, 914 Crickets Ave.	\$
Lubbock County Records Center, 1402 Avenue E	\$
Lubbock County Juvenile Justice Center, 2025 North Akron	\$
Lubbock County Detention Center, 3502 North Holly Ave.	\$
Lubbock County Vehicle Impound Warehouse, 3602 E. Kent	\$
Lubbock County Jail Warehouse, 3502 North Holly Ave.	\$
Lubbock County Job Trailer, 3701 North Holly Ave.	\$
Community Corrections Facility, 3501 North Holly Ave.	\$
Vehicle Maintenance Facility, 3501 N. Holly Ave.	\$
Wolfforth Community Center, 115 Park Road, Wolfforth, TX	\$
New Deal Community Center, 405 S. Monroe, New Deal, TX	\$
Idalou Community Center, 202 W. 7 th , Idalou, TX	\$
Shallowater Community Center, 902 Avenue H, Shallowater, TX	\$
Total per Month for All Buildings:	\$

Please provide pricing for the following services which are in addition to the regular monthly service:

Price per application for perimeter spraying of the Detention Center	\$
Price per application for perimeter spraying of the Juvenile Justice Center	\$
Price per application for fogging the Jail warehouse.	\$
Price per application for bed bug treatment (price per bed).	\$
Monthly monitoring of rodent traps at Detention Center.	\$
Price per Rodent Trap	\$
Price per mound for Prairie Dogs	\$
Price per mound for Pocket Gophers	\$

THIS BID IS SUBMITTED BY _____ a corporation organized under the laws of the State of _____, or a partnership consisting of _____

or individual trading as _____ of the City of _____

Firm: _____

Address: _____

City: _____ State: _____ Zip _____

Telephone: _____ Fax: _____ E-Mail: _____

By: _____ / _____ Date: _____

Signature

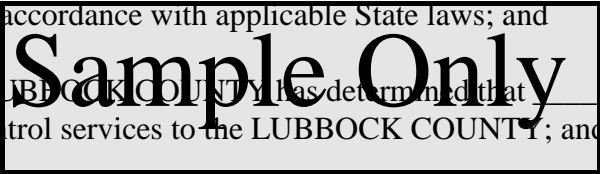
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STATE OF TEXAS § CONTRACT NUMBER ___ -
 §
COUNTY OF LUBBOCK § PEST MANAGEMENT SERVICES

WHEREAS, LUBBOCK COUNTY has determined there is a need to provide for pest management at County facilities; and

WHEREAS, LUBBOCK COUNTY has requested and reviewed proposals for pest management services in accordance with applicable State laws; and

WHEREAS, LUBBOCK COUNTY has determined that _____
can best provide pest control services to the LUBBOCK COUNTY; and



WHEREAS, this agreement is made between _____
(hereinafter referred to as "CONTRACTOR") and the COUNTY OF LUBBOCK, TEXAS
(hereinafter referred to as "COUNTY") acting by and through its duly authorized representative
Lubbock County Judge Tom Head.

NOW THEREFORE, the parties agree as follows:

ARTICLE I
RETENTION OF CONTRACTOR

COUNTY hereby retains CONTRACTOR as an independent contractor and not an employee for services more particularly described in this Agreement.

ARTICLE II
TERM OF AGREEMENT

Regardless of the date of execution, this Agreement shall become effective March 1, 2017 and continue in full force until February 28, 2018 unless sooner terminated as provided herein, with the option for five (5) one year renewals under the same terms as the original Agreement. Should this Agreement naturally expire without alternative provisions, this agreement shall continue in force on a month to month basis under the same terms.

ARTICLE III
CREDENTIALING

CONTRACTOR shall select and assign specific personnel to provide services for COUNTY under this Agreement and shall provide COUNTY with current copies of all licensure, credentialing and insurance information as required by State law. All such information shall be provided at the time of execution of this Agreement.

ARTICLE IV
TERMINATION

The parties hereto understand and agree that after a good faith effort has been made toward the success and performance of the Agreement, if either party believes in its sole judgment that the Agreement cannot be successfully continued for any reason, either party may terminate the Agreement NINETY (90) calendar days from receipt of said notice. Thereafter, this Agreement shall terminate, become null and void and be of no further force or effect.

This Agreement shall immediately and automatically terminate upon the occurrence of any one of the following:

1. Dissolution of CONTRACTOR.
2. CONTRACTOR abandons its duties in accordance with the provisions of Article V (Duties of Contractor).
3. Failure of CONTRACTOR to perform its responsibilities under this Agreement in the highest professional manner.
4. Any substantiated allegation of criminal wrongdoing on the part of CONTRACTOR which would substantially interfere with the performance of the duties set out herein.
5. Failure by COUNTY to cure any default or breach under this Agreement within ten (10) days after giving notice in writing.
6. Whenever CONTRACTOR and COUNTY mutually agree to termination in writing.

Upon termination of this agreement under any provision, CONTRACTOR shall be entitled to receive only the unpaid accrued compensation as of the date of termination minus any reasonable costs incurred by COUNTY to fulfill CONTRACTOR's obligations under this Agreement.

ARTICLE V
DUTIES OF CONTRACTOR

CONTRACTOR shall be responsible for all duties specified in Bid Specification Number 170102 (Exhibit A) and CONTRACTOR's response (Exhibit B) which by this reference are incorporated in full into this agreement, and include but are not limited to the following:

1. CONTRACTOR shall furnish all supervision, labor, materials and equipment necessary to provide pest management services in the following facilities (herein referred to collectively as County Buildings):
 - Lubbock County Courthouse, 904 Broadway (After Hours)
 - Lubbock County Office Building, 916 Main Street (After Hours) (see note 1)
 - Lubbock County Law Enforcement Center, 712 Broadway (Normal Business Hours)
 - Lubbock County Work Release, 801 Main Street (Normal Business Hours)

- Community Supervision and Corrections, 701 Main Street (Normal Business Hours)
- Lubbock County Maintenance Complex (to include welding and carpenter shops), 915 Buddy Holly Avenue (After Hours)
- Lubbock County Sheriff's Garage, 811 10th Street (Normal Business Hours)
- Lubbock County Jury Pool/Elections Office, 1302 & 1308 Crickets Avenue (Normal Business Hours)
- Warehouse, 914 Crickets Avenue (Normal Business Hours)
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- Lubbock County Jail Warehouse, 3502 North Holly Ave. (Normal Business Hours)
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- New Deal Community Center, 405 S. Monroe, New Deal, TX
- Idalou Community Center, 202 W. 7th Street, Idalou, TX
- Shallowater Community Center, 902 Avenue H, Shallowater, TX

2. The CONTRACTOR shall adequately suppress the following pests in, on or adjacent to County Buildings:

- Populations of rodents, prairie dogs and gophers;
- Flies, spiders, ants, cockroaches, crickets, bees, wasps, beetles and any other arthropod pests; and
- Birds, bats and snakes.

3. Preventative pesticide application primarily shall be in accordance to a regular schedule. Each facility shall be sprayed at least one time per month with a product leaving no residue on floors, walls or wall bases.

4. All pesticide applications for a given month must be completed in accordance with the schedule specified for each facility and be scheduled in advance with the Lubbock County Maintenance Department at 775-1006.

5. In all county office buildings, preventative spraying shall include all office, closet, restroom, hallway and corridor wall bases. At the Lubbock County Jail preventative spraying shall include all pipe chase wall bases, plumbing holes in walls, space above the kitchen ceiling and wall bases in all officer corridors. Cells are not to be sprayed.

6. Supplemental treatments shall be performed as needed and upon request of the Lubbock

County Director of Facilities.

7. CONTRACTOR shall not store or dispose of any pesticide product on any County property. CONTRACTOR shall not sell, share or make available any pesticide products to any non-licensed County employees.

8. All pesticides must be transparent when dry. CONTRACTOR shall be responsible for removal of visible pesticide traces and re-application of pesticide when necessary.

ARTICLE VI DUTIES OF COUNTY

COUNTY shall make payments to CONTRACTOR as specified in ARTICLE VII.

ARTICLE VII RATES

COUNTY shall pay directly to CONTRACTOR no more than \$_____ per month in accordance with CONTRACTOR's response to Bid Number 170102 which with the Bid Specifications for Bid Number 170102 are by this reference incorporated in full into this Agreement. Payments will be made in monthly installments after approval at a regularly scheduled meeting of the Lubbock County Commissioners Court. The Lubbock County Commissioners Court generally meets the second and fourth Mondays of each month. COUNTY shall make all payments to CONTRACTOR and shall under no circumstances make any payments directly to CONTRACTOR's personnel for any services rendered to COUNTY.

ARTICLE VIII RELATIONSHIP OF PARTIES

None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of affecting the provisions of this Agreement.

CONTRACTOR understands and agrees that COUNTY shall not withhold from compensation payable to CONTRACTOR any sums for income tax, unemployment insurance, social security or other withholding pursuant to any law or required by any governmental authority and that payments of such amounts as may be required by law are and shall be the sole responsibility for CONTRACTOR which does hereby indemnify and hold COUNTY harmless from any and all costs or damages arising out of or in any way connected with the payment or nonpayment of such amounts.

It is expressly acknowledged and agreed that neither of the parties, nor any of their employees shall be construed to be agent, employer or representative of the other nor shall any provision of this Agreement create any right in COUNTY to exercise control or direction over the business of CONTRACTOR provided, however, that all services provided to COUNTY hereunder shall be provided and delivered at all times in a manner consistent with the standards of CONTRACTOR's profession, the terms of this Agreement and all applicable laws, rules and regulations of authorities having jurisdiction over COUNTY.

Personnel provided by CONTRACTOR are not employees of COUNTY nor are they entitled to any direct compensation nor any benefits or rights of COUNTY employees as from time to time may be established, and shall provide services for the benefit of COUNTY through CONTRACTOR and only pursuant to this Agreement.

COUNTY has hired contractor to provide pest management services. As such, CONTRACTOR has the duty and obligation to perform all obligations to COUNTY under this Agreement in the highest professional manner. No property owned by or referencing COUNTY or one of its subdivisions shall be used by any employee, staff member or representative of CONTRACTOR without express approval by the authorized COUNTY representative and then shall be used only for professional purposes within the parameters of this Agreement.

ARTICLE IX **INSURANCE**

CONTRACTOR, at no cost to COUNTY, shall have and maintain at all times insurance of the types and amounts required in the bid specifications.

ARTICLE X **INDEMNIFICATION**

CONTRACTOR shall indemnify and hold COUNTY harmless from and against any and all claims, demands, costs, expenses, liabilities and losses (including reasonable attorney's fees) which may arise out of any acts or failure to act of CONTRACTOR, its employees, agents or contractors in connection with the performance of services pursuant to this Agreement.

ARTICLE XI **MISCELLANEOUS**

This agreement, Specifications for Bid Number 170102 and CONTRACTOR's response to Bid Number 170102 constitute the entire understanding between the parties, and no other agreements, representations or contract shall be binding on any of the parties unless set forth in writing and signed by all parties. Should the documents comprising this understanding contain conflicting provisions, provisions of the Bid Specifications shall have priority.

This Agreement supersedes all other prior agreements, either oral or written between the parties with respect to the professional services to be provided by CONTRACTOR to COUNTY and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner.

Each party to this Agreement acknowledges that no inducements or promises, oral or otherwise, have been made by any party or anyone acting on behalf of any party that are not embodied in this Agreement.

The invalidity or unenforceability of any term or provision of this Agreement shall in no way affect the validity or enforceability of any other term or provision.

Neither party under this Agreement shall have the right to assign or transfer its rights to any third party without prior written consent of the other party.

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the law of the State of Texas and all venue shall be in Lubbock County, Texas.

ARTICLE XII
NOTICES

All notice required under this Agreement shall be sent postage prepaid U.S. Mail or hand delivered to the parties at the following addresses:

CONTRACTOR: _____

COUNTY: Lubbock County Judge
 P.O. Box 10536
 Lubbock County Courthouse, 904 Broadway
 Lubbock, Texas 79408

Signed on this the _____ day of _____ 20__.

LUBBOCK COUNTY, TEXAS: _____:

Tom Head
County Judge

ATTEST:

Kelly Pinion
Lubbock County Clerk

REVIEWED AS TO CONTENT:

Lyle Fetterly

Director, Facility Maintenance

REVIEWED FOR FORM ONLY:

Andrew Wipke
Civil Division
Lubbock County District Attorney Office