

Notice of Meeting and Agenda and Minutes
December 22, 2020

SPECIAL, 12/22/2020 10:30:00 AM

BE IT REMEMBERED that on December 22, 2020, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge (ABSENT)

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2 (ABSENT)

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff (ABSENT)

Chief Shauberger

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

Theresa Goodness, Chief Deputy

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

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December 22, 2020

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**
December 22, 2020

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **22nd day of December 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 **Special** for the purpose of transacting the routine business of the County. Persons with disabilities requiring auxiliary aids for services who wish to attend this meeting should contact the County Judge's Office to arrange for assistance.

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

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 # 226-8915 #. 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: Michael S. Sinegal, Commissioner, Precinct Three

PLEDGE OF ALLEGIANCE: Everette "Bo" Alfred, Commissioner, Precinct Four

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PURCHASING:

1. Receive and file bids for Invitation for Bid (IFB 20-053/JW) Mobile Pressure Washer for the Jack Brooks Regional Airport.

SEE ATTACHMENTS ON PAGES 15 - 75

Motion by: Commissioner Arnold

Second by: Commissioner Sinegal

In favor: Commissioner Arnold, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

2. Consider and approve award for Invitation for Bid (IFB 20-052/YS), Keith Lake Boat Ramp Modification with BDS Constructors, LLC dba MK Constructors; as shown on Attachment A.

SEE ATTACHMENTS ON PAGES 76 - 76

Motion by: Commissioner Arnold

Second by: Commissioner Sinegal

In favor: Commissioner Arnold, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

3. Consider and approve, execute, receive and file a contract renewal for (IFB 19-062/YS), Term Contract for Inmate Shoes for Jefferson County with PRIDE Enterprises for a first additional one (1) year renewal from January 6, 2021 through January 5, 2022.

SEE ATTACHMENTS ON PAGES 77 - 77

Motion by: Commissioner Arnold

Second by: Commissioner Sinegal

In favor: Commissioner Arnold, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

4. Consider and approve, execute, receive and file Amendment No. 2 (two) to contract (RFP 18-034/YS), Janitorial Services for Jefferson County. This amendment will change service cost of \$13,000.00 annually to \$39,000.00 annually due to the increase from 2,476 square feet to 3,255, and additional upgrades for the Mid-County Tax Office.

SEE ATTACHMENTS ON PAGES 78 - 78

Motion by: Commissioner Arnold

Second by: Commissioner Sinegal

In favor: Commissioner Arnold, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

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5. Consider and approve, execute, receive and file agreements with LexisNexis and Jefferson County for ACCURINT Government Services (online access) for multiple departments; as shown on ATTACHMENT B. These agreements are for a one-year term, from January 1, 2021 through December 31, 2021; with the option to renew annually for a cost increase of 3% each year.

SEE ATTACHMENTS ON PAGES 79 - 141

Motion by: Commissioner Arnold
Second by: Commissioner Sinegal
In favor: Commissioner Arnold, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

6. Consider and approve award, execute, receive and file a contract for (IFB 20-053/JW) Mobile Pressure Washer for the Jack Brooks Regional Airport with Blastrac NA Inc. d/b/a Cyclone Technology, LLC. in the amount of \$168,500.00. Funding provided by the CARES ACT GRANT.

SEE ATTACHMENTS ON PAGES 142 - 210

Motion by: Commissioner Arnold
Second by: Commissioner Sinegal
In favor: Commissioner Arnold, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

7. Consider and approve, execute, receive and file Change Order No. 1 for (JOC 20-034/DC) with SETEX Construction Corp. for the Radio Tower Replacement, Winnie, Texas for laminate mats for construction access in marsh area due to excessive rain in the amount of \$2,512.52. This will increase the total amount from \$262,104.94 to \$264,617.46. This is in accordance with Choice Partners JOC Texas Contract 15/041JN-11-2015.

SEE ATTACHMENTS ON PAGES 211 - 213

Motion by: Commissioner Arnold
Second by: Commissioner Sinegal
In favor: Commissioner Arnold, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

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8. Request approval to release retainage to Texas Materials Group, Inc. d/b/a Gulf Coast, a -CRH Company for (IFB 17-024/JW), Taxiway D (Phase IV) at Jack Brooks Regional Airport for a revised amount of \$364,269.06, for Revised Final Payment Application No. 2000064489. This is a revision to the retainage amount originally approved on October 20, 2020 reflects a previously credited amount of \$20.01.

SEE ATTACHMENTS ON PAGES 214 - 226

Motion by: Commissioner Arnold

Second by: Commissioner Sinegal

In favor: Commissioner Arnold, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

9. Consider and approve replacement of the microwave backup at Jefferson County Radio Tower structure located at Hwy 73-9.3 miles East of Boondocks Rd., Hamshire, Texas with Bearcom, in the amount of \$20,622.78. This is in accordance with HGAC Contract RA0518. Funds are available through Capital Projects. Cost is shared by all local entities in Jefferson, Hardin, and Orange Counties.

SEE ATTACHMENTS ON PAGES 227 - 227

Motion by: Commissioner Arnold

Second by: Commissioner Sinegal

In favor: Commissioner Arnold, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

CONSTABLE PRECINCT 6:

10. Consider and possibly adopt a Resolution recognizing Chief Deputy Karl J. Holmes for 38 years and 2 months of dedicated service to Jefferson County and wishing him well in his retirement.

SEE ATTACHMENTS ON PAGES 228 - 229

Motion by: Commissioner Sinegal

Second by: Commissioner Arnold

In favor: Commissioner Arnold, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

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COUNTY AIRPORT:

11. Consider, possibly approve and authorize the County Judge to execute a 4th Amendment to the Rental Agreement between Jefferson County and Golden Pass Products LLC to extend the term of lease for office space.

SEE ATTACHMENTS ON PAGES 230 - 230

Motion by: Commissioner Sinegal

Second by: Commissioner Arnold

In favor: Commissioner Arnold, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

COUNTY AUDITOR:

12. Consider and approve FY 2021 budget transfer – 172nd District Court – additional cost for books.

120-2036-412-3010	BOOKS-PRINTED	\$1,131.00	
120-2036-412-5062	TRAVEL EXPENSE		\$1,131.00

SEE ATTACHMENTS ON PAGES 231 - 231

Motion by: Commissioner Arnold

Second by: Commissioner Sinegal

In favor: Commissioner Arnold, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

13. Receive and file Order for re-appointment of Patrick Swain as County Auditor for a two-year term beginning January 1, 2021 through December 31, 2022.

SEE ATTACHMENTS ON PAGES 232 - 233

Motion by: Commissioner Arnold

Second by: Commissioner Sinegal

In favor: Commissioner Arnold, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

14. Consider and approve FY 2021 budget transfer – R&B Pct 4 additional cost for repairs.

114-0405-431-4018	ROAD MACHINERY	\$16,000.00	
114-0402-431-3079	CRUSHED STONE		\$16,000.00

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SEE ATTACHMENTS ON PAGES 234 - 234

Motion by: Commissioner Arnold
Second by: Commissioner Sinegal
In favor: Commissioner Arnold, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

15. Regular County Bills – check #478132 through checks #478304 (12/22/20) and – check #477872 through checks #478131 for 12/15/2020

SEE ATTACHMENTS ON PAGES 235 - 250

Motion by: Commissioner Arnold
Second by: Commissioner Sinegal
In favor: Commissioner Arnold, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

16. Consider and approve FY 2021 budget transfer – R&B Pct 4 – additional cost for replacement of truck.

114-0409-431-6042	TRUCKS & TRAILERS	\$76,000.00	
114-0402-431-1009	FOREMAN		\$15,904.00
114-0402-431-1028	LABORERS		\$30,655.00
114-0402-431-3079	CRUSHED STONE		\$24,000.00
114-0402-431-3080	COVER STONE		\$5,441.00

SEE ATTACHMENTS ON PAGES 251 - 251

Motion by: Commissioner Arnold
Second by: Commissioner Sinegal
In favor: Commissioner Arnold, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

17. Consider and approve FY 2021 budget amendment – Jail – computer and equipment for court hearings.

120-3062-423-6002	COMPUTER EQUIPMENT	\$1,400.00	
120-2032-412-3084	MINOR EQUIPMENT		\$280.00
120-2037-412-3084	MINOR EQUIPMENT		\$280.00
120-2052-412-3084	MINOR EQUIPMENT		\$280.00
120-2053-412-3084	MINOR EQUIPMENT		\$280.00
120-2055-412-3084	MINOR EQUIPMENT		\$280.00

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SEE ATTACHMENTS ON PAGES 252 - 252

Motion by: Commissioner Arnold

Second by: Commissioner Sinegal

In favor: Commissioner Arnold, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

ADDENDUMS

18. Consider and approve termination of public defender contract agreement for the Drug Impact court with David W. Barlow effective December 31, 2020.

Motion by: Commissioner Arnold

Second by: Commissioner Sinegal

In favor: Commissioner Arnold, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

19. Regular County bills - check #478305 through check # 478323 _____ (12/21/20) (attachment to be provided in court)

Motion by: Commissioner Arnold

Second by: Commissioner Sinegal

In favor: Commissioner Arnold, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

20. Consider and approve amended public defender contract agreement for the Drug Impact Court with Kevin Laine effective January 1, 2021.

SEE ATTACHMENTS ON PAGES 253 - 256

Motion by: Commissioner Arnold

Second by: Commissioner Sinegal

In favor: Commissioner Arnold, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

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COUNTY COMMISSIONERS:

21. 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 257 - 257

Motion by: Commissioner Sinegal

Second by: Commissioner Arnold

In favor: Commissioner Arnold, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

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

SEE ATTACHMENTS ON PAGES 258 - 258

Motion by: Commissioner Sinegal

Second by: Commissioner Arnold

In favor: Commissioner Arnold, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

23. Consider and possibly approve a Resolution to renew and extend the Disaster Declaration issued for Hurricane Delta.

SEE ATTACHMENTS ON PAGES 259 - 259

Motion by: Commissioner Sinegal

Second by: Commissioner Arnold

In favor: Commissioner Arnold, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

24. Consider, possibly approve and authorize the County Judge to execute an Agreement between the City of Beaumont and Jefferson County for the operation of the Government PEG Channel.

SEE ATTACHMENTS ON PAGES 260 - 273

Motion by: Commissioner Sinegal

Second by: Commissioner Arnold

In favor: Commissioner Arnold, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

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25. Receive and file executed Texas Water Code Section 15.005
Memorandum of Understanding between Jefferson County and Jefferson
County Drainage District No.6 relating to the management of
watersheds.

SEE ATTACHMENTS ON PAGES 274 - 277

Motion by: Commissioner Sinegal
Second by: Commissioner Arnold
In favor: Commissioner Arnold, Commissioner Sinegal, Commissioner
Alfred
Action: APPROVED

26. Consider and possibly adopt a Resolution recognizing Annalee Skinner
for 30 years and 5 months of dedicated service to Jefferson County and
wishing her well in her retirement.

SEE ATTACHMENTS ON PAGES 278 - 278

Motion by: Commissioner Sinegal
Second by: Commissioner Arnold
In favor: Commissioner Arnold, Commissioner Sinegal, Commissioner
Alfred
Action: APPROVED

27. Consider, possibly approve and authorize the County Judge to execute
an Amended Abatement Agreement between Jefferson County and
Premcor Refining Group Inc. d/b/a Valero Port Arthur Refinery to delay
beginning of abatement benefits, Pursuant to Texas Property Tax Code
Chapter 312.401 et seq. (This is because of delays occasioned by
COVID-19 disruptions.)

SEE ATTACHMENTS ON PAGES 279 - 281

Motion by: Commissioner Sinegal
Second by: Commissioner Arnold
In favor: Commissioner Arnold, Commissioner Sinegal, Commissioner
Alfred
Action: APPROVED

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28. Receive and file Amended Abatement Agreement between Jefferson County and Suez WTS USA, Inc. to delay beginning of abatement benefits, for property located in the Suez WTS USA, Inc.-Project Clear Reinvestment Zone pursuant to Texas Property Tax Code Chapter 312.401 et seq.

SEE ATTACHMENTS ON PAGES 282 - 288

Motion by: Commissioner Sinegal

Second by: Commissioner Arnold

In favor: Commissioner Arnold, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

29. Consider and possibly approve the reappointment of Charlie Reneau (appointed by Judge Branick) and Sandra Melton (appointed by Commissioner Weaver) to Places 2 and 4 respectively, as Commissioners for Jefferson County Emergency Services District No. 4. The new 2 - year terms for each will begin January 1, 2021.

Motion by: Commissioner Sinegal

Second by: Commissioner Arnold

In favor: Commissioner Arnold, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

30. Receive and file executed Interlocal Cooperation Agreement between Jefferson County, Liberty County and LaSalle Corrections, LLC for housing and care of Liberty County inmates at the Jefferson County Downtown Jail Pursuant to Texas Government Code Chapter 79.

Motion by: Commissioner Sinegal

Second by: Commissioner Arnold

In favor: Commissioner Arnold, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

COUNTY TAX ASSESSOR-COLLECTOR:

31. Consider and possibly approve a Resolution recognizing Bernadette Antwine for her 35 years of service to Jefferson County and to the citizens of Jefferson County and wishing her well in her retirement

SEE ATTACHMENTS ON PAGES 289 - 289

Motion by: Commissioner Arnold

Second by: Commissioner Sinegal

In favor: Commissioner Arnold, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

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ENGINEERING:

32. Consider and possibly approve The Reserve Phase I, Lots 1-10 Block 1 and Lots 1-10 Block 2, Preliminary Plat and Construction Plans. This subdivision is located off of Reins Road in Precinct No.1 and is in the City of Beaumont ETJ (extra-territorial jurisdiction). These plans have been reviewed by Jefferson County Engineering and the City of Beaumont Planning and Zoning.

SEE ATTACHMENTS ON PAGES 290 - 291

Motion by: Commissioner Arnold

Second by: Commissioner Sinegal

In favor: Commissioner Arnold, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

JUSTICE OF THE PEACE PCT 1 PLACE 1:

33. Consider and possibly adopt a Resolution recognizing Karen Wiggins for 40 years of dedicated service to Jefferson County and wishing her well in her retirement.

SEE ATTACHMENTS ON PAGES 292 - 292

Motion by: Commissioner Arnold

Second by: Commissioner Sinegal

In favor: Commissioner Arnold, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

RISK MANAGEMENT:

34. Consider and possibly approve Public Official's Bond renewals for the following elected and appointed officials: Robert Adams, Constable, Precinct 7; Christopher Bates, Constable, Precinct 2; Deborah Clark, County Purchasing Agent; Eddie Collins, Constable, Precinct 8; Allison Getz, Tax Assessor Collector; Michael Shane Sinegal, Commissioner, Precinct 3; Zena Stevens, Sheriff; Patrick Swain, County Auditor; Bryan Werner, Constable, Precinct 4; and Jevonne Smith-Pollard, Constable, Precinct 1.

Motion by: Commissioner Sinegal

Second by: Commissioner Arnold

In favor: Commissioner Arnold, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

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35. Approve, receive and file executed Public Official's Bonds for Joseph Stevenson, Constable, Precinct 6 and Vernon Pierce, Commissioner, Precinct 1. **SEE ATTACHED PAGES 301-309**

Motion by: Commissioner Sinegal

Second by: Commissioner Arnold

In favor: Commissioner Arnold, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

SHERIFF'S DEPARTMENT:

36. Consider and possibly approve a Resolution recognizing Dana Moore for 9 years and 2 months of dedicated service to the Jefferson County Sheriff's Office and the citizens of Jefferson County and wishing her well in her retirement.

SEE ATTACHMENTS ON PAGES 293 - 294

Motion by: Commissioner Sinegal

Second by: Commissioner Arnold

In favor: Commissioner Arnold, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

37. Consider and possible approve a Resolution recognizing Pamela Johnson for 20 years and 6 months of dedicate service to the Jefferson County Sheriff's Office and to the citizens of Jefferson County and wishing her well in her retirement.

SEE ATTACHMENTS ON PAGES 295 - 296

Motion by: Commissioner Sinegal

Second by: Commissioner Arnold

In favor: Commissioner Arnold, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

38. Consider and possible approve a Resolution recognizing Kevin Richardson for 11 years and 6 months of dedicate service to the Jefferson County Sheriff's Office and to the citizens of Jefferson County and wishing him well in his retirement.

SEE ATTACHMENTS ON PAGES 297 - 298

Action: TABLED

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39. Consider and possibly approve a Resolution recognizing Della Manuel for 20 years and 2 months of dedicated service to the Jefferson County Sheriff's Office and to the citizens of Jefferson County and wishing her well in her retirement.

SEE ATTACHMENTS ON PAGES 299 - 300

Motion by: Commissioner Sinegal

Second by: Commissioner Arnold

In favor: Commissioner Arnold, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

Jeff R. Branick
County Judge

BID DOCUMENTS

Model: Cyclone CY5500

Bid Name: Mobile Pressure Washer for the Jack Brooks Regional Airport

Jefferson County Purchasing Department

Beaumont, TX

Invitation to Bid: IFB 20-053/JW

ORIGINAL DOCUMENT



Faster, Greener, Cleaner  The Cyclone Difference

Prepared by:

Christopher M. Williams

Manager, Sales and Marketing

Cyclone Technology LLC



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

November 17, 2020

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid (IFB 20-053/JW), Mobile Pressure Washer for the Jack Brooks Regional Airport.

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: **Mobile Pressure Washer for the Jack Brooks Regional Airport**
BID NO: **IFB 20-053/JW**
DUE DATE/TIME: **11:00 AM CT, Wednesday, December 16, 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 Jamey West, Assistant Purchasing Agent, at 409-835-8593 or jwest@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 – November 18, 2020 & November 25, 2020

IFB 20-053/JW

Mobile Pressure Washer for the Jack Brooks Regional Airport

Bids due: 11:00 AM CT, Wednesday, December 16, 2020

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Bid Submissions:

Bidder is responsible for submitting:

One (1) *original* and two (2) bid copies; with all copies to include a completed copy of this specifications packet, in its entirety.

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 or box shall also include the Bid Number, Bid Name, Bid Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

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

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

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

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

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

3. Courthouse Security

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

4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

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

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

5. Signatures

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

6. County Holidays – 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 the right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. Purchase Orders and Payment

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

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

3.3 Prompt Payment. In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after 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 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.

4.3 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.

4.4 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

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.

4.5 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.

4.6 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.

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

4.8 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.

4.9 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.

4.10 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.

4.11 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.

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.

1. REMEDIES

a. **Standard.** Contracts for more than the simplified acquisition threshold, currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where Contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A).

b. **Applicability.** This requirement applies to all federal grant and cooperative agreement programs.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. **Standard.** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be affected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. **Applicability.** This requirement applies to all federal grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

a. **Standard.** Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p.339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. **Key Definitions.**

i. **Federally Assisted Construction Contract.** The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. **Construction Work.** The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. **Applicability.** This requirement applies to all federal grant and cooperative agreement programs.

d. **Required Language.** The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) 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.

(5) 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.

(6) 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.

(7) In the event of the Contractor's non-compliance with the non-discrimination 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 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.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 non-compliance:

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.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, Contractors are required to pay wages not less than once a week.

5. COMPLIANCE WITH COPELAND ANTI-KICKBACK ACT

- a. **Contractor.** The 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 contract.
- b. **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as Jefferson County or Texas General Land Office may by appropriate instructions

require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Compliance with the Contract Work Hours and Safety Standards Act

(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-half times 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 (b)(1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 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 (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. Jefferson County and/or Federal Entity providing funding for this project 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 (b)(2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the Federal award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-federal entity 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 Non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "funding agreements," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and

Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any Contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to Jefferson County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to Jefferson County and understands and agrees that Jefferson County will, in turn, report each violation as required to assure notification to the Texas General Land Office, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with assistance provided by the Texas General Land Office.

9. DEBARMENT AND SUSPENSION

(1) This contract 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's 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 (insert name of recipient/subrecipient/applicant). 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 Jefferson County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of \$100,000 or more shall file 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 shall 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 recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification. If applicable, contractors must sign and submit the to Jefferson County the "Certification Regarding Lobbying" Form included in these specifications.

11. PROCUREMENT OF RECOVERED MATERIALS

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—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.
 - i. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>
 - ii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. ACCESS TO RECORDS

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide Jefferson County, the State of Texas, the FEMA Administrator, the Comptroller General of the United States, or any of their pass-through entities or authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The 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) The Contractor agrees to provide Jefferson County or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, Jefferson County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

13. CHANGES

- a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

14. DEPARTMENT OF HOMELAND SECURITY (DHS) SEAL, LOGO, AND FLAGS.

"The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

15. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

"This is an acknowledgement that Texas General Land Office financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, policies, procedures, and directives."

16. NO OBLIGATION BY FEDERAL GOVERNMENT

"The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract."

17. 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."

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 Jamey West, Assistant Purchasing Agent (e-mail: jwest@co.jefferson.tx.us) regarding any questions or comments. Please reference bid number 20-053/JW.

Scope

Jefferson County is soliciting bids for a Mobile Pressure Washer for the Jack Brooks Regional Airport. All bids should be for brand new, completely unused equipment.

The specifications shown are intended to define the level of quality, performance, and features ONLY. Products offered shall be of equivalent dimensions, quality, performance and features or better (the brand name product listed is not required). All bidders shall submit, an itemized comparison documenting equivalence for dimensions, quality, performance, and features of the products offered.

Instructions to Bidders (Re: Brand Reference / Equivalent Item Bids):

References to a Manufacturer's Product by Brand Name or Number are done solely to establish the minimum quality and performance characteristics required.

► Bidder Submitting Bid for Equivalent/Alternate Items:

Bidder may submit bid on an equivalent/alternate item, but MUST include a **COPY of the MANUFACTURER SPECIFICATIONS (to include full warranty terms)** in bid submission.

Bidder offering equivalent/alternate item MUST ALSO include an **ITEMIZED COMPARISON** documenting equivalence for dimensions, quality, performance, and features of the product offered in bid submission. Further, the Bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a Bidder's alternate rests solely with Jefferson County.

► Bidder Submitting Bid for Exact Make/Model as specified:

Bidder offering the exact make/model as specified, MUST attach a **COPY of the MANUFACTURER SPECIFICATIONS (to include full warranty terms)** in bid submission.

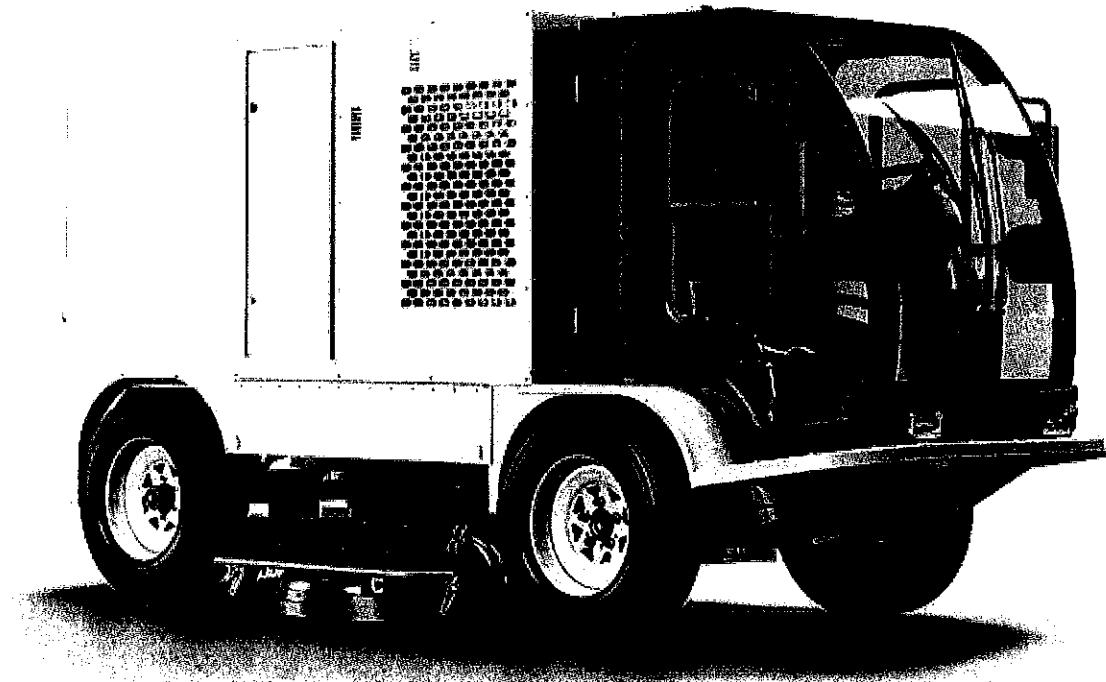
Please be sure to review these bid specifications carefully, as the item that you are offering must MEET OR EXCEED these specifications.

Bid Item Description:

QUANTITY of one (1) Cyclone Technology (Model: CY5500) Mobile Pressure Washer for the Jack Brooks Regional Airport.

Single operator, ride-on machine that deep cleans hard surfaces through a pressure washing based system and fully recovers cleaning wastewater. Recovered water is recycled and reused by passing water through a series of filters and reducing the particle content of the water before returning it to the fresh water tank. The machine is intended for deep cleaning outside areas of parking decks, surface lots, sidewalks, plazas or other similar applications. This is accomplished by using a combination of high-pressure (HP) water and Cyclone's patented cleaning head design that is generating up to 140 mph (289 km/h) air movement across the surface. No chemicals or additional abrasive materials are used in the cleaning process.

Features multi-patented cleaning head that allows for the recovery of water and removed material from the surface, without the use of an external vacuum. The instantaneous recovery is achieved by a series of blades safely rotating close to the surface at 1600 RPM. The rotation of the Cyclone blades is creating a negative air pressure at the surface that lifts the water and debris into a small holding tank. The water is then pumped into a reclaim tank in the rear of the machine where solid material is separated and filtered out for reuse. All water and material is recovered with absolutely no runoff, leaving the surface dry and ready for use in minutes.



Cyclone CY5500 - Water Recycling

Technical Specifications:

Model : Cyclone Technology CY5500	
Operator Cab Style:	Enclosed cab design with heater and air conditioning
Cleaning Path:	34in. (0.86m) consistently cleaned
Water Pump:	Triplex plunger capable of 4,350 psi (297 bar) at 5 GPM (19 LPM)
Output Pressure:	Infinitely variable 1,200 psi (83 bar) – 4,350 psi (297 bar)
Cleaning and Recovery Head:	Hydraulically powered, cast aluminum 40in. (1.02m) diameter with protective shield – patented design
Water Heating System:	Electronically fired, inline diesel powered heater with 240,000 BTU/hr output
Filtration System:	Multi-stage filtration system consisting of two 75 um and two 30 um washable/reusable filter elements, each with 1,500in ² . of filtration surface area
Water Tanks:	390gal. (1,476 L) combination supply and recovery tank that recycles and reuses water in continuous cycle. Easy fill and clean out design
Cleaning Attachments:	Standard model includes high pressure curb and gutter cleaning system and high pressure cleaning wand system with 25ft. (7.6m) of hose with reel
Steering:	Front wheel steering with hydraulic power assist
Drive System:	Two (2) speed hydrostatic system provides accurate speed control at cleaning speeds. Maximum transport speed of 11mph (17.7km/h). Power delivered to front wheels
Controls:	All cleaning actions controlled from operator seat with ergonomic operator interface
Brakes:	Rear heavy duty automotive style 11in. (0.28m) hydraulic drum brake with additional hand lever actuated parking brake
Fuel Tank:	18gal. (68L)
Chassis Frame Construction:	Welded structural steel tubing with 3in. x 2in. (0.08m x 0.05m) tubing with 0.120in. (0.0030m) wall thickness
Engine:	2.8L Cummins Turbo Diesel 74HP Tier 4 Final Gradeability
Gradeability:	20%
Productivity:	Up to 20,000ft ² ./per hour (1,858m ² /per hour)
Run Time:	Up to 5 hours (application-dependent)
Weight:	Empty: 5,880lbs. (2,667 kg) Full: 9,132lbs. (4,142 kg)
Dimensions:	Dimensions 154in. x 56in. x 77.5in. (3.9m x 1.4m x 1.9m)

GENERAL:

- One (1) 40" diameter cleaning head. All recovered water and waste are to be filtered and continuously recycled on-board, to extend run times and conserve water.
- Cleaning head located in the front of the vehicle.
- Unit provides deep cleaning of hard surfaces through a pressure wash system that incorporates a high-speed rotating cleaning head that deeply cleans outdoor surfaces
- Standalone ride on unit does not require connection of any supply or recovery hoses during operation.
- Cleaning process uses heated high-pressure water without the use of chemicals
- Unit fully recovers wastewater, leaving no standing water on cleaned surface.
- Water recovery completed at the cleaning head without the use of a vacuum system or squeegees.
- Recovered water pumped away from the cleaning head rather than vacuumed.

CLEANING HEAD DESIGN:

- Cleaning head cleans the surface with high-pressure water while simultaneously recovering the liquid and solid wastes leaving the surface without standing water in a condition ready for immediate use.
- Actual cleaning completed from a combination of the application of high-pressure water and the scouring action resulting from +135 mph air and debris flow created under the cleaning head.
- Cleaning head to rotate at least 1500 rpm to assure multiple pass cleaning coverage of the surface.
- Cleaning head rotates and is independently powered by a hydraulically driven motor; rotation must not come from the power of the sprayed water.
- Cleaning head incorporates two replaceable pressure spray nozzles that are mounted no further than 1" from the surface and pointed straight down to assure maximum cleaning pressure is applied to the surface.
- Cleaning head is cast from aluminum and has a wall thickness of 3/8" to assure safe containment of all cleaning pressure.
- During cleaning, head travels on four (4) casters independent of the motion of the machine frame to optimize cleaning head position with respect to surface.
- During operation and transport, cleaning head remains safely protected beneath the machine frame.
- Unit provides a consistently cleaned cleaning path of 34".

DESIGN AND CONSTRUCTION:

- Equipment design and component installation permits an operator or maintenance technician to have easy access for maintenance procedures. All power systems run hydraulically.
- Water tank located at the back of the machine to allow fast and easy clean out and incorporate 3-inch guillotine style valves.

CHASSIS:

- Frame is constructed of 3" x 2" x .120" mainframe rails, sand blasted, and powder coated to prevent corrosion.
- Body is made of an internal sheet metal covered framework, providing space for the control panel, electrical controls, and all other auxiliary parts required by the cleaning system equipment.

TIRES:

- Four tire design for stability.
- All tires pneumatic and all of the same size.
- All tires ST225/75/R15, Load range E.

STEERING:

- Hydraulic power steering.
- Front wheel steering incorporated.

BRAKES:

- System must automatically stop when operator's foot is removed from the pedal.
- Must have automated and hydraulically controlled parking brake.
- Must have drum brakes as well as hydraulically controlled brakes.

POWER PLANT ENGINE:

- Operates using a single engine
- Cummins 74 Hp 2.8L Turbo Diesel Tier 4 Final engine package
- Engine to be Tier IV Flex or higher emissions standard.
- Engine rated for use with any fuel that meets the current ASTM D975 standard.
- Engine should be B20 Biodiesel compatible without voiding of engine or related component warranties
- Alternator to be a minimum of 145 Amps

HIGH-PRESSURE WATER SYSTEM:

- Incorporates a high-pressure, positive displacement, triplex plunger pump.
- This pump is to be capable of a nominal flow rate of 5.5 Gal/min (21 L/min) adjustable to a maximum rated operating pressure of 4,350 psi (300 bar).
- Output pressure must be infinitely variable from operator position between 1200 psi (83 bar) and 4,350 psi (300 bar).
- Optional increased pressure system available for pressure up to 5,500 psi (379 bar).

WATER SUPPLY:

- Unit has its own water storage tank with rated capacity of 390 gallons (1,476 l). Water system incorporates the recovery and recycling of wastewater through the unit increasing run time and reducing overall water consumption.
- Waste water is filtered to 30 micron before being re-used.
- Unit operates free of any supply or recovery water hoses during cleaning operation.
- A single tank accommodates supply water and water that is recovered.
- Water tank contains level switches to automatically turn off pressure pump when water gets low or when water is overfilled.
- Water tanks constructed of non-corrosive poly or fiberglass.

WATER PUMP COUPLING SYSTEM:

- To be hydraulically driven.

HIGH PRESSURE HEATING COIL/HEATER:

- Electronically fired, inline diesel-powered heater with a 320,000 BTU/hr. output to raise cleaning water temperature up to 160° F (84° C) and cleaning ability.
- Heater system activated by a pre-set thermo switch to regulate the heater system.
- Distance from heater to spray head is more than (5) feet to assure full heat actually applied to the surface.

CONTROLS:

- All controls necessary to operate the machine ergonomically located in the operator cab.
- Control panel must have all necessary regulators, gauges, valves, switches and indicators required for operation of the spray equipment.
- Machine able to be operated efficiently, comfortably and safely by seated operator.
- Full system of headlights, tail lights and turn signals.
- Daytime running lights.

MOTION CONTROL:

- Capable of travelling up to 12 mph (19 km/h)
- Powered hydrostatically.
- Incorporates two speed system with one speed for transportation and a second speed for cleaning mode
- Motion control similar to an automobile in transportation mode
- Motion control in cleaning mode has an adjustable dial to maintain a certain cleaning speed.

OPERATOR CAB:

- Fully enclosed operator's cab
- Adjustable suspension seat for operator comfort
- Seat covered with heavy-duty vinyl, black in color
- Operator's seat belt
- Clear visibility to front and sides with glass or open area from ceiling to floor of machine
- Full curved windshield with washer and wiper blade, locking glass side doors, air conditioner and heater.
- Two (2) rear facing side view mirrors.

FUEL CAPACITY:

- One 18 gallon (68 L) capacity diesel fuel tank.

HYDRAULIC SYSTEM:

- Uses AW 46 type hydraulic fluid to prevent component wear and improve reliability.
- Hydraulic fluid fill orifice clearly labeled in English as to contents and type of oil
- Hydraulic tank has dual sight gauge for fluid level and temperature.
- Unit includes *Hydac* 10 micron stainless steel in-tank filter element.
- Unit has integrated clog indicator for servicing the filter element.
- Top-mounted, *Hydac* breather filter element
- Cab-mounted oil temperature and level warning light and buzzer.
- Oil level and temperature label.
- *Hydac* hydraulic oil heat exchanger with integrated fan electronically controlled by a thermal switch.
- Rexroth variable displacement hydraulic pumps or approved equal.
- *Poclain* two-speed steerable hydraulically driven front wheel motors.

STEERING COLUMN/CONTROL PANEL:

- Fuel/battery gauge
- Digital water pressure readout
- Water tank service light
- Oil pressure gauge
- Turn signal indicator light
- Forward/reverse switch
- Lift/lower switch • Heater switch
- Pressure pump switch
- Cleaning head spin switch
- Throttle control switch
- Hazard lights
- Horn/turn signal stalk

SIDE CONTROL PANEL:

- Posi-traction function switch
- Cleaning/travel mode selector switch
- Hi/low speed switch
- Pressure wand switch
- Variable water pressure dial
- Variable cleaning speed dial
- Hydraulic oil level/temp warning light/alarm
- AC/Heat fan control
- Windshield wiper switch

LIGHTING AND SAFETY EQUIPMENT:

- Back up alarm to exceed 85 dB
- DOT approved LED tail, brake, reverse, marker, and turn signal lights.
- LED 360° amber beacon or 22" LED Aviation approved light bar
- 5-person First Aid kit

CLEANING WAND:

- Unit supplied with one high pressure spray trigger operated cleaning wand.
- Cleaning wand storage location and includes 25 feet (7.62 m) of pressure line for use with wand. • Self-recoiling hose reel for storage of pressure line must be included.
- Cleaning gun system able to be activated from lever in the operator cab.
- Water pressure output able to be adjusted by hand in the cab area.

CURB FACE CLEANER:

- Unit equipped with curb face cleaner system that allows cleaning of curb face and recovery of sprayed water in a single pass.
- Curb face cleaner system able to be activated by a lever in the operator cab.

DEBRIS RECOVERY:

- Machine includes at the cleaning head, a debris recovery and separation system to separate out larger debris like rocks from recovered water. Debris captured in an easy to remove and clean screen system.
- Cleaning head incorporates a safety plate to prevent larger debris from entering the moving blades of the cleaning head.
- Debris recovery tank on cleaning head includes a clean out plug for fast easy cleanout.
- Debris screen is constructed of non-corrosive stainless steel.
- With an average level of dirt, the machine is able to operate for a minimum of three (3) hours.

WASTE RECLAMATION AND OPTIONAL RECYCLING:

- Waste water must be recovered directly at the cleaning head where the cleaning water is applied.
- Water shall be recovered using lift action created by mechanical blades in the cleaning head that rotate at minimum 1500 rpm.
- Vacuum systems, with or without squeegees, are not acceptable and shall not be used.
- Recovery tanks shall be progressive and allow settling of entrained debris prior to filtration stage.
- Cleaning head incorporates a pump that sends recovered water through a hose to the recovery tank(s).
- Unit filters water to 30 micron purity by sequentially passing water through 75 micron stainless steel filters followed by 30 micron filters (recycling model).

STAINLESS STEEL FILTER SYSTEM:

- Unit shall have an onboard, hydraulically driven, centrifugal pump that pumps recovered waste through 60 square feet of food grade stainless steel filtering media on board the unit.
- Filter pump is to be controlled electronically by a hydraulic control solenoid.
- Four (4) stainless steel filters. Two of the filters will clean the water down to 75-micron and the remaining two filters will clean the water to 30-micron before returning water back to the fresh water tank.

MANUALS:

- One (1) hard copy operator manual and one (1) service and parts manual is to be provided on USB memory stick.

TRAINING AND TECHNICAL SERVICE:

- On-site training is to be provided by the manufacturer at customer's facility or at manufacturing facility, covering the operation and maintenance of the machine.

WARRANTY:

- A 1-Year warranty, parts and labor with six (6) months travel to apply to all manufactured components commencing at date of delivery.
- Standard Original Manufacturer Warranties apply on all components supplied with the machine

Bidder Information Form

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

Bid Name & Number: (IFB 20-053/JW)

Mobile Pressure Washer for the Jack Brooks Regional Airport

Bidder's Company/Business Name: CYCLONE TECHNOLOGY LLC.

Bidder's TAX ID Number: 81-3781455

Contact Person: CHRISTOPHER WILLIAMS **Title:** MANAGER-SALES & MARKETING

Phone Number (with area code): 602.684.6645

Alternate Phone Number if available (with area code): 480.345.7733

Fax Number (with area code): 480.345.3967

Email Address: CURIS.WILLIAMS@CYCLONECLEAN.COM

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

1845 W. 1ST STREET STE. 101

Address

TEMPE, AZ 85281

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:

CYCLONE TECHNOLOGY LLC For clarification of this offer, contact:

Company Name

1845 W. 1ST STREET STE.101 CHRISTOPHER WILLIAMS

Address

Name

TEMPE AZ 85281

602.684.6645

City

State

Zip

Fax

Chris M. Williams

CHRIS.WILLIAMS@CYCLONECLEAN.COM

Signature of Person Authorized to Sign

E-mail

Chris M. Williams

Printed Name

MANAGER

Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Mobile Pressure Washer for the Jack Brooks Regional Airport.

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. 20-053/JW, Mobile Pressure Washer for the Jack Brooks Regional Airport. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Bid Item 1 - IMPORTANT BIDDER INSTRUCTIONS:

Full technical specifications for this bid item are provided within this bid specifications packet.

References to a Manufacturer's Product by Brand Name or Number are done solely to establish the minimum quality and performance characteristics required.

All bids should be for **brand new**, completely unused equipment.

► Bidders Submitting Bids for Equivalent/Alternate Items:

Bidders may submit bids on equivalent/alternate items, but MUST submit a **COPY of the MANUFACTURER SPECIFICATIONS (to include full warranty terms)** for any alternate at the time of the bid.

Bidders offering equivalent/alternate items MUST ALSO submit an **ITEMIZED COMPARISON** documenting equivalence for dimensions, quality, performance, and features of the products offered at the time of bid. Further, the Bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a Bidder's alternate rests solely with Jefferson County.

► Bidders Submitting Bids for Exact Make/Model as specified:

Bidders offering the exact make/model as specified, MUST submit a **COPY of the MANUFACTURER SPECIFICATIONS (to include full warranty terms)** at the time of bid.

Item No.	Item Description	Bid Price
1	Cyclone CY5500 Mobile Pressure Washer -OR- Equivalent	\$ <u>168,500.00</u>
Projected Delivery Lead Time from Date of Purchase:		<u>8</u> weeks
Equivalent Item Description (Make & Model) for Item No. 1:		

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received _____
 Addendum 2 _____ Date Received _____
 Addendum 3 _____ Date Received _____

Bidder Shall Return Completed Form with Offer.

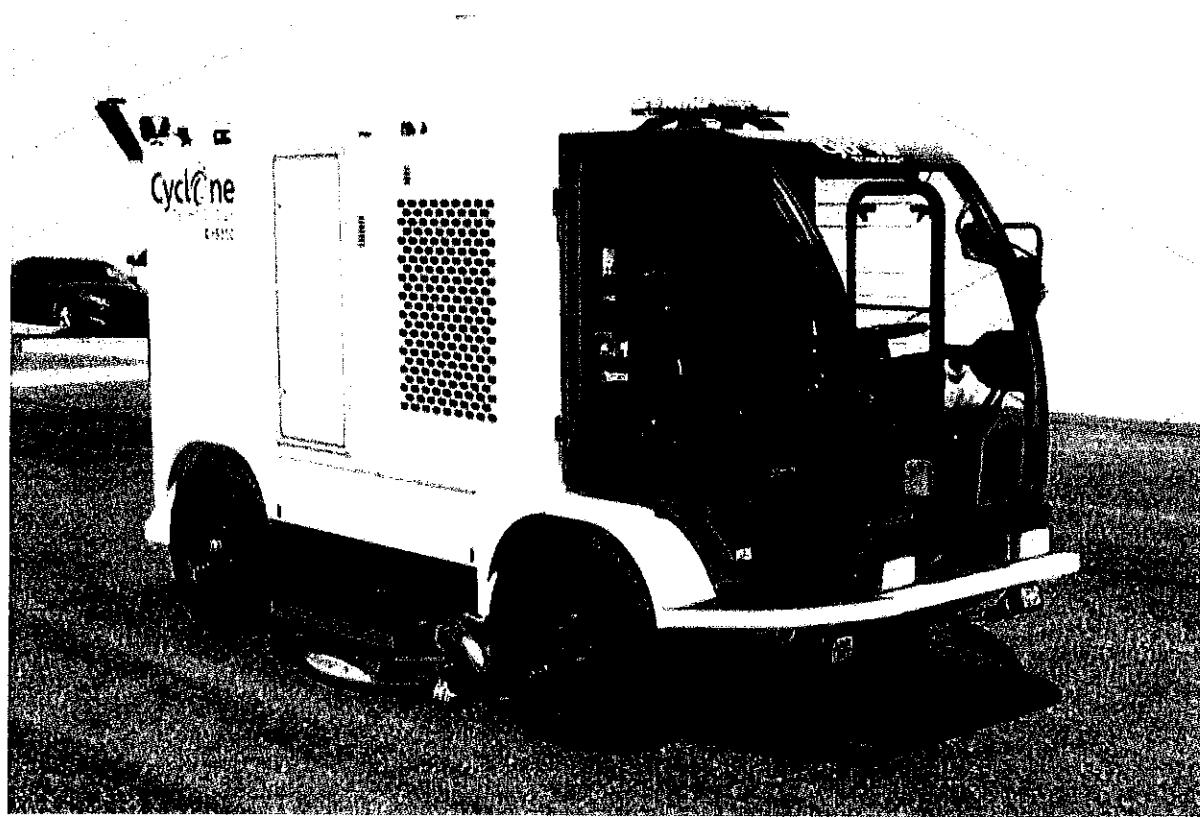
**INSERT COPY OF
MANUFACTURER SPECIFICATIONS HERE**



Featured Specifications

Cyclone CY5500 Technical Document

FEATURED SPECIFICATIONS FOR AN OPERATOR-DRIVEN HIGH PRESSURE HARD SURFACE CLEANING SYSTEM



INTENT: The intent of the specifications is to describe a single operator, ride-on machine that deep cleans hard surfaces through a pressure washing based system and fully recovers cleaning wastewater. Recovered water is recycled and reused by passing water through a series of filters and reducing the particle content of the water before returning it to the fresh water tank. The machine is intended for deep cleaning outside areas of parking decks, surface lots, sidewalks, plazas or other similar applications. This stand-alone equipment uses a single operator and patented technology that is completely unique in the world and is far superior in its productivity, efficiency, and sustainability than any product in the industry. This is accomplished by using a combination of high-pressure (HP) water and Cyclone's patented cleaning head design that is generating up to 140 mph (289 km/h) air movement across the surface. The combination of these two elements allows for superior cleaning and productivity.

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Cyclone Technology LLC. | 1845 West 1st Street Ste. 101
Tempe | Arizona | 85281 | United States | Direct: +1.480.345.7733 | www.cycloneclean.com



with minimal impact to the surface. No chemicals or additional abrasive materials are used in the cleaning process.

Cyclone's efficiency is based on the multi-patented cleaning head that allows for the recovery of water and removed material from the surface, without the use of an external vacuum. The instantaneous recovery is achieved by a series of blades safely rotating close to the surface at 1600 RPM. The rotation of the Cyclone blades is creating a negative air pressure at the surface that lifts the water and debris into a small holding tank. The water is then pumped into a reclaim tank in the rear of the machine where solid material is separated and filtered out for reuse. All water and material is recovered with absolutely no runoff, leaving the surface dry and ready for use in minutes.

All exceptions to the specifications must be clearly identified and submitted, in writing, on a separate sheet of paper marked, "EXCEPTIONS." Bidders who fail to submit their exceptions will not be considered.

GENERAL:

Machines must meet the following general description to be considered.

- There shall be one (1) 40" diameter cleaning head. All recovered water and waste is to be filtered and continuously recycled on-board, to extend run times and conserve water.
- The cleaning head shall be located in the front of the vehicle.
- Unit will provide deep cleaning of hard surfaces through a pressure wash system that incorporates a high speed rotating cleaning head that deeply cleans outdoor surfaces.
- Unit must be a standalone ride on unit that does not require connection of any supply or recovery hoses during operation.
- The cleaning process shall use heated high-pressure water without the use of chemicals.
- Unit shall fully recover wastewater leaving no standing water on cleaned surface.
- Water recovery must be completed at the cleaning head without the use of a vacuum system or squeegees.
- Recovered water must be pumped away from the cleaning head rather than vacuumed.

CLEANING HEAD DESIGN:

- The cleaning head will clean the surface with high-pressure water while simultaneously recovering the liquid and solid wastes leaving the surface without standing water in a condition ready for immediate use.
- Actual cleaning must be completed from a combination of the application of high pressure water and the scouring action resulting from +135 mph air and debris flow created under the cleaning head.
- Cleaning head must rotate at least 1500 rpm to assure multiple pass cleaning coverage of the surface.





- Cleaning head must rotate and be independently powered by a hydraulically driven motor; rotation must not come from the power of the sprayed water.
- Cleaning head must incorporate two replaceable pressure spray nozzles that are mounted no further than 1" from the surface and pointed straight down to assure maximum cleaning pressure is applied to the surface.
- Cleaning head must be cast from aluminum and have a minimum wall thickness of 3/8" to assure safe containment of all cleaning pressure.
- During cleaning, head must travel on four (4) casters independent of the motion of the machine frame to optimize cleaning head position with respect to surface.
- During operation and transport, cleaning head must remain safely protected beneath the machine frame.
- Unit must provide a consistently cleaned cleaning path of 34" minimum.

DESIGN AND CONSTRUCTION:

- Equipment design and component installation shall permit an operator or maintenance technician to have easy access for maintenance procedures. All power systems are to be run hydraulically.
- Water tank must be located at the back of the machine to allow fast and easy clean out and incorporate 3 inch guillotine style valves.

CHASSIS:

- Frame is to be constructed of 3" x 2" x .120" mainframe rails, sand blasted, and powder coated to prevent corrosion.
- Body must be made of an internal sheet metal covered framework, providing space for the control panel, electrical controls, and all other auxiliary parts required by the cleaning system equipment.

TIRES:

- Must utilize a four tire design for stability.
- All tires to be pneumatic and all of the same size.
- All tires to be ST225/75/R15, Load range E.

STEERING:

- Hydraulic power steering required.
- Must incorporate front wheel steering.

BRAKES:

- System must automatically stop when operator's foot is removed from the pedal.
- Must have automated and hydraulically controlled parking brake.
- Must have drum brakes as well as hydraulically controlled brakes





POWER PLANT ENGINE:

- Must operate using a single engine
- Must have Cummins 74 Hp 2.8L Turbo Diesel Tier 4 Final engine package
- Engine to be Tier IV Flex or higher emissions standard.
- Engine must be rated for use with any fuel that meets the current ASTM D975 standard.
- Engine should be B20 Biodiesel compatible without voiding of engine or related component warranties.
- Alternator to be a minimum of 145 Amps

HIGH-PRESSURE WATER SYSTEM:

- Must incorporate a high-pressure, positive displacement, triplex plunger pump.
- This pump is to be capable of a nominal flow rate of 5.5 Gal/min (21 L/min) adjustable to a maximum rated operating pressure of 4,350 psi (300 bar).
- Output pressure must be infinitely variable from operator position between 1200 psi (83 bar) and 4,350 psi (300 bar).
- Optional increased pressure system available for pressure up to 5,500 psi (379 bar).

WATER SUPPLY:

- Unit must have its own water storage tank with rated capacity of 390 gallons (1,476 l). Water system must incorporate the recovery and recycling of wastewater through the unit increasing run time and reducing overall water consumption.
- Waste water must be filtered to 30 micron before being re-used.
- Unit must operate free of any supply or recovery water hoses during cleaning operation.
- A single tank must accommodate supply water and water that is recovered.
- Water tank will contain level switches to automatically turn off pressure pump when water gets low or when water is overfilled.
- Water tanks are to be constructed of non-corrosive poly or fiberglass.

WATER PUMP COUPLING SYSTEM:

- To be hydraulically driven.

HIGH PRESSURE HEATING COIL/HEATER:

- Must have an electronically fired, inline diesel-powered heater with a minimum 320,000 BTU/hr. output to raise cleaning water temperature up to 160° F (84° C) and cleaning ability.
- Heater system shall be activated by a pre-set thermo switch to regulate the heater system.
- Distance from heater to spray head must be no more than five (5) feet to assure full heat actually applied to the surface.



CONTROLS:

- All controls necessary to operate the machine must be ergonomically located in the operator cab.
- The control panel must have all the necessary regulators, gauges, valves, switches and indicators required for operation of the spray equipment.
- Machine must be able to be operated efficiently, comfortably and safely by seated operator.
- Must have full system of headlights, tail lights and turn signals.
- Daytime running lights.

MOTION CONTROL

- Must be capable of travelling up to 12 mph (19 km/h)
- Must be powered hydrostatically.
- Must incorporate two speed system with one speed for transportation and a second speed for cleaning mode
- Must have motion control similar to an automobile in transportation mode
- Motion control in cleaning mode must have an adjustable dial to maintain a certain cleaning speed.

OPERATOR CAB

- Unit will have fully enclosed operator's cab
- Must include adjustable suspension seat for operator comfort
- Seat to be covered with heavy-duty vinyl, black in color
- Must have operator's seat belt
- Must include clear visibility to front and sides with glass or open area from ceiling to floor of machine
- Must include full curved windshield with washer and wiper blade, locking glass side doors, air conditioner and heater.
- Two (2) rear facing side view mirrors.

FUEL CAPACITY:

- The unit is to have one 18 gallon (68 L) capacity diesel fuel tank.

HYDRAULIC SYSTEM:

- Must use AW 46 type hydraulic fluid to prevent component wear and improve reliability.
- Hydraulic fluid fill orifice to be clearly labeled in English as to contents and type of oil
- Hydraulic tank to have dual sight gauge for fluid level and temperature.
- Unit to include *Hydac* 10 micron stainless steel in-tank filter element.
- Unit to have an integrated clog indicator for servicing the filter element.
- Top-mounted, *Hydac* breather filter element
- Cab-mounted oil temperature and level warning light and buzzer.

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- Oil level and temperature label.
- Hydac hydraulic oil heat exchanger with integrated fan electronically controlled by a thermal switch.
- Rexroth variable displacement hydraulic pumps or approved equal.
- Poclain two-speed steerable hydraulically driven front wheel motors.

STEERING COLUMN/CONTROL PANEL:

- Fuel/battery gauge
- Digital water pressure readout
- Water tank service light
- Oil pressure gauge
- Turn signal indicator light
- Forward/reverse switch
- Lift/lower switch
- Heater switch
- Pressure pump switch
- Cleaning head spin switch
- Throttle control switch
- Hazard lights
- Horn/turn signal stalk

SIDE CONTROL PANEL:

- Posi-traction function switch
- Cleaning/travel mode selector switch
- Hi/low speed switch
- Pressure wand switch
- Variable water pressure dial
- Variable cleaning speed dial
- Hydraulic oil level/temp warning light/alarm
- AC/Heat fan control
- Windshield wiper switch

LIGHTING AND SAFETY EQUIPMENT

- Back up alarm to exceed 85 dB
- DOT approved LED tail, brake, reverse, marker, and turn signal lights.
- LED 360° amber beacon or 22" LED Aviation approved light bar
- 5-person First Aid kit

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CLEANING WAND:

- The unit is to be supplied as standard with one high pressure spray trigger operated cleaning wand.
- Unit must include convenient cleaning wand storage location behind a panel and include 25 feet (7.62 m) of pressure line for use with wand.
- Self-recoiling hose reel for storage of pressure line must be included.
- Cleaning gun system must be able to be activated from lever in the operator cab.
- Water pressure output must be able to be adjusted by hand in the cab area.

CURB FACE CLEANER:

- The unit is to be equipped with curb face cleaner system that allows cleaning of curb face and recovery of sprayed water in a single pass.
- Curb face cleaner system must be able to be activated by a lever in the operator cab.

DEBRIS RECOVERY:

- Machine must include, at the cleaning head, a debris recovery and separation system to separate out larger debris like rocks from recovered water. Debris must be captured in an easy to remove and clean screen system.
- Cleaning head must incorporate a safety plate to prevent larger debris from entering the moving blades of the cleaning head.
- Debris recovery tank on cleaning head must include a clean out plug for fast easy cleanout.
- Debris screen is to be constructed of non-corrosive stainless steel.
- With an average level of dirt, the machine will be able to operate for a minimum of three (3) hours.

WASTE RECLAMATION AND OPTIONAL RECYCLING:

- The waste water must be recovered directly at the cleaning head where the cleaning water is applied.
- Water shall be recovered using lift action created by mechanical blades in the cleaning head that rotate at minimum 1500 rpm.
- Vacuum systems, with or without squeegees, are not acceptable and shall not be used.
- Recovery tanks shall be progressive and allow settling of entrained debris prior to filtration stage.
- Cleaning head must incorporate a pump that sends recovered water through a hose to the recovery tank(s).
- Unit must filter water to 30 micron purity by sequentially passing water through 75 micron stainless steel filters followed by 30 micron filters (recycling model).



STAINLESS STEEL FILTER SYSTEM

- The unit shall have an onboard, hydraulically driven, centrifugal pump that pumps recovered waste through 60 square feet of food grade stainless steel filtering media on board the unit.
- The filter pump is to be controlled electronically by a hydraulic control solenoid.
- There are to be four (4) stainless steel filters. Two of the filters will clean the water down to 75-micron and the remaining two filters will clean the water to 30-micron before returning water back to the fresh water tank.

MANUALS:

- One (1) hard copy operator manual and one (1) service and parts manual is to be provided on USB memory stick.

TRAINING AND TECHNICAL SERVICE:

- On-site training is to be provided by the manufacturer at customer's facility or at manufacturing facility, covering the operation and maintenance of the machine.

WARRANTY:

- A 1-Year warranty, parts and labor with six (6) months travel will apply to all manufactured components commencing at date of delivery.
- Standard Original Manufacturer Warranties apply on all components supplied with the machine.



CYCLONE TECHNOLOGY LIMITED WARRANTY

Cyclone Technology warrants to the original end user, the CY5000 and CY5500 against defects in material and workmanship under normal use and service. Our obligation under this warranty is limited to repair or replacement of the defective item at our factory or by an authorized service technician. Warranty coverage shall begin on the date of purchase by the original end user (as evidenced by your invoice from the factory or Authorized Dealer). The warranty registration card should be completed and returned within 30 days of purchase. The warranty coverage period is specified below.

GROUP	PARTS ^{1,6}	LABOR ²	TRAVEL ³			
Cyclone CY5000 and CY5500	1 year ⁵	1 year	6 months			
Accessories/Replacement Parts ⁴	90 days	none	none			
Engine and Powertrain	2 years	1 year	6 months			
EXCEPTIONS						
Tires (not including rims)	Prorated over 1 year / First 90 days at 100%					
Internal Combustion Engines	Major Component Warranty provided by engine manufacturer					
NOTES:						
1-Parts repaired or replaced are guaranteed for the remainder of the original machine warranty period.						
2-Labor to remedy a defective product or parts						
3-Round trip travel expenses for a technician to remedy a defective product or part at current government mileage rate.						
4-Applies to replacement parts only after machine warranty coverage has expired.						
5-One (1) year or 750 hours of normal operation, whichever occurs first.						
6-Overshipping expenses will be covered for the first 90 days excluding early AM shipping. Standard ground shipping expenses will be covered after 90 days. All additional shipping expenses will be the responsibility of the customer.						

This warranty shall not apply to repairs resulting from accidents or misuse, damage in transit, overloading the capacity of the machine, failure due to lack of proper maintenance or care as described in the operating and maintenance instructions. Minor adjustments, such as tightening of screws or bolts not connected with the replacement of parts, are not covered. Replacement of expendable wear items such as pressure pump valves, packing, and replacement kit components, pressure tips, rotary unions, Cyclone blades, filters and various rubber/plastic parts are also not covered. Repairs or alterations by an organization other than the factory or an Authorized Service Center are not covered and will void any warranty as to the parts or systems repaired or altered by a non-authorized organization.

THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION OF THE LIMITED WARRANTIES STATED WITHIN. NO OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE EXCEPT AS EXPRESSLY STATED HEREIN. ANY STATUTORY IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT ARE IMPOSED BY LAW DESPITE THE EXPRESS LIMITATION OR WARRANTIES ABOVE, ARE EXPRESSLY LIMITED TO THE DURATION OF THE WRITTEN WARRANTY. BUYER UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT THE REMEDIES PROVIDED UNDER THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO THE BUYER. CYCLONE TECHNOLOGY LLC WILL NOT BE LIABLE FOR ANY OTHER OR ADDITIONAL DAMAGES, INCLUDING BUT NOT LIMITED TO INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE FURNISHING, PERFORMANCE, USE OF OR INABILITY TO USE THE MACHINE. ANY EXTENSIONS OF OR MODIFICATIONS MADE TO THIS WARRANTY BY A DEALER/DISTRIBUTOR OF CYCLONE TECHNOLOGY LLC ARE THE SOLE RESPONSIBILITY OF THE DEALER/DISTRIBUTOR.

All transportation or shipping charges resulting from the return of machines, parts, or accessories shall be the responsibility of the end-user. When returning, please provide an explanation of the problem and include the serial number of the machine as well as the name of the selling organization. The Technical Service department of the authorized Dealer Service Center or the factory will investigate and then contact you.

Transportation of hazardous waste or contaminated equipment is subject to various laws and regulations. In returning machines, parts, or accessories under this limited warranty, the end user must certify in writing that the machines, parts or accessories being returned have not been used for handling, clean up, or disposal of hazardous waste or hazardous materials including but not limited to such things as asbestos, anthrax etc. or if the machines, parts or accessories being returned have been used for handling, clean up, or disposal of hazardous waste or hazardous materials, then the end user must have the machines, parts or accessories decontaminated by licensed and qualified decontamination professionals and provide written certification of this decontamination signed by the decontamination professionals. These machines, parts or accessories are to be returned only to the local Authorized Service Center for Warranty service along with decontamination certification.

CYCLONE TECHNOLOGY LLC. reserves the right to change its warranty policy without notice.

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**IF SUBMITTING BID FOR
EQUIVALENT/ALTERNATIVE ITEM,
INSERT ITEMIZED COMPARISON HERE**

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: KENTON COUNTY AIRPORT
 Address: 77 COMAIR BLVD. ERLANGER, KY 41018
 Contact Person and Title: MATT GALTERT, SENIOR MANAGER AIRFIELD
 Phone: 859.743.5822 Fax: 859.767.7825 MAINTENANCE
 Email Address: MGALTERT@CVGAIRPORT.COM Contract Period: _____
 Scope of Work: PURCHASED CYCLONE CY5500

REFERENCE TWO

Government/Company Name: SCRUBZONI INC.
 Address: _____
 Contact Person and Title: NICK LENOCI, PRESIDENT
 Phone: 407.766.8692 Fax: _____
 Email Address: NLENOCI@SCRUBZONI.COM Contract Period: _____
 Scope of Work: PURCHASED CYCLONE CY5500

REFERENCE THREE

Government/Company Name: PRESSURE WASHING LA.
 Address: _____
 Contact Person and Title: JUAN BARRAGAN
 Phone: 310.658.0791 Fax: _____
 Email Address: JUAN.BARRAGAN@PRESSUREWASHINGLA.COM Contract Period: _____
 Scope of Work: PURCHASED CY5500

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.

CYCLONE TECHNOLOGY LLC

Bidder (Entity Name)

Chris M. Williams

Signature

1845 W. 1ST STREET STE.101

Street & Mailing Address

CHRIS M. WILLIAMS

Print Name

TEMPE, AZ 85281

City, State & Zip

DEC. 3, 2020

Date Signed

602.684.6645

Telephone Number

480.345.3967

Fax Number

CHRIS.WILLIAMS@CYCLONECLEAN.COM

E-mail Address

Bidder Shall Return Completed Form with Offer.

Certificate of Buy American Compliance for Manufactured Products

The Buy American Preferences under 49 U.S.C. § 50101 require that all steel and manufactured goods used in Airport Improvement Program (AIP) funded projects be produced in the United States. In accepting AIP funding, grant recipients must certify that all steel or manufactured products used on any portion of the AIP-funded project are produced in the United States and are of 100 percent U.S. materials.

Under 49 U.S.C. § 50101(b), the FAA has the authority to waive these Buy American Preferences if certain market or product conditions exist. These are:

- Applying the Buy American Preferences would be inconsistent with the public interest;
- The steel or goods produced in the U.S. are not produced in a sufficient and reasonably available amount or are not of a satisfactory quality;
- When the cost of components and subcomponents produced in the U.S. is more than 60 percent of the cost of all components of the facility or equipment procured and final assembly occurs in the United States; or
- Including domestic material will increase the cost of the overall project by more than 25 percent.

49 U.S.C. § 50101 also prohibits fraudulent use of "Made in America" labels, "a person shall not intentionally affix a label bearing the inscription of "Made in America", or any inscription with that meaning, to any product sold or shipped in the United States, if that product is not a domestic product.

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 U.S.C. § 50101 by selecting one of the following certification statements. These statements are mutually exclusive.

Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

Bidder or offeror hereby certifies that it will comply with 49 USC 50101 by:

---OR---

Bidder or offeror hereby certifies that it cannot comply with 49 USC 50101 by, however it may be eligible for an exemption by the FAA.

 12/3/2020
Signature / Date

MANAGER, SALES & MARKETING
Title

CYCLONE TECHNOLOGY LLC
Company / Offeror

IFB-20-053/JW

IFB/RFP/RFQ number

CERTIFICATION REGARDING LOBBYING

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) 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.
- (b) 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.
- (c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying 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).

The Contractor, CYCLONE TECHNOLOGY, LLC, 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

CHRIS M. WILLIAMS, MANAGER, SALES & MARKETING
Printed Name and Title of Contractor's Authorized Official

Dec. 3, 2020
Date

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Qualifications (RFQ) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFQ-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Sub-awardee Tier <input type="checkbox"/> , If Known:	If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime:	
Congressional District, if known:		Congressional District, if known:
Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____	
Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services (including address if different from No. 10a) <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

Bidder Shall Return Completed Form with Offer.

Local Government Officer Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>		
<p>1 Name of Local Government Officer</p>		OFFICE USE ONLY <div style="border: 1px solid black; padding: 5px; height: 100px; width: 100%;">Date Received</div>
<p>2 Office Held</p>		
<p>3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</p>		
<p>4 Description of the nature and extent of employment or other business relationship with vendor named in Item 3</p>		
<p>5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in Item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</p> <p>Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____</p> <p style="text-align: center;">(attach additional forms as necessary)</p>		
<p>6 AFFIDAVIT</p> <p>I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p>		
<hr style="width: 20%; margin-left: auto; margin-right: 0;"/> <div style="display: inline-block; text-align: right;">Signature of Local Government Officer</div>		
<p>AFFIX NOTARY STAMP / SEAL ABOVE</p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.</p>		
<div style="display: flex; justify-content: space-between;"> <div style="width: 30%;">Signature of officer administering oath</div> <div style="width: 30%;">Printed name of officer administering oath</div> <div style="width: 30%;">Title of officer administering oath</div> </div>		

Adopted 8/7/2015

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		
<p>1 <input type="checkbox"/> Name of vendor who has a business relationship with local governmental entity.</p>		OFFICE USE ONLY
<p>2 <input type="checkbox"/> <input checked="" type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		Date Received
<p>3 <input type="checkbox"/> Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center;">Name of Officer</p> <p>This section (Item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p> <p style="border: 1px solid black; height: 40px; margin-top: 10px;">4</p>		
Signature of vendor doing business with the governmental entity		Date

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

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?

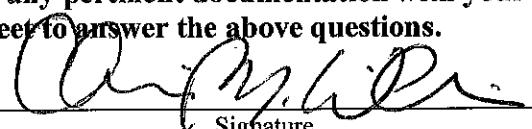
Yes No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?

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.

CHRIS M. WILLIAMS
Printed Name of Authorized Representative


Signature

SALES & MARKETING MANAGER
Title

DEC. 3, 2020
Date

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): CHRIS M. WILLIAMS

Title: MANAGER - SALES & MARKETING

Signature: Chris M. Williams

Date: DEC. 3, 2020

E-mail address: CHRIS.WILLIAMS@CYCLONECLEAN.COM

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

Name (print or type): ANNA STIDHAM

Title: ACCOUNTANT

Date: _____

E-mail address: ANNA.STIDHAM@BLASTRAC.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 CYCLONE TECHNOLOGY LLC [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.):	81-3781455
Company Name submitting bid/proposal:	<u>CYCLONE TECHNOLOGY LLC</u>
Mailing address:	<u>13201 N. SANTA FE AVE. OKLAHOMA CITY, OK 73114</u>
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.

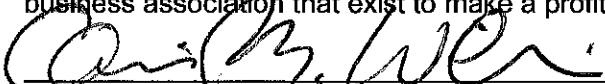
House Bill 89 Verification

I, CHRISTOPHER WILLIAMS, the undersigned representative of (company or business name) CYCLONE TECHNOLOGY 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

12/11/2020

Date

On this 11 day of DEC, 2020, personally appeared

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

Notary Seal

James Gulley

Notary Signature

12/11/2020

Date



JAMES GULLEY
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires May 4, 2021

Bidder Shall Return Completed Form with Offer.

Senate Bill 252 Certification

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

Company Name

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

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

STATE OF _____ COUNTY OF _____

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

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

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

Name and address of bidder: _____

Fax: _____ Telephone#: _____

by: _____ Title: _____
(print name)

Signature: _____

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

this the _____ day of _____, 20 ____.

Notary Public in and for
the State of _____

Bidder Shall Return Completed Form with Offer.

SEALED

BID

JAMES WEST
Jefferson County Purchasing Dept.
1149 Pearl St. 1st Floor
Beaumont, TX 77701

Reliable Sturdy Pak

BID #: 1FB 20-053/5W

BID NAME: MOBILE PRESSURE WASHER FOR THE JACK BROOKS REGIONAL AIRPORT

DUDE DATE: DECEMBER 16, 2020

BIDDER: CHRISTOPHER M. WILLIAMS
CYCLOWE TECHNOLOGY LLC
1845 W. 1st STREET STE. 101
TEMPE, AZ 85281

ORIGIN ID:SCFA (602) 684-6645
 CHRISTOPHER WILLIAMS
 CYCLONE TECHNOLOGY
 6626 E MARISA LN

PHOENIX, AZ 85054
 UNITED STATES US

SHIP DATE: 12DEC20
 ACTWGT:
 CAD: 6987236/SSFO1820
 DIMS: 1x1x1 IN

BILL CREDIT CARD

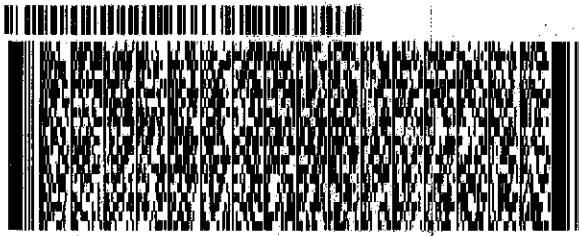
JAMEY WEST
 JEFFERSON COUNTY PURCHASING DEPARTM
 1149 PEARL ST

Part # 150287-435 7812 8842 3178
 BEAUMONT TX 77701

REF: B10.D0CS

PO:

DEPT:

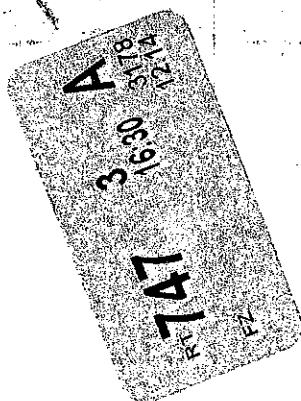


MON - 14 DEC 4:30P
 STANDARD OVERNIGHT

TRK# 7812 8842 3178
 0201

77701
 TX-US IAH

Me XH BPTA



X

ATTACHMENT A

IFB 20-052/YS
 Keith Lake Boat Ramp Modification

MK Constructors					
Item Code		Unit	Approx. Quantities	Unit Price	Item Total
Item No.	Code				
0420	6180		SY	84.25	635.00
0500	6001		LS	1.00	8,076.25
0502	6001		MO	2.00	650.00
5150	6001		EA	52.00	150.00
5151	6001		EA	16.00	50.00
		Total Bid Amount	\$79,900.00		
			Attendance at Pre-Bid	yes	
			Bid Bond Included	yes	

MK Constructors
 PO Box 1208
 Vidor TX 77670
 attn: Kenneth D. Stewart
ken@mkconstructors.com
 ph: 409-769-0089
 fx: 409-769-1288

**CONTRACT RENEWAL FOR IFB 19-062/YS
TERM CONTRACT FOR INMATE SHOES FOR JEFFERSON
COUNTY**

The County entered into a contract with PRIDE Enterprises for one (1) year, from January 7, 2020 to January 6, 2021, 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 January 6, 2021 to January 5, 2022.

ATTEST:

JEFFERSON COUNTY, TEXAS

By R. Guidry, Chief Deputy *Jeff Braniak*
Carolyn L. Guidry, County Clerk *Jeff Braniak, County Judge*
EXECUTED D. AWRED



CONTRACTOR:
PRIDE Enterprises

James Brown
James Brown, Customer Service Manager



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah Clark, Purchasing Agent

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

AMENDMENT II TO CONTRACT

December 22, 2020

Southeast Texas Building Service, Inc.
 3304 Spurlock
 Nederland TX 77627
 Attention: Mr. Robert Bodin, Jr.

Dear Mr. Bodin:

This letter will serve as Amendment II (two) to contract RFP 18-034/YS, Janitorial Services for Jefferson County.

Amendment I (one) will change service cost of \$13,000.00 annually to \$17,000.00 annually due to the increase from 2,476 square feet to 3,255 square and additional upgrades of the Mid-County Tax Office.

Service Location	Unit Price Per Visit	Extended Weekly Price	Weeks per Year	Extended Annual Total
Mid-County Tax Office 4605 Jerry Ware Drive, Beaumont Mon-Fri, 5:30pm-12:00midnight Floors: 1; Elevators: 0 Sq Ft: 3,255 To be serviced: 5days/week	\$65.39	\$326.92	X52	\$17,000.00

Please sign below, and return to Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us.

Robert Bodin
 Southeast Texas Building Service, Inc.

12-18-20

Date

Jeff R. Branick
 Jefferson Count Judge

12-22-20

Date

Attest:

Jeff. Gord - , Chief Deputy
 12/22/20



ATTACHMENT B

LexisNexis ACCURINT Agreements (January 1, 2021 – December 31, 2021)

Agreement Number	Department	Number of Users	Cost Per Month
Agreement 20-056/JW	Public Health Department	3 (@ \$91.00 per user)	\$273.00
Agreement 20-057/JW	County Judge's Office	1	\$96.55
Agreement 20-058/JW	Justice of the Peace, Precinct No. 6	1	\$96.55
Agreement 20-059/JW	Justice of the Peace, Precinct No. 7	1	\$96.55
Agreement 20-060/JW	Justice of the Peace, Precinct No. 8	1	\$96.55
Agreement 20-061/JW	Justice of the Peace, Precinct 1, Place 2	1	\$96.55
Agreement 20-062/JW	Constable, Precinct No. 6	1	\$96.55

LexisNexis Risk Solutions

SCHEDULE A
Accurint for Government
(Per User Subscription)

Customer Name:	JEFFERSON COUNTY PUBLIC HEALTH DEPARTMENT
Billgroup #:	ACC-1742407
LN Account Manager:	Amber Altic

This Schedule A sets forth additional or amended terms and conditions for the use of the Accurint for Government services ("LN Services"), as set forth in the services agreement between Customer and LN or LN's affiliate(s) for the LN Services ("Agreement"), to which this Schedule A is incorporated by reference. The LN Services herein shall be provided by LexisNexis Risk Solutions FL Inc. ("LN"). Customer acknowledges that the services provided under this Schedule A are non-FCRA services and are not "consumer reports" within the meaning of the FCRA and Customer agrees not to use such reports in any manner that would cause them to be characterized as "consumer reports".

1. SCHEDULE A TERM

The term of this Schedule A will be 12 months beginning January 1, 2021 and ending December 31, 2021 (the "Term"). If an account is activated after the first day of a calendar month, charges will not be pro-rated.

2. FEES

2.1 User Fees: The following table (the "Price Table") describes the agreed upon user fees (the "User Fees"):

PRICE TABLE	
Standard Features Fee (per user):	\$91.00
Premium Features:	
Email Search	\$0.00
Real Time Phone Search	\$0.00
Total Monthly User Fees (per user):	\$91.00
Minimum Number of Users	3
Total Monthly Minimum Amount	\$273.00

All of the searches and reports included in the attached Price Schedule are referred to as the "Features". The User Fees include unlimited access to all Features, excluding those Features identified herein as Excluded Features but including the Premium Features listed in the Price Table. User Fees shall be due each month for: (i) any User ID upon which any search occurs during a calendar month; and (ii) any User ID activated on Customer's account which was not used to perform any searches and is not suspended or terminated by the close of business on the last day of any calendar month.

2.2 Features Not Included: The following Features ("Excluded Features") are not included in the User Fees and shall in all cases be charged separately according to the pricing specified in the attached Price Schedule:

Bankruptcy Docket Sheet
Bankruptcy Documents
Business Link Report
Canadian Phones
Comprehensive Healthcare Business and Provider Report
Contact Card Report
Court Search Wizard
Disclosed Entity Service
Dun & Bradstreet Global Market Identifiers
Dun & Bradstreet Search and Report

DE Corporation Search and Report
Email Search
FCRA Credit Reports
Federal Civil Court Records Search
Flat Rate Comprehensive Healthcare Business and Provider Report
Government Location Report
Identity Authenticate
Identity Verification
Medical, Employment Or Business Records Retrieval
MVR Reports (Driving Records)
National Motor Vehicle Accident Search and Report
News Searches
Online Batch
OSHA Investigative Reports Search
Property Deed Image
Provider Report Card
Provider Sanction Search and Report
Provider Search and Report
Real Time Person Search
Real Time Phone Search
SEC Filings
Virtual Identity Search and Report
Workplace Locator
XML

LN standard pricing will be in effect for any new features made generally available by LN subsequent to the execution of this Schedule A.

2.3 Payment Amount: Customer shall pay to LN each month the greater of: (i) the total User Fees and applicable Excluded Features fees; or (ii) the total monthly minimum amount(s) of \$273.00.

3. EXPIRATION

Unless otherwise accepted by LN, the terms herein are valid if the Schedule A is signed by the Customer and received by LN on or before **December 31, 2020**.

4. CONFIDENTIAL INFORMATION

This Schedule A contains the confidential pricing information of LN. Customer acknowledges that the disclosure of such pricing information could cause competitive harm to LN, and as such, Customer agrees to maintain this Schedule A in trust and confidence and take reasonable precautions against disclosure to any third party to the extent permitted by local and state law.

AGREED TO AND ACCEPTED BY: JEFFERSON COUNTY PUBLIC HEALTH DEPARTMENT

Signed:

Jeff R. Branick

Name:

Jefferson County Judge

Title:

Date:

December 22, 2020

ATTEST
DATE



Accurint for Government
(Updated October 8, 2020)
(Plan 44)

(Pricing is per hit unless otherwise indicated. All searches/reports with a price of \$0.00 are considered "Standard Features" and are included in Subscription plan.)

PRICE SCHEDULE (Subscription)	
ACCURINT FOR GOVERNMENT FEATURES	PRICE
Advanced Motor Vehicle Search	\$0.00
Advanced Person Alerts Update	\$0.00
Advanced Person Search	\$0.00
Automated Valuation Model (AVM) Report	\$0.00
Associates ("Next Steps")	\$0.00
Bankruptcies, Liens & Judgments Search	\$0.00
Bankruptcy Search	\$0.00
Bankruptcy Report	\$0.00
Bankruptcy Docket Sheet (\$0.50 For First 5 Pages & \$0.20 Per Page Thereafter) (not discountable)	\$0.50
Bankruptcy Documents (Per Page, Up To Max Charge Of \$6 Per Document) (not discountable)	\$0.20
Boolean Search	\$0.00
Business Credit	\$0.00
Business Credit Report	\$0.00
Business InstantID	\$0.00
Business InstantID & FraudDefender	\$0.00
Business Search	\$0.00
Businesses In The News (not discountable)	\$5.00
Canadian Phones	\$0.40
Civil Courts Search (Report Included)	\$0.00
CLIA Report	\$0.00
Concealed Weapons Permit	\$0.00
Corporation Filings (Report Included Except In Delaware)	\$0.00
Court Search Wizard (Additional Fees May Apply; Orders Are Non-Refundable)	--
-County Civil Lower & Upper Court - 7 Year (not discountable)	\$35.00
-County Civil Lower & Upper Court - 10 Year (not discountable)	\$40.00
-County Criminal - 7 Year (not discountable)	\$25.00
-County Criminal - 10 Year (not discountable)	\$30.00
-Federal Division Civil - 7 Year (not discountable)	\$16.00
-Federal Division Civil - 10 Year (not discountable)	\$25.00
-Federal Division Criminal - 7 Year (not discountable)	\$16.00
-Federal Division Criminal - 10 Year (not discountable)	\$25.00
-Statewide Criminal (not discountable)	\$24.00
Criminal Records	\$0.00
Criminal Records Report	\$0.00
DEA Controlled Substances License Search	\$0.00
Death Records	\$0.00
Death Records Report	\$0.00

Customized Schedule A

Accurint for Government (Plan 44)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Delaware Corporations (not discountable)	\$1.00
Delaware Corporations Report (not discountable)	\$11.00
Disclosed Entity Service (charged per search) (not discountable)	\$5.00
Driver Licenses	\$0.00
Dun & Bradstreet Global Market Identifiers Search	\$3.75
Dun & Bradstreet Search (not discountable)	\$0.25
Dun & Bradstreet Report (not discountable)	\$3.75
Email Search	\$0.40
FAA Aircraft (Report Included)	\$0.00
FAA Pilots (Report Included)	\$0.00
Federal Civil Court Records Search (charged per search)	\$2.00
Federal Criminal Court Records Search	\$0.00
Federal Firearms & Explosives	\$0.00
Federal Employer ID Numbers (FEIN)	\$0.00
Fictitious Business Name	\$0.00
Foreclosures Search (Report Included)	\$0.00
Hunting/Fishing Licenses	\$0.00
Identity Authenticate (charged per search)	\$1.25
Identity Verification (charged per search)	\$0.60
InstantID Consumer Search	\$0.00
InstantID Consumer & FraudDefender Search	\$0.00
Liens & Judgments	\$0.00
Liens & Judgments Report	\$0.00
Marriages / Divorces Search	\$0.00
Motor Vehicles Search	\$0.00
Motor Vehicles Report	\$0.00
MVR Reports (Driving Records)** (plus state fee) (charged per search) (not discountable)	\$6.00
** Coverage and state fees are available in the product and are subject to change	--
National Motor Vehicle Accident Search & Report (not discountable)	\$3.00
National UCC Filings (Report Included)	\$0.00
NCPDP (National Council for Prescription Drug Programs) Search	\$0.00
NCPDP (National Council for Prescription Drug Programs) Report	\$0.00
Neighbors ("Next Steps")	\$0.00
NPI Report	\$0.00
OSHA Investigative Reports Search	\$1.00
Passport Validation	\$0.00
People At Work Search	\$0.00
People In The News (not discountable)	\$5.00
Person Alerts Monitoring (Monthly Monitoring Transactions Per Acct.) (Alerts Charged At Regular Price)	--
-1 - 50	\$0.00
-51 - 250	\$0.00
-251 - 500	\$0.00
-501 - 1,000	\$0.00
-1,001 - 5,000	\$0.00
-5,001 - 25,000	\$0.00

Customized Schedule A**Accurint for Government (Plan 44)**

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

-25,001 - 100,000	\$0.00
Professional Licenses (Report Included)	\$0.00
Property Assessment Search	\$0.00
Property Assessment Report	\$0.00
Property Deed Search	\$0.00
Property Deed Report (excluding Deed Image)	\$0.00
Property Deed Image (additional charge when ordered from within Property Reports) (not discountable)	\$8.00
Property Search (Property Assessments, Deeds & Mortgages)	\$0.00
Property Report (Property Assessments, Deeds & Mortgages, excluding Deed Image)	\$0.00
Provider Search	\$0.25
Provider Report	\$5.00
Provider Report Card (charged per search)	\$5.00
Provider Sanction Search (charged per search)	\$0.25
Provider Sanction Report	\$5.00
Real Time Person Search (charged per search)	\$3.50
Real Time Phone Search	\$0.50
Relatives ("Next Steps")	\$0.00
Relatives, Neighbors & Associates ("Next Steps")	\$0.00
Relavint Visual Link Analysis (Per Diagram)	\$0.00
Satellite Image Search	\$0.00
SEC Filings Search	\$3.50
Sexual Offenders (Report Included)	\$0.00
SIRIS	\$0.00
USA Patriot Act	\$0.00
Virtual Identity Search & Report	\$2.00
Voter Registrations	\$0.00
Watercraft	\$0.00
Watercraft Report	\$0.00
WorkPlace Locator (not discountable)	\$3.50
Reports	
Asset Report: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings.	\$0.00
Business Link Report (charged per search)	\$5.00
Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, National Motor Vehicle Accident Search & Report, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.	\$0.00
Contact Card Report: Summary Report: Names Associated with Subject, Contact List: At Home, At Work, Through Family, Through Associates, Through Neighbors, Possible Relocation, Address Summary and Phones Plus (optional).	\$3.50
Entitlement Report: Summary Report, Phones Plus, Bankruptcy, Liens/Judgments, UCC Filings, People At Work, Driver's Licenses, Vehicle Registrations, Property, Watercraft, FAA Pilots, FAA Aircraft, Professional Licenses, Associates, Relatives (3 Degrees), Criminal Records And Sexual Offenders. Results Can Be Restricted By The	\$0.00

Customized Schedule A

Accurint for Government (Plan 44)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

User To Their Applicable Dates Of Interest.	
Finder Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Phone Summary, Current Listed Phones, Unverified Phones With Type And Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones At Historical Addresses, Bankruptcy Filings And Corporate Affiliations.	\$0.00
Government Location Report (charged per search)	\$1.00
Summary Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Census Data, Bankruptcy Indicator, Property Indicator And Corporate Affiliations Indicator.	\$0.00
Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address)	\$0.00
Additional Report Options:	--
-Bankruptcy	\$0.00
-Businesses At Address	\$0.00
-Concealed Weapons Permit Search	\$0.00
-Criminal Records Search	\$0.00
-Criminal Records Report	\$0.00
-Driver Licenses At Address	\$0.00
-Hunting/Fishing License Search	\$0.00
-Liens And Judgments	\$0.00
-Motor Vehicles Registered At Address	\$0.00
-Neighborhood Profile (2010 Census)	\$0.00
-Neighbors At Address	\$0.00
-Property Ownership Current / Previous	\$0.00
-Sexual Offenders Search (Report Included)	\$0.00
Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)	\$0.00
Additional Report Options:	--
-Associated Businesses	\$0.00
-Associated People	\$0.00
-Bankruptcy	\$0.00
-Business Registrations	\$0.00
-Corporation Filings	\$0.00
-Dun & Bradstreet Records (not discountable)	\$3.75
-FAA Aircraft	\$0.00
-IRS 5500	\$0.00
-Liens and Judgments	\$0.00
-Motor Vehicles	\$0.00
-Properties	\$0.00
-UCC Filings	\$0.00
-Watercraft	\$0.00
Custom Comprehensive Report (Base Report Features: Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary, Possible Education, Comprehensive Report Summary)	\$0.00
Additional Report Options:	--
-Associates	\$0.00
-Bankruptcy	\$0.00

Customized Schedule A**Accurint for Government (Plan 44)**

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

-Criminal Records	\$0.00
-DEA Controlled Substances License Search	\$0.00
-Driver Licenses Information	\$0.00
-Email Search	\$0.40
-Federal Firearms & Explosives License Search	\$0.00
-Liens And Judgments	\$0.00
-Motor Vehicle(s) Registration (Watercraft & Boat Trailers Included)	\$0.00
-National Motor Vehicle Accident Search & Report	\$0.00
-Neighborhood Profile (2010 Census)	\$0.00
-Neighbors (Up To 6 Neighbors At 10 Different Addresses)	\$0.00
-People At Work	\$0.00
-Phones Plus	\$0.00
-Professional Licenses (Report Included)	\$0.00
-Properties	\$0.00
-Real Time Vehicle Registrations (charged per search) (not discountable)	\$3.50
-Relatives (Up to 3 Degrees of Separation)	\$0.00
-Sexual Offenders	\$0.00
-Supplemental Data Sources	\$0.00
-UCC Filings	\$0.00
Flat Rate Comprehensive Healthcare Business Report (includes Base Report Features and Additional Report Options listed below)	\$10.00
Comprehensive Healthcare Business Report (Base Report Features: Name, Address and Phone Variations; Parent Company, ID Numbers and Industry Information)	\$0.50
Additional Report Options:	--
-Associated Businesses	\$1.00
-Associated People	\$1.00
-Bankruptcy (charged per search)	\$1.00
-Business Phone Matches	\$0.25
-Business Registrations	\$0.25
-Corporation Filings	\$1.00
-Dun & Bradstreet Records (not discountable)	\$3.75
-FAA Aircraft	\$0.25
-IRS 5500	\$0.00
-Liens And Judgments (charged per search)	\$0.25
-Motor Vehicles	\$0.75
-Properties	\$1.00
-Sanctions	\$0.50
-UCC Filings	\$0.50
-Verification	\$0.75
-Watercraft	\$1.00
Flat Rate Comprehensive Healthcare Provider Report (includes Base Report Features and Additional Report Options listed below)	\$6.00
Comprehensive Healthcare Provider Report (Base Report Features: Gender, Date of Birth, Social Security Number, Tax ID(s) UPIN and NPI number)	\$0.50
Additional Report Options:	--
-Additional Deceased Data Sources	\$0.00
-Associates	\$0.00

Customized Schedule A

Accurint for Government (Plan 44)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

-Bankruptcy (charged per search) (not discountable)	\$0.25
-Business Address Summary	\$0.25
-Business Affiliations	\$0.50
-Business Phone Matches	\$0.25
-DEA Licenses	\$0.25
-Degrees	\$0.00
-Education	\$0.50
-Group Affiliations	\$0.50
-GSA Sanctions (charged per search)	\$0.50
-Hospital Affiliations	\$0.50
-Liens And Judgments (charged per search)	\$0.25
-Medical Licenses (charged per search)	\$1.00
-Possible Criminal Records (charged per search)	\$0.25
-Professional Licenses (charged per search)	\$1.00
-Sanctions (Disciplinary) (charged per search)	\$0.50
-Sexual Offenses (charged per search)	\$1.00
-Specialties	\$0.00
-Verification	\$0.75
Online Batch	
Advanced Person Search	\$0.50
Deceased Person	\$0.25
Address (Single)	\$0.13
Address (Multiple)	\$0.16
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Single)	\$0.23
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Multiple)	\$0.25
Waterfall Phone with Address (single)	\$0.25
Waterfall Phone with Address (multiple)	\$0.30
Address and/or Phone Confirmation (per input) (single)	\$0.03
Address and/or Phone Confirmation (per input) (multiple)	\$0.04
Phones Plus	\$0.50
Real Time Phone Search	\$0.50
Real Time Motor Vehicle Registrations	\$1.50
Property - Add Up To Five Properties Owned By The Subject	\$1.00
Consumer InstantID	\$0.65
Consumer InstantID With Fraud Defender	\$0.95
Consumer InstantID With Red Flags Rule	\$0.90
Business InstantID	\$1.30
Business InstantID With Fraud Defender	\$1.30
Multiple = 2 Or More Phones/Addresses Returned	--

Customized Schedule A**Accurint for Government (Plan 44)**

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

December 16, 2020

LexisNexis Risk Solutions

SCHEDULE A
Accurint for Government
(Per User Subscription)

Customer Name: Jefferson County Judge's Office
 Billgroup #: _____
 LN Account Manager: Mitchell Kessler _____

This Schedule A sets forth additional or amended terms and conditions for the use of the Accurint for Government services ("LN Services"), as set forth in the services agreement between Customer and LN or LN's affiliate(s) for the LN Services ("Agreement"), to which this Schedule A is incorporated by reference. The LN Services herein shall be provided by LexisNexis Risk Solutions FL Inc. ("LN"). Customer acknowledges that the services provided under this Schedule A are non-FCRA services and are not "consumer reports" within the meaning of the FCRA and Customer agrees not to use such reports in any manner that would cause them to be characterized as "consumer reports".

1. SCHEDULE A TERM

The term of this Schedule A will be 12 months beginning January 1, 2021 (the "Initial Term"). Following the Initial Term, this Schedule A shall automatically renew for additional periods of twelve (12) months (each one, a "Renewal Term"), unless written notice of termination is provided to either party at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. If an account is activated after the first day of a calendar month, charges will not be pro-rated.

2. FEES

2.1 User Fees: The following table (the "Price Table") describes the agreed upon user fees (the "User Fees"):

PRICE TABLE	
Standard Features Fee (per user):	\$96.55
Premium Features:	
Total Monthly User Fees (per user):	\$96.55
Minimum Number of Users	1
Total Monthly Minimum Amount	\$96.55

All of the searches and reports included in the attached Price Schedule are referred to as the "Features". The User Fees include unlimited access to all Features, excluding those Features identified herein as Excluded Features but including the Premium Features listed in the Price Table. User Fees shall be due each month for: (i) any User ID upon which any search occurs during a calendar month; and (ii) any User ID activated on Customer's account which was not used to perform any searches and is not suspended or terminated by the close of business on the last day of any calendar month. At the end of each 12-month period beginning on the effective date hereof, User Fees will be increased 3%.

2.2 Features Not Included: The following Features ("Excluded Features") are not included in the User Fees and shall in all cases be charged separately according to the pricing specified in the attached Price Schedule:

Bankruptcy Docket Sheet
Bankruptcy Documents
Business Link Report
Canadian Phones
Comprehensive Healthcare Business and Provider Report
Contact Card Report
Court Search Wizard

December 16, 2020

Disclosed Entity Service
Dun & Bradstreet Global Market Identifiers
Dun & Bradstreet Search and Report
DE Corporation Search and Report
Email Search
FCRA Credit Reports
Federal Civil Court Records Search
Flat Rate Comprehensive Healthcare Business and Provider Report
Government Location Report
Identity Authenticate
Identity Verification
Medical, Employment Or Business Records Retrieval
MVR Reports (Driving Records)
National Motor Vehicle Accident Search and Report
News Searches
Online Batch
OSHA Investigative Reports Search
Property Deed Image
Provider Report Card
Provider Sanction Search and Report
Provider Search and Report
Real Time Person Search
Real Time Phone Search
SEC Filings
Virtual Identity Search and Report
Workplace Locator
XML

LN standard pricing will be in effect for any new features made generally available by LN subsequent to the execution of this Schedule A.

2.3 Payment Amount: Customer shall pay to LN each month the greater of: (i) the total User Fees and applicable Excluded Features fees; or (ii) the total monthly minimum amount(s) of \$96.55.

3. EXPIRATION

Unless otherwise accepted by LN, the terms herein are valid if the Schedule A is signed by the Customer and received by LN on or before **December 29, 2020**.

4. CONFIDENTIAL INFORMATION

This Schedule A contains the confidential pricing information of LN. Customer acknowledges that the disclosure of such pricing information could cause competitive harm to LN, and as such, Customer agrees to maintain this Schedule A in trust and confidence and take reasonable precautions against disclosure to any third party to the extent permitted by local and state law.

AGREED TO AND ACCEPTED BY: Jefferson County Judge's Office

Signed: Jeff R. Brantick
 Name: Jeff R. Brantick
 Title: Jefferson County Judge
 Date: December 22, 2020

ATTEST
DATE



380999.1v2

December 16, 2020

Accurint for Government
(Updated October 8, 2020)
(Plan 44)

(Pricing is per hit unless otherwise indicated. All searches/reports with a price of \$0.00 are considered "Standard Features" and are included in Subscription plan.)

PRICE SCHEDULE (Subscription)	
ACCURINT FOR GOVERNMENT FEATURES	PRICE
Advanced Motor Vehicle Search	\$0.00
Advanced Person Alerts Update	\$0.00
Advanced Person Search	\$0.00
Automated Valuation Model (AVM) Report	\$0.00
Associates ("Next Steps")	\$0.00
Bankruptcies, Liens & Judgments Search	\$0.00
Bankruptcy Search	\$0.00
Bankruptcy Report	\$0.00
Bankruptcy Docket Sheet (\$0.50 For First 5 Pages & \$0.20 Per Page Thereafter) (not discountable)	\$0.50
Bankruptcy Documents (Per Page, Up To Max Charge Of \$6 Per Document) (not discountable)	\$0.20
Boolean Search	\$0.00
Business Credit	\$0.00
Business Credit Report	\$0.00
Business InstantID	\$0.00
Business InstantID & FraudDefender	\$0.00
Business Search	\$0.00
Businesses In The News (not discountable)	\$5.00
Canadian Phones	\$0.40
Civil Courts Search (Report Included)	\$0.00
CLIA Report	\$0.00
Concealed Weapons Permit	\$0.00
Corporation Filings (Report Included Except In Delaware)	\$0.00
Court Search Wizard (Additional Fees May Apply; Orders Are Non-Refundable)	--
-County Civil Lower & Upper Court - 7 Year (not discountable)	\$35.00
-County Civil Lower & Upper Court - 10 Year (not discountable)	\$40.00
-County Criminal - 7 Year (not discountable)	\$25.00
-County Criminal - 10 Year (not discountable)	\$30.00
-Federal Division Civil - 7 Year (not discountable)	\$16.00
-Federal Division Civil - 10 Year (not discountable)	\$25.00
-Federal Division Criminal - 7 Year (not discountable)	\$16.00
-Federal Division Criminal - 10 Year (not discountable)	\$25.00
-Statewide Criminal (not discountable)	\$24.00
Criminal Records	\$0.00
Criminal Records Report	\$0.00
DEA Controlled Substances License Search	\$0.00
Death Records	\$0.00

December 16, 2020

Death Records Report	\$0.00
Delaware Corporations (not discountable)	\$1.00
Delaware Corporations Report (not discountable)	\$11.00
Disclosed Entity Service (charged per search) (not discountable)	\$5.00
Driver Licenses	\$0.00
Dun & Bradstreet Global Market Identifiers Search	\$3.75
Dun & Bradstreet Search (not discountable)	\$0.25
Dun & Bradstreet Report (not discountable)	\$3.75
Email Search	\$0.40
FAA Aircraft (Report Included)	\$0.00
FAA Pilots (Report Included)	\$0.00
Federal Civil Court Records Search (charged per search)	\$2.00
Federal Criminal Court Records Search	\$0.00
Federal Firearms & Explosives	\$0.00
Federal Employer ID Numbers (FEIN)	\$0.00
Fictitious Business Name	\$0.00
Foreclosures Search (Report Included)	\$0.00
Hunting/Fishing Licenses	\$0.00
Identity Authenticate (charged per search)	\$1.25
Identity Verification (charged per search)	\$0.60
InstantID Consumer Search	\$0.00
InstantID Consumer & FraudDefender Search	\$0.00
Liens & Judgments	\$0.00
Liens & Judgments Report	\$0.00
Marriages / Divorces Search	\$0.00
Motor Vehicles Search	\$0.00
Motor Vehicles Report	\$0.00
MVR Reports (Driving Records)** (plus state fee) (charged per search) (not discountable)	\$6.00
** Coverage and state fees are available in the product and are subject to change	--
National Motor Vehicle Accident Search & Report (not discountable)	\$3.00
National UCC Filings (Report Included)	\$0.00
NCPDP (National Council for Prescription Drug Programs) Search	\$0.00
NCPDP (National Council for Prescription Drug Programs) Report	\$0.00
Neighbors ("Next Steps")	\$0.00
NPI Report	\$0.00
OSHA Investigative Reports Search	\$1.00
Passport Validation	\$0.00
People At Work Search	\$0.00
People In The News (not discountable)	\$5.00
Person Alerts Monitoring (Monthly Monitoring Transactions Per Acct.) (Alerts Charged At Regular Price)	--
-1 - 50	\$0.00
-51 - 250	\$0.00
-251 - 500	\$0.00
-501 - 1,000	\$0.00

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Accurint for Government (Plan 44)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

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-1,001 - 5,000	\$0.00
-5,001 - 25,000	\$0.00
-25,001 - 100,000	\$0.00
Professional Licenses (Report Included)	\$0.00
Property Assessment Search	\$0.00
Property Assessment Report	\$0.00
Property Deed Search	\$0.00
Property Deed Report (excluding Deed Image)	\$0.00
Property Deed Image (additional charge when ordered from within Property Reports) (not discountable)	\$8.00
Property Search (Property Assessments, Deeds & Mortgages)	\$0.00
Property Report (Property Assessments, Deeds & Mortgages, excluding Deed Image)	\$0.00
Provider Search	\$0.25
Provider Report	\$5.00
Provider Report Card (charged per search)	\$5.00
Provider Sanction Search (charged per search)	\$0.25
Provider Sanction Report	\$5.00
Real Time Person Search (charged per search)	\$3.50
Real Time Phone Search	\$0.50
Relatives ("Next Steps")	\$0.00
Relatives, Neighbors & Associates ("Next Steps")	\$0.00
Relavint Visual Link Analysis (Per Diagram)	\$0.00
Satellite Image Search	\$0.00
SEC Filings Search	\$3.50
Sexual Offenders (Report Included)	\$0.00
SIRIS	\$0.00
USA Patriot Act	\$0.00
Virtual Identity Search & Report	\$2.00
Voter Registrations	\$0.00
Watercraft	\$0.00
Watercraft Report	\$0.00
WorkPlace Locator (not discountable)	\$3.50
Reports	
Asset Report: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings.	\$0.00
Business Link Report (charged per search)	\$5.00
Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, National Motor Vehicle Accident Search & Report, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.	\$0.00
Contact Card Report: Summary Report: Names Associated with Subject, Contact List: At Home, At Work, Through Family, Through Associates, Through Neighbors, Possible Relocation, Address Summary and Phones Plus (optional).	\$3.50
Entitlement Report: Summary Report, Phones Plus, Bankruptcy, Liens/Judgments,	\$0.00

December 16, 2020

UCC Filings, People At Work, Driver's Licenses, Vehicle Registrations, Property, Watercraft, FAA Pilots, FAA Aircraft, Professional Licenses, Associates, Relatives (3 Degrees), Criminal Records And Sexual Offenders. Results Can Be Restricted By The User To Their Applicable Dates Of Interest.	
Finder Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Phone Summary, Current Listed Phones, Unverified Phones With Type And Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones At Historical Addresses, Bankruptcy Filings And Corporate Affiliations.	\$0.00
Government Location Report (charged per search)	\$1.00
Summary Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Census Data, Bankruptcy Indicator, Property Indicator And Corporate Affiliations Indicator.	\$0.00
Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address)	\$0.00
Additional Report Options:	--
-Bankruptcy	\$0.00
-Businesses At Address	\$0.00
-Concealed Weapons Permit Search	\$0.00
-Criminal Records Search	\$0.00
-Criminal Records Report	\$0.00
-Driver Licenses At Address	\$0.00
-Hunting/Fishing License Search	\$0.00
-Liens And Judgments	\$0.00
-Motor Vehicles Registered At Address	\$0.00
-Neighborhood Profile (2010 Census)	\$0.00
-Neighbors At Address	\$0.00
-Property Ownership Current / Previous	\$0.00
-Sexual Offenders Search (Report Included)	\$0.00
Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)	\$0.00
Additional Report Options:	--
-Associated Businesses	\$0.00
-Associated People	\$0.00
-Bankruptcy	\$0.00
-Business Registrations	\$0.00
-Corporation Filings	\$0.00
-Dun & Bradstreet Records (not discountable)	\$3.75
-FAA Aircraft	\$0.00
-IRS 5500	\$0.00
-Liens and Judgments	\$0.00
-Motor Vehicles	\$0.00
-Properties	\$0.00
-UCC Filings	\$0.00
-Watercraft	\$0.00
Custom Comprehensive Report (Base Report Features: Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary, Possible	\$0.00

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Accurint for Government (Plan 44)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

December 16, 2020

Education, Comprehensive Report Summary)	
Additional Report Options:	--
-Associates	\$0.00
-Bankruptcy	\$0.00
-Criminal Records	\$0.00
-DEA Controlled Substances License Search	\$0.00
-Driver Licenses Information	\$0.00
-Email Search	\$0.40
-Federal Firearms & Explosives License Search	\$0.00
-Liens And Judgments	\$0.00
-Motor Vehicle(s) Registration (Watercraft & Boat Trailers Included)	\$0.00
-National Motor Vehicle Accident Search & Report	\$0.00
-Neighborhood Profile (2010 Census)	\$0.00
-Neighbors (Up To 6 Neighbors At 10 Different Addresses)	\$0.00
-People At Work	\$0.00
-Phones Plus	\$0.00
-Professional Licenses (Report Included)	\$0.00
-Properties	\$0.00
-Real Time Vehicle Registrations (charged per search) (not discountable)	\$3.50
-Relatives (Up to 3 Degrees of Separation)	\$0.00
-Sexual Offenders	\$0.00
-Supplemental Data Sources	\$0.00
-UCC Filings	\$0.00
Flat Rate Comprehensive Healthcare Business Report (includes Base Report Features and Additional Report Options listed below)	\$10.00
Comprehensive Healthcare Business Report (Base Report Features: Name, Address and Phone Variations; Parent Company, ID Numbers and Industry Information)	\$0.50
Additional Report Options:	--
-Associated Businesses	\$1.00
-Associated People	\$1.00
-Bankruptcy (charged per search)	\$1.00
-Business Phone Matches	\$0.25
-Business Registrations	\$0.25
-Corporation Filings	\$1.00
-Dun & Bradstreet Records (not discountable)	\$3.75
-FAA Aircraft	\$0.25
-IRS 5500	\$0.00
-Liens And Judgments (charged per search)	\$0.25
-Motor Vehicles	\$0.75
-Properties	\$1.00
-Sanctions	\$0.50
-UCC Filings	\$0.50
-Verification	\$0.75
-Watercraft	\$1.00
Flat Rate Comprehensive Healthcare Provider Report (includes Base Report Features and Additional Report Options listed below)	\$6.00

December 16, 2020

Comprehensive Healthcare Provider Report (Base Report Features: Gender, Date of Birth, Social Security Number, Tax ID(s) UPIN and NPI number)	\$0.50
Additional Report Options:	--
-Additional Deceased Data Sources	\$0.00
-Associates	\$0.00
-Bankruptcy (charged per search) (not discountable)	\$0.25
-Business Address Summary	\$0.25
-Business Affiliations	\$0.50
-Business Phone Matches	\$0.25
-DEA Licenses	\$0.25
-Degrees	\$0.00
-Education	\$0.50
-Group Affiliations	\$0.50
-GSA Sanctions (charged per search)	\$0.50
-Hospital Affiliations	\$0.50
-Liens And Judgments (charged per search)	\$0.25
-Medical Licenses (charged per search)	\$1.00
-Possible Criminal Records (charged per search)	\$0.25
-Professional Licenses (charged per search)	\$1.00
-Sanctions (Disciplinary) (charged per search)	\$0.50
-Sexual Offenses (charged per search)	\$1.00
-Specialties	\$0.00
-Verification	\$0.75
Online Batch	
Advanced Person Search	\$0.50
Deceased Person	\$0.25
Address (Single)	\$0.13
Address (Multiple)	\$0.16
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Single)	\$0.23
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Multiple)	\$0.25
Waterfall Phone with Address (single)	\$0.25
Waterfall Phone with Address (multiple)	\$0.30
Address and/or Phone Confirmation (per input) (single)	\$0.03
Address and/or Phone Confirmation (per input) (multiple)	\$0.04
Phones Plus	\$0.50
Real Time Phone Search	\$0.50
Real Time Motor Vehicle Registrations	\$1.50
Property - Add Up To Five Properties Owned By The Subject	\$1.00
Consumer InstantID	\$0.65
Consumer InstantID With Fraud Defender	\$0.95
Consumer InstantID With Red Flags Rule	\$0.90
Business InstantID	\$1.30

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Accurint for Government (Plan 44)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

December 16, 2020

Business InstantID With Fraud Defender	\$1.30
Multiple = 2 Or More Phones/Addresses Returned	--

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Accurint for Government (Plan 44)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

LexisNexis Risk Solutions

SCHEDULE A
Accurint for Government
(Per User Subscription)

Customer Name: Jefferson County Justice of the Peace Precinct No. 6
 Billgroup #: _____
 LN Account Manager: Mitchell Kessler

This Schedule A sets forth additional or amended terms and conditions for the use of the Accurint for Government services ("LN Services"), as set forth in the services agreement between Customer and LN or LN's affiliate(s) for the LN Services ("Agreement"), to which this Schedule A is incorporated by reference. The LN Services herein shall be provided by LexisNexis Risk Solutions FL Inc. ("LN"). Customer acknowledges that the services provided under this Schedule A are non-FCRA services and are not "consumer reports" within the meaning of the FCRA and Customer agrees not to use such reports in any manner that would cause them to be characterized as "consumer reports".

1. SCHEDULE A TERM

The term of this Schedule A will be 12 months beginning January 1, 2021 and shall automatically expire December 31st, 2021. If an account is activated after the first day of a calendar month, charges will not be pro-rated.

2. FEES

2.1 User Fees: The following table (the "Price Table") describes the agreed upon user fees (the "User Fees"):

PRICE TABLE	
Standard Features Fee (per user):	\$96.55
Premium Features:	
Total Monthly User Fees (per user):	\$96.55
Minimum Number of Users	1
Total Monthly Minimum Amount	\$96.55

All of the searches and reports included in the attached Price Schedule are referred to as the "Features". The User Fees include unlimited access to all Features, excluding those Features identified herein as Excluded Features but including the Premium Features listed in the Price Table. User Fees shall be due each month for: (i) any User ID upon which any search occurs during a calendar month; and (ii) any User ID activated on Customer's account which was not used to perform any searches and is not suspended or terminated by the close of business on the last day of any calendar month. At the end of each 12-month period beginning on the effective date hereof, User Fees will be increased 3%.

2.2 Features Not Included: The following Features ("Excluded Features") are not included in the User Fees and shall in all cases be charged separately according to the pricing specified in the attached Price Schedule:

Bankruptcy Docket Sheet
Bankruptcy Documents
Business Link Report
Canadian Phones
Comprehensive Healthcare Business and Provider Report
Contact Card Report
Court Search Wizard
Disclosed Entity Service
Dun & Bradstreet Global Market Identifiers

Dun & Bradstreet Search and Report
DE Corporation Search and Report
Email Search
FCRA Credit Reports
Federal Civil Court Records Search
Flat Rate Comprehensive Healthcare Business and Provider Report
Government Location Report
Identity Authenticate
Identity Verification
Medical, Employment Or Business Records Retrieval
MVR Reports (Driving Records)
National Motor Vehicle Accident Search and Report
News Searches
Online Batch
OSHA Investigative Reports Search
Property Deed Image
Provider Report Card
Provider Sanction Search and Report
Provider Search and Report
Real Time Person Search
Real Time Phone Search
SEC Filings
Virtual Identity Search and Report
Workplace Locator
XML

LN standard pricing will be in effect for any new features made generally available by LN subsequent to the execution of this Schedule A.

2.3 Payment Amount: Customer shall pay to LN each month the greater of: (i) the total User Fees and applicable Excluded Features fees; or (ii) the total monthly minimum amount(s) of \$96.55.

3. EXPIRATION

Unless otherwise accepted by LN, the terms herein are valid if the Schedule A is signed by the Customer and received by LN on or before **December 29, 2020**.

4. CONFIDENTIAL INFORMATION

This Schedule A contains the confidential pricing information of LN. Customer acknowledges that the disclosure of such pricing information could cause competitive harm to LN, and as such, Customer agrees to maintain this Schedule A in trust and confidence and take reasonable precautions against disclosure to any third party to the extent permitted by local and state law.

AGREED TO AND ACCEPTED BY: Jefferson County Justice of the Peace Precinct No. 6

Signed: Jeff R. Brantick
 Name: Jeff R. Brantick
 Title: Jefferson County Judge
 Date: December 29, 2020

ATTEST
DATE



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Accurint for Government
(Updated October 8, 2020)
(Plan 44)

(Pricing is per hit unless otherwise indicated. All searches/reports with a price of \$0.00 are considered "Standard Features" and are included in Subscription plan.)

PRICE SCHEDULE (Subscription)	
ACCURINT FOR GOVERNMENT FEATURES	PRICE
Advanced Motor Vehicle Search	\$0.00
Advanced Person Alerts Update	\$0.00
Advanced Person Search	\$0.00
Automated Valuation Model (AVM) Report	\$0.00
Associates ("Next Steps")	\$0.00
Bankruptcies, Liens & Judgments Search	\$0.00
Bankruptcy Search	\$0.00
Bankruptcy Report	\$0.00
Bankruptcy Docket Sheet (\$0.50 For First 5 Pages & \$0.20 Per Page Thereafter) (not discountable)	\$0.50
Bankruptcy Documents (Per Page, Up To Max Charge Of \$6 Per Document) (not discountable)	\$0.20
Boolean Search	\$0.00
Business Credit	\$0.00
Business Credit Report	\$0.00
Business InstantID	\$0.00
Business InstantID & FraudDefender	\$0.00
Business Search	\$0.00
Businesses In The News (not discountable)	\$5.00
Canadian Phones	\$0.40
Civil Courts Search (Report Included)	\$0.00
CLIA Report	\$0.00
Concealed Weapons Permit	\$0.00
Corporation Filings (Report Included Except In Delaware)	\$0.00
Court Search Wizard (Additional Fees May Apply; Orders Are Non-Refundable)	--
-County Civil Lower & Upper Court - 7 Year (not discountable)	\$35.00
-County Civil Lower & Upper Court - 10 Year (not discountable)	\$40.00
-County Criminal - 7 Year (not discountable)	\$25.00
-County Criminal - 10 Year (not discountable)	\$30.00
-Federal Division Civil - 7 Year (not discountable)	\$16.00
-Federal Division Civil - 10 Year (not discountable)	\$25.00
-Federal Division Criminal - 7 Year (not discountable)	\$16.00
-Federal Division Criminal - 10 Year (not discountable)	\$25.00
-Statewide Criminal (not discountable)	\$24.00
Criminal Records	\$0.00
Criminal Records Report	\$0.00
DEA Controlled Substances License Search	\$0.00
Death Records	\$0.00

Customized Schedule A

Accurint for Government (Plan 44)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Death Records Report	\$0.00
Delaware Corporations (not discountable)	\$1.00
Delaware Corporations Report (not discountable)	\$11.00
Disclosed Entity Service (charged per search) (not discountable)	\$5.00
Driver Licenses	\$0.00
Dun & Bradstreet Global Market Identifiers Search	\$3.75
Dun & Bradstreet Search (not discountable)	\$0.25
Dun & Bradstreet Report (not discountable)	\$3.75
Email Search	\$0.40
FAA Aircraft (Report Included)	\$0.00
FAA Pilots (Report Included)	\$0.00
Federal Civil Court Records Search (charged per search)	\$2.00
Federal Criminal Court Records Search	\$0.00
Federal Firearms & Explosives	\$0.00
Federal Employer ID Numbers (FEIN)	\$0.00
Fictitious Business Name	\$0.00
Foreclosures Search (Report Included)	\$0.00
Hunting/Fishing Licenses	\$0.00
Identity Authenticate (charged per search)	\$1.25
Identity Verification (charged per search)	\$0.60
InstantID Consumer Search	\$0.00
InstantID Consumer & FraudDefender Search	\$0.00
Liens & Judgments	\$0.00
Liens & Judgments Report	\$0.00
Marriages / Divorces Search	\$0.00
Motor Vehicles Search	\$0.00
Motor Vehicles Report	\$0.00
MVR Reports (Driving Records)** (plus state fee) (charged per search) (not discountable)	\$6.00
** Coverage and state fees are available in the product and are subject to change	--
National Motor Vehicle Accident Search & Report (not discountable)	\$3.00
National UCC Filings (Report Included)	\$0.00
NCPDP (National Council for Prescription Drug Programs) Search	\$0.00
NCPDP (National Council for Prescription Drug Programs) Report	\$0.00
Neighbors ("Next Steps")	\$0.00
NPI Report	\$0.00
OSHA Investigative Reports Search	\$1.00
Passport Validation	\$0.00
People At Work Search	\$0.00
People In The News (not discountable)	\$5.00
Person Alerts Monitoring (Monthly Monitoring Transactions Per Acct.) (Alerts Charged At Regular Price)	--
-1 - 50	\$0.00
-51 - 250	\$0.00
-251 - 500	\$0.00

Customized Schedule A

Accurint for Government (Plan 44)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

-501 - 1,000	\$0.00
-1,001 - 5,000	\$0.00
-5,001 - 25,000	\$0.00
-25,001 - 100,000	\$0.00
Professional Licenses (Report Included)	\$0.00
Property Assessment Search	\$0.00
Property Assessment Report	\$0.00
Property Deed Search	\$0.00
Property Deed Report (excluding Deed Image)	\$0.00
Property Deed Image (additional charge when ordered from within Property Reports) (not discountable)	\$8.00
Property Search (Property Assessments, Deeds & Mortgages)	\$0.00
Property Report (Property Assessments, Deeds & Mortgages, excluding Deed Image)	\$0.00
Provider Search	\$0.25
Provider Report	\$5.00
Provider Report Card (charged per search)	\$5.00
Provider Sanction Search (charged per search)	\$0.25
Provider Sanction Report	\$5.00
Real Time Person Search (charged per search)	\$3.50
Real Time Phone Search	\$0.50
Relatives ("Next Steps")	\$0.00
Relatives, Neighbors & Associates ("Next Steps")	\$0.00
Relavint Visual Link Analysis (Per Diagram)	\$0.00
Satellite Image Search	\$0.00
SEC Filings Search	\$3.50
Sexual Offenders (Report Included)	\$0.00
SIRIS	\$0.00
USA Patriot Act	\$0.00
Virtual Identity Search & Report	\$2.00
Voter Registrations	\$0.00
Watercraft	\$0.00
Watercraft Report	\$0.00
WorkPlace Locator (not discountable)	\$3.50
Reports	
Asset Report: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings.	\$0.00
Business Link Report (charged per search)	\$5.00
Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, National Motor Vehicle Accident Search & Report, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.	\$0.00
Contact Card Report: Summary Report: Names Associated with Subject, Contact List: At Home, At Work, Through Family, Through Associates, Through Neighbors, Possible Relocation, Address Summary and Phones Plus (optional).	\$3.50

Customized Schedule A

Accurint for Government (Plan 44)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Entitlement Report: Summary Report, Phones Plus, Bankruptcy, Liens/Judgments, UCC Filings, People At Work, Driver's Licenses, Vehicle Registrations, Property, Watercraft, FAA Pilots, FAA Aircraft, Professional Licenses, Associates, Relatives (3 Degrees), Criminal Records And Sexual Offenders. Results Can Be Restricted By The User To Their Applicable Dates Of Interest.	\$0.00
Finder Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Phone Summary, Current Listed Phones, Unverified Phones With Type And Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones At Historical Addresses, Bankruptcy Filings And Corporate Affiliations.	\$0.00
Government Location Report (charged per search)	\$1.00
Summary Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Census Data, Bankruptcy Indicator, Property Indicator And Corporate Affiliations Indicator.	\$0.00
Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address)	\$0.00
Additional Report Options:	--
-Bankruptcy	\$0.00
-Businesses At Address	\$0.00
-Concealed Weapons Permit Search	\$0.00
-Criminal Records Search	\$0.00
-Criminal Records Report	\$0.00
-Driver Licenses At Address	\$0.00
-Hunting/Fishing License Search	\$0.00
-Liens And Judgments	\$0.00
-Motor Vehicles Registered At Address	\$0.00
-Neighborhood Profile (2010 Census)	\$0.00
-Neighbors At Address	\$0.00
-Property Ownership Current / Previous	\$0.00
-Sexual Offenders Search (Report Included)	\$0.00
Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)	\$0.00
Additional Report Options:	--
-Associated Businesses	\$0.00
-Associated People	\$0.00
-Bankruptcy	\$0.00
-Business Registrations	\$0.00
-Corporation Filings	\$0.00
-Dun & Bradstreet Records (not discountable)	\$3.75
-FAA Aircraft	\$0.00
-IRS 5500	\$0.00
-Liens and Judgments	\$0.00
-Motor Vehicles	\$0.00
-Properties	\$0.00
-UCC Filings	\$0.00
-Watercraft	\$0.00
Custom Comprehensive Report (Base Report Features: Others Using Same SSN, Date	\$0.00

Customized Schedule A

Accurint for Government (Plan 44)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

and Location where SSN Issued, Company Header, Address Summary, Possible Education, Comprehensive Report Summary)	
Additional Report Options:	--
-Associates	\$0.00
-Bankruptcy	\$0.00
-Criminal Records	\$0.00
-DEA Controlled Substances License Search	\$0.00
-Driver Licenses Information	\$0.00
-Email Search	\$0.40
-Federal Firearms & Explosives License Search	\$0.00
-Liens And Judgments	\$0.00
-Motor Vehicle(s) Registration (Watercraft & Boat Trailers Included)	\$0.00
-National Motor Vehicle Accident Search & Report	\$0.00
-Neighborhood Profile (2010 Census)	\$0.00
-Neighbors (Up To 6 Neighbors At 10 Different Addresses)	\$0.00
-People At Work	\$0.00
-Phones Plus	\$0.00
-Professional Licenses (Report Included)	\$0.00
-Properties	\$0.00
-Real Time Vehicle Registrations (charged per search) (not discountable)	\$3.50
-Relatives (Up to 3 Degrees of Separation)	\$0.00
-Sexual Offenders	\$0.00
-Supplemental Data Sources	\$0.00
-UCC Filings	\$0.00
Flat Rate Comprehensive Healthcare Business Report (includes Base Report Features and Additional Report Options listed below)	\$10.00
Comprehensive Healthcare Business Report (Base Report Features: Name, Address and Phone Variations; Parent Company, ID Numbers and Industry Information)	\$0.50
Additional Report Options:	--
-Associated Businesses	\$1.00
-Associated People	\$1.00
-Bankruptcy (charged per search)	\$1.00
-Business Phone Matches	\$0.25
-Business Registrations	\$0.25
-Corporation Filings	\$1.00
-Dun & Bradstreet Records (not discountable)	\$3.75
-FAA Aircraft	\$0.25
-IRS 5500	\$0.00
-Liens And Judgments (charged per search)	\$0.25
-Motor Vehicles	\$0.75
-Properties	\$1.00
-Sanctions	\$0.50
-UCC Filings	\$0.50
-Verification	\$0.75
-Watercraft	\$1.00
Flat Rate Comprehensive Healthcare Provider Report (includes Base Report Features	\$6.00

Customized Schedule A

Accurint for Government (Plan 44)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

and Additional Report Options listed below)	
Comprehensive Healthcare Provider Report (Base Report Features: Gender, Date of Birth, Social Security Number, Tax ID(s) UPIN and NPI number)	\$0.50
Additional Report Options:	--
-Additional Deceased Data Sources	\$0.00
-Associates	\$0.00
-Bankruptcy (charged per search) (not discountable)	\$0.25
-Business Address Summary	\$0.25
-Business Affiliations	\$0.50
-Business Phone Matches	\$0.25
-DEA Licenses	\$0.25
-Degrees	\$0.00
-Education	\$0.50
-Group Affiliations	\$0.50
-GSA Sanctions (charged per search)	\$0.50
-Hospital Affiliations	\$0.50
-Liens And Judgments (charged per search)	\$0.25
-Medical Licenses (charged per search)	\$1.00
-Possible Criminal Records (charged per search)	\$0.25
-Professional Licenses (charged per search)	\$1.00
-Sanctions (Disciplinary) (charged per search)	\$0.50
-Sexual Offenses (charged per search)	\$1.00
-Specialties	\$0.00
-Verification	\$0.75
Online Batch	
Advanced Person Search	\$0.50
Deceased Person	\$0.25
Address (Single)	\$0.13
Address (Multiple)	\$0.16
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Single)	\$0.23
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Multiple)	\$0.25
Waterfall Phone with Address (single)	\$0.25
Waterfall Phone with Address (multiple)	\$0.30
Address and/or Phone Confirmation (per input) (single)	\$0.03
Address and/or Phone Confirmation (per input) (multiple)	\$0.04
Phones Plus	\$0.50
Real Time Phone Search	\$0.50
Real Time Motor Vehicle Registrations	\$1.50
Property - Add Up To Five Properties Owned By The Subject	\$1.00
Consumer InstantID	\$0.65
Consumer InstantID With Fraud Defender	\$0.95
Consumer InstantID With Red Flags Rule	\$0.90

Customized Schedule A

Accurint for Government (Plan 44)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Business InstantID	\$1.30
Business InstantID With Fraud Defender	\$1.30
Multiple = 2 Or More Phones/Addresses Returned	--

Customized Schedule A

Accurint for Government (Plan 44)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

LexisNexis Risk Solutions

SCHEDULE A
Accurint for Government
(Per User Subscription)

Customer Name: Jefferson County Justice of the Peace Precinct No. 7
 Billgroup #: _____
 LN Account Manager: Mitchell Kessler

This Schedule A sets forth additional or amended terms and conditions for the use of the Accurint for Government services ("LN Services"), as set forth in the services agreement between Customer and LN or LN's affiliate(s) for the LN Services ("Agreement"), to which this Schedule A is incorporated by reference. The LN Services herein shall be provided by LexisNexis Risk Solutions FL Inc. ("LN"). Customer acknowledges that the services provided under this Schedule A are non-FCRA services and are not "consumer reports" within the meaning of the FCRA and Customer agrees not to use such reports in any manner that would cause them to be characterized as "consumer reports".

1. SCHEDULE A TERM

The term of this Schedule A will be 12 months beginning January 1, 2021 and shall automatically end December 31st, 2021. If an account is activated after the first day of a calendar month, charges will not be pro-rated.

2. FEES

2.1 User Fees: The following table (the "Price Table") describes the agreed upon user fees (the "User Fees"):

PRICE TABLE	
Standard Features Fee (per user):	\$96.55
Premium Features:	
Total Monthly User Fees (per user):	\$96.55
Minimum Number of Users	1
Total Monthly Minimum Amount	\$96.55

All of the searches and reports included in the attached Price Schedule are referred to as the "Features". The User Fees include unlimited access to all Features, excluding those Features identified herein as Excluded Features but including the Premium Features listed in the Price Table. User Fees shall be due each month for: (i) any User ID upon which any search occurs during a calendar month; and (ii) any User ID activated on Customer's account which was not used to perform any searches and is not suspended or terminated by the close of business on the last day of any calendar month. At the end of each 12-month period beginning on the effective date hereof, User Fees will be increased 3%.

2.2 Features Not Included: The following Features ("Excluded Features") are not included in the User Fees and shall in all cases be charged separately according to the pricing specified in the attached Price Schedule:

Bankruptcy Docket Sheet
Bankruptcy Documents
Business Link Report
Canadian Phones
Comprehensive Healthcare Business and Provider Report
Contact Card Report
Court Search Wizard
Disclosed Entity Service
Dun & Bradstreet Global Market Identifiers
Dun & Bradstreet Search and Report

DE Corporation Search and Report
Email Search
FCRA Credit Reports
Federal Civil Court Records Search
Flat Rate Comprehensive Healthcare Business and Provider Report
Government Location Report
Identity Authenticate
Identity Verification
Medical, Employment Or Business Records Retrieval
MVR Reports (Driving Records)
National Motor Vehicle Accident Search and Report
News Searches
Online Batch
OSHA Investigative Reports Search
Property Deed Image
Provider Report Card
Provider Sanction Search and Report
Provider Search and Report
Real Time Person Search
Real Time Phone Search
SEC Filings
Virtual Identity Search and Report
Workplace Locator
XML

LN standard pricing will be in effect for any new features made generally available by LN subsequent to the execution of this Schedule A.

2.3 Payment Amount: Customer shall pay to LN each month the greater of: (i) the total User Fees and applicable Excluded Features fees; or (ii) the total monthly minimum amount(s) of \$96.55.

3. EXPIRATION

Unless otherwise accepted by LN, the terms herein are valid if the Schedule A is signed by the Customer and received by LN on or before **December 29, 2020**.

4. CONFIDENTIAL INFORMATION

This Schedule A contains the confidential pricing information of LN. Customer acknowledges that the disclosure of such pricing information could cause competitive harm to LN, and as such, Customer agrees to maintain this Schedule A in trust and confidence and take reasonable precautions against disclosure to any third party to the extent permitted by local and state law.

AGREED TO AND ACCEPTED BY: Jefferson County Justice of the Peace Precinct No. 7

Signed: *Jeff R. Brannick*
 Name: *Jeff R. Brannick*
 Title: *Jefferson County Judge*
 Date: *December 22, 2020*

ATTEST *M. Good - Chief Deputy*
 DATE *12/22/20*



Accurint for Government
(Updated October 8, 2020)
(Plan 44)

(Pricing is per hit unless otherwise indicated. All searches/reports with a price of \$0.00 are considered "Standard Features" and are included in Subscription plan.)

PRICE SCHEDULE (Subscription)	
ACCURINT FOR GOVERNMENT FEATURES	PRICE
Advanced Motor Vehicle Search	\$0.00
Advanced Person Alerts Update	\$0.00
Advanced Person Search	\$0.00
Automated Valuation Model (AVM) Report	\$0.00
Associates ("Next Steps")	\$0.00
Bankruptcies, Liens & Judgments Search	\$0.00
Bankruptcy Search	\$0.00
Bankruptcy Report	\$0.00
Bankruptcy Docket Sheet (\$0.50 For First 5 Pages & \$0.20 Per Page Thereafter) (not discountable)	\$0.50
Bankruptcy Documents (Per Page, Up To Max Charge Of \$6 Per Document) (not discountable)	\$0.20
Boolean Search	\$0.00
Business Credit	\$0.00
Business Credit Report	\$0.00
Business InstantID	\$0.00
Business InstantID & FraudDefender	\$0.00
Business Search	\$0.00
Businesses In The News (not discountable)	\$5.00
Canadian Phones	\$0.40
Civil Courts Search (Report Included)	\$0.00
CLIA Report	\$0.00
Concealed Weapons Permit	\$0.00
Corporation Filings (Report Included Except In Delaware)	\$0.00
Court Search Wizard (Additional Fees May Apply; Orders Are Non-Refundable)	--
-County Civil Lower & Upper Court - 7 Year (not discountable)	\$35.00
-County Civil Lower & Upper Court - 10 Year (not discountable)	\$40.00
-County Criminal - 7 Year (not discountable)	\$25.00
-County Criminal - 10 Year (not discountable)	\$30.00
-Federal Division Civil - 7 Year (not discountable)	\$16.00
-Federal Division Civil - 10 Year (not discountable)	\$25.00
-Federal Division Criminal - 7 Year (not discountable)	\$16.00
-Federal Division Criminal - 10 Year (not discountable)	\$25.00
-Statewide Criminal (not discountable)	\$24.00
Criminal Records	\$0.00
Criminal Records Report	\$0.00
DEA Controlled Substances License Search	\$0.00
Death Records	\$0.00

Customized Schedule A

Accurint for Government (Plan 44)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Death Records Report	\$0.00
Delaware Corporations (not discountable)	\$1.00
Delaware Corporations Report (not discountable)	\$11.00
Disclosed Entity Service (charged per search) (not discountable)	\$5.00
Driver Licenses	\$0.00
Dun & Bradstreet Global Market Identifiers Search	\$3.75
Dun & Bradstreet Search (not discountable)	\$0.25
Dun & Bradstreet Report (not discountable)	\$3.75
Email Search	\$0.40
FAA Aircraft (Report Included)	\$0.00
FAA Pilots (Report Included)	\$0.00
Federal Civil Court Records Search (charged per search)	\$2.00
Federal Criminal Court Records Search	\$0.00
Federal Firearms & Explosives	\$0.00
Federal Employer ID Numbers (FEIN)	\$0.00
Fictitious Business Name	\$0.00
Foreclosures Search (Report Included)	\$0.00
Hunting/Fishing Licenses	\$0.00
Identity Authenticate (charged per search)	\$1.25
Identity Verification (charged per search)	\$0.60
InstantID Consumer Search	\$0.00
InstantID Consumer & FraudDefender Search	\$0.00
Liens & Judgments	\$0.00
Liens & Judgments Report	\$0.00
Marriages / Divorces Search	\$0.00
Motor Vehicles Search	\$0.00
Motor Vehicles Report	\$0.00
MVR Reports (Driving Records)** (plus state fee) (charged per search) (not discountable)	\$6.00
** Coverage and state fees are available in the product and are subject to change	--
National Motor Vehicle Accident Search & Report (not discountable)	\$3.00
National UCC Filings (Report Included)	\$0.00
NCPDP (National Council for Prescription Drug Programs) Search	\$0.00
NCPDP (National Council for Prescription Drug Programs) Report	\$0.00
Neighbors ("Next Steps")	\$0.00
NPI Report	\$0.00
OSHA Investigative Reports Search	\$1.00
Passport Validation	\$0.00
People At Work Search	\$0.00
People In The News (not discountable)	\$5.00
Person Alerts Monitoring (Monthly Monitoring Transactions Per Acct.) (Alerts Charged At Regular Price)	--
-1 - 50	\$0.00
-51 - 250	\$0.00
-251 - 500	\$0.00

Customized Schedule A

Accurint for Government (Plan 44)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

-501 - 1,000	\$0.00
-1,001 - 5,000	\$0.00
-5,001 - 25,000	\$0.00
-25,001 - 100,000	\$0.00
Professional Licenses (Report Included)	\$0.00
Property Assessment Search	\$0.00
Property Assessment Report	\$0.00
Property Deed Search	\$0.00
Property Deed Report (excluding Deed Image)	\$0.00
Property Deed Image (additional charge when ordered from within Property Reports) (not discountable)	\$8.00
Property Search (Property Assessments, Deeds & Mortgages)	\$0.00
Property Report (Property Assessments, Deeds & Mortgages, excluding Deed Image)	\$0.00
Provider Search	\$0.25
Provider Report	\$5.00
Provider Report Card (charged per search)	\$5.00
Provider Sanction Search (charged per search)	\$0.25
Provider Sanction Report	\$5.00
Real Time Person Search (charged per search)	\$3.50
Real Time Phone Search	\$0.50
Relatives ("Next Steps")	\$0.00
Relatives, Neighbors & Associates ("Next Steps")	\$0.00
Relavint Visual Link Analysis (Per Diagram)	\$0.00
Satellite Image Search	\$0.00
SEC Filings Search	\$3.50
Sexual Offenders (Report Included)	\$0.00
SIRIS	\$0.00
USA Patriot Act	\$0.00
Virtual Identity Search & Report	\$2.00
Voter Registrations	\$0.00
Watercraft	\$0.00
Watercraft Report	\$0.00
WorkPlace Locator (not discountable)	\$3.50
Reports	
Asset Report: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings.	\$0.00
Business Link Report (charged per search)	\$5.00
Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, National Motor Vehicle Accident Search & Report, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.	\$0.00
Contact Card Report: Summary Report: Names Associated with Subject, Contact List: At Home, At Work, Through Family, Through Associates, Through Neighbors, Possible Relocation, Address Summary and Phones Plus (optional).	\$3.50

Customized Schedule A

Accurint for Government (Plan 44)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Entitlement Report: Summary Report, Phones Plus, Bankruptcy, Liens/Judgments, UCC Filings, People At Work, Driver's Licenses, Vehicle Registrations, Property, Watercraft, FAA Pilots, FAA Aircraft, Professional Licenses, Associates, Relatives (3 Degrees), Criminal Records And Sexual Offenders. Results Can Be Restricted By The User To Their Applicable Dates Of Interest.	\$0.00
Finder Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Phone Summary, Current Listed Phones, Unverified Phones With Type And Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones At Historical Addresses, Bankruptcy Filings And Corporate Affiliations.	\$0.00
Government Location Report (charged per search)	\$1.00
Summary Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Census Data, Bankruptcy Indicator, Property Indicator And Corporate Affiliations Indicator.	\$0.00
Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address)	\$0.00
Additional Report Options:	--
-Bankruptcy	\$0.00
-Businesses At Address	\$0.00
-Concealed Weapons Permit Search	\$0.00
-Criminal Records Search	\$0.00
-Criminal Records Report	\$0.00
-Driver Licenses At Address	\$0.00
-Hunting/Fishing License Search	\$0.00
-Liens And Judgments	\$0.00
-Motor Vehicles Registered At Address	\$0.00
-Neighborhood Profile (2010 Census)	\$0.00
-Neighbors At Address	\$0.00
-Property Ownership Current / Previous	\$0.00
-Sexual Offenders Search (Report Included)	\$0.00
Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)	\$0.00
Additional Report Options:	--
-Associated Businesses	\$0.00
-Associated People	\$0.00
-Bankruptcy	\$0.00
-Business Registrations	\$0.00
-Corporation Filings	\$0.00
-Dun & Bradstreet Records (not discountable)	\$3.75
-FAA Aircraft	\$0.00
-IRS 5500	\$0.00
-Liens and Judgments	\$0.00
-Motor Vehicles	\$0.00
-Properties	\$0.00
-UCC Filings	\$0.00
-Watercraft	\$0.00
Custom Comprehensive Report (Base Report Features: Others Using Same SSN, Date	\$0.00

Customized Schedule A

Accurint for Government (Plan 44)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

and Location where SSN Issued, Company Header, Address Summary, Possible Education, Comprehensive Report Summary)	
Additional Report Options:	--
-Associates	\$0.00
-Bankruptcy	\$0.00
-Criminal Records	\$0.00
-DEA Controlled Substances License Search	\$0.00
-Driver Licenses Information	\$0.00
-Email Search	\$0.40
-Federal Firearms & Explosives License Search	\$0.00
-Liens And Judgments	\$0.00
-Motor Vehicle(s) Registration (Watercraft & Boat Trailers Included)	\$0.00
-National Motor Vehicle Accident Search & Report	\$0.00
-Neighborhood Profile (2010 Census)	\$0.00
-Neighbors (Up To 6 Neighbors At 10 Different Addresses)	\$0.00
-People At Work	\$0.00
-Phones Plus	\$0.00
-Professional Licenses (Report Included)	\$0.00
-Properties	\$0.00
-Real Time Vehicle Registrations (charged per search) (not discountable)	\$3.50
-Relatives (Up to 3 Degrees of Separation)	\$0.00
-Sexual Offenders	\$0.00
-Supplemental Data Sources	\$0.00
-UCC Filings	\$0.00
Flat Rate Comprehensive Healthcare Business Report (includes Base Report Features and Additional Report Options listed below)	\$10.00
Comprehensive Healthcare Business Report (Base Report Features: Name, Address and Phone Variations; Parent Company, ID Numbers and Industry Information)	\$0.50
Additional Report Options:	--
-Associated Businesses	\$1.00
-Associated People	\$1.00
-Bankruptcy (charged per search)	\$1.00
-Business Phone Matches	\$0.25
-Business Registrations	\$0.25
-Corporation Filings	\$1.00
-Dun & Bradstreet Records (not discountable)	\$3.75
-FAA Aircraft	\$0.25
-IRS 5500	\$0.00
-Liens And Judgments (charged per search)	\$0.25
-Motor Vehicles	\$0.75
-Properties	\$1.00
-Sanctions	\$0.50
-UCC Filings	\$0.50
-Verification	\$0.75
-Watercraft	\$1.00
Flat Rate Comprehensive Healthcare Provider Report (includes Base Report Features	\$6.00

Customized Schedule A

Accurint for Government (Plan 44)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

and Additional Report Options listed below)	
Comprehensive Healthcare Provider Report (Base Report Features: Gender, Date of Birth, Social Security Number, Tax ID(s) UPIN and NPI number)	\$0.50
Additional Report Options:	--
-Additional Deceased Data Sources	\$0.00
-Associates	\$0.00
-Bankruptcy (charged per search) (not discountable)	\$0.25
-Business Address Summary	\$0.25
-Business Affiliations	\$0.50
-Business Phone Matches	\$0.25
-DEA Licenses	\$0.25
-Degrees	\$0.00
-Education	\$0.50
-Group Affiliations	\$0.50
-GSA Sanctions (charged per search)	\$0.50
-Hospital Affiliations	\$0.50
-Liens And Judgments (charged per search)	\$0.25
-Medical Licenses (charged per search)	\$1.00
-Possible Criminal Records (charged per search)	\$0.25
-Professional Licenses (charged per search)	\$1.00
-Sanctions (Disciplinary) (charged per search)	\$0.50
-Sexual Offenses (charged per search)	\$1.00
-Specialties	\$0.00
-Verification	\$0.75
Online Batch	
Advanced Person Search	\$0.50
Deceased Person	\$0.25
Address (Single)	\$0.13
Address (Multiple)	\$0.16
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Single)	\$0.23
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Multiple)	\$0.25
Waterfall Phone with Address (single)	\$0.25
Waterfall Phone with Address (multiple)	\$0.30
Address and/or Phone Confirmation (per input) (single)	\$0.03
Address and/or Phone Confirmation (per input) (multiple)	\$0.04
Phones Plus	\$0.50
Real Time Phone Search	\$0.50
Real Time Motor Vehicle Registrations	\$1.50
Property - Add Up To Five Properties Owned By The Subject	\$1.00
Consumer InstantID	\$0.65
Consumer InstantID With Fraud Defender	\$0.95
Consumer InstantID With Red Flags Rule	\$0.90

Customized Schedule A

Accurint for Government (Plan 44)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Business InstantID	\$1.30
Business InstantID With Fraud Defender	\$1.30
Multiple = 2 Or More Phones/Addresses Returned	--

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Confidential

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Customized Schedule A

Accurint for Government (Plan 44)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

LexisNexis Risk Solutions

SCHEDULE A
Accourt for Government
(Per User Subscription)

Customer Name: Jefferson County Justice of the Peace Precinct 8
 Billgroup #: _____
 LN Account Manager: Mitchell Kessler

This Schedule A sets forth additional or amended terms and conditions for the use of the Accourt for Government services ("LN Services"), as set forth in the services agreement between Customer and LN or LN's affiliate(s) for the LN Services ("Agreement"), to which this Schedule A is incorporated by reference. The LN Services herein shall be provided by LexisNexis Risk Solutions FL Inc. ("LN"). Customer acknowledges that the services provided under this Schedule A are non-FCRA services and are not "consumer reports" within the meaning of the FCRA and Customer agrees not to use such reports in any manner that would cause them to be characterized as "consumer reports".

1. SCHEDULE A TERM

The term of this Schedule A will be 12 months beginning January 1, 2021 and shall automatically end December 31st, 2021. If an account is activated after the first day of a calendar month, charges will not be pro-rated.

2. FEES

2.1 User Fees: The following table (the "Price Table") describes the agreed upon user fees (the "User Fees"):

PRICE TABLE	
Standard Features Fee (per user):	\$96.55
Premium Features:	
Total Monthly User Fees (per user):	\$96.55
Minimum Number of Users	1
Total Monthly Minimum Amount	\$96.55

All of the searches and reports included in the attached Price Schedule are referred to as the "Features". The User Fees include unlimited access to all Features, excluding those Features identified herein as Excluded Features but including the Premium Features listed in the Price Table. User Fees shall be due each month for: (i) any User ID upon which any search occurs during a calendar month; and (ii) any User ID activated on Customer's account which was not used to perform any searches and is not suspended or terminated by the close of business on the last day of any calendar month. At the end of each 12-month period beginning on the effective date hereof, User Fees will be increased 3%.

2.2 Features Not Included: The following Features ("Excluded Features") are not included in the User Fees and shall in all cases be charged separately according to the pricing specified in the attached Price Schedule:

Bankruptcy Docket Sheet
Bankruptcy Documents
Business Link Report
Canadian Phones
Comprehensive Healthcare Business and Provider Report
Contact Card Report
Court Search Wizard
Disclosed Entity Service
Dun & Bradstreet Global Market Identifiers
Dun & Bradstreet Search and Report

DE Corporation Search and Report
Email Search
FCRA Credit Reports
Federal Civil Court Records Search
Flat Rate Comprehensive Healthcare Business and Provider Report
Government Location Report
Identity Authenticate
Identity Verification
Medical, Employment Or Business Records Retrieval
MVR Reports (Driving Records)
National Motor Vehicle Accident Search and Report
News Searches
Online Batch
OSHA Investigative Reports Search
Property Deed Image
Provider Report Card
Provider Sanction Search and Report
Provider Search and Report
Real Time Person Search
Real Time Phone Search
SEC Filings
Virtual Identity Search and Report
Workplace Locator
XML

LN standard pricing will be in effect for any new features made generally available by LN subsequent to the execution of this Schedule A.

2.3 Payment Amount: Customer shall pay to LN each month the greater of: (i) the total User Fees and applicable Excluded Features fees; or (ii) the total monthly minimum amount(s) of \$96.55.

3. EXPIRATION

Unless otherwise accepted by LN, the terms herein are valid if the Schedule A is signed by the Customer and received by LN on or before **December 29, 2020**.

4. CONFIDENTIAL INFORMATION

This Schedule A contains the confidential pricing information of LN. Customer acknowledges that the disclosure of such pricing information could cause competitive harm to LN, and as such, Customer agrees to maintain this Schedule A in trust and confidence and take reasonable precautions against disclosure to any third party to the extent permitted by local and state law.

AGREED TO AND ACCEPTED BY: Jefferson County Justice of the Peace Precinct 8

Signed: *Jeff R. Branick*
 Name: *Jeff R. Branick*
 Title: *Jefferson County Judge*
 Date: *December 29, 2020*

ATTEST
DATE *12/29/20*



Accurint for Government
(Updated October 8, 2020)
(Plan 44)

(Pricing is per hit unless otherwise indicated. All searches/reports with a price of \$0.00 are considered "Standard Features" and are included in Subscription plan.)

PRICE SCHEDULE (Subscription)	
ACCURINT FOR GOVERNMENT FEATURES	PRICE
Advanced Motor Vehicle Search	\$0.00
Advanced Person Alerts Update	\$0.00
Advanced Person Search	\$0.00
Automated Valuation Model (AVM) Report	\$0.00
Associates ("Next Steps")	\$0.00
Bankruptcies, Liens & Judgments Search	\$0.00
Bankruptcy Search	\$0.00
Bankruptcy Report	\$0.00
Bankruptcy Docket Sheet (\$0.50 For First 5 Pages & \$0.20 Per Page Thereafter) (not discountable)	\$0.50
Bankruptcy Documents (Per Page, Up To Max Charge Of \$6 Per Document) (not discountable)	\$0.20
Boolean Search	\$0.00
Business Credit	\$0.00
Business Credit Report	\$0.00
Business InstantID	\$0.00
Business InstantID & FraudDefender	\$0.00
Business Search	\$0.00
Businesses In The News (not discountable)	\$5.00
Canadian Phones	\$0.40
Civil Courts Search (Report Included)	\$0.00
CLIA Report	\$0.00
Concealed Weapons Permit	\$0.00
Corporation Filings (Report Included Except In Delaware)	\$0.00
Court Search Wizard (Additional Fees May Apply; Orders Are Non-Refundable)	--
-County Civil Lower & Upper Court - 7 Year (not discountable)	\$35.00
-County Civil Lower & Upper Court - 10 Year (not discountable)	\$40.00
-County Criminal - 7 Year (not discountable)	\$25.00
-County Criminal - 10 Year (not discountable)	\$30.00
-Federal Division Civil - 7 Year (not discountable)	\$16.00
-Federal Division Civil - 10 Year (not discountable)	\$25.00
-Federal Division Criminal - 7 Year (not discountable)	\$16.00
-Federal Division Criminal - 10 Year (not discountable)	\$25.00
-Statewide Criminal (not discountable)	\$24.00
Criminal Records	\$0.00
Criminal Records Report	\$0.00
DEA Controlled Substances License Search	\$0.00
Death Records	\$0.00

Customized Schedule A

Accurint for Government (Plan 44)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Death Records Report	\$0.00
Delaware Corporations (not discountable)	\$1.00
Delaware Corporations Report (not discountable)	\$11.00
Disclosed Entity Service (charged per search) (not discountable)	\$5.00
Driver Licenses	\$0.00
Dun & Bradstreet Global Market Identifiers Search	\$3.75
Dun & Bradstreet Search (not discountable)	\$0.25
Dun & Bradstreet Report (not discountable)	\$3.75
Email Search	\$0.40
FAA Aircraft (Report Included)	\$0.00
FAA Pilots (Report Included)	\$0.00
Federal Civil Court Records Search (charged per search)	\$2.00
Federal Criminal Court Records Search	\$0.00
Federal Firearms & Explosives	\$0.00
Federal Employer ID Numbers (FEIN)	\$0.00
Fictitious Business Name	\$0.00
Foreclosures Search (Report Included)	\$0.00
Hunting/Fishing Licenses	\$0.00
Identity Authenticate (charged per search)	\$1.25
Identity Verification (charged per search)	\$0.60
InstantID Consumer Search	\$0.00
InstantID Consumer & FraudDefender Search	\$0.00
Liens & Judgments	\$0.00
Liens & Judgments Report	\$0.00
Marriages / Divorces Search	\$0.00
Motor Vehicles Search	\$0.00
Motor Vehicles Report	\$0.00
MVR Reports (Driving Records)** (plus state fee) (charged per search) (not discountable)	\$6.00
** Coverage and state fees are available in the product and are subject to change	--
National Motor Vehicle Accident Search & Report (not discountable)	\$3.00
National UCC Filings (Report Included)	\$0.00
NCPDP (National Council for Prescription Drug Programs) Search	\$0.00
NCPDP (National Council for Prescription Drug Programs) Report	\$0.00
Neighbors ("Next Steps")	\$0.00
NPI Report	\$0.00
OSHA Investigative Reports Search	\$1.00
Passport Validation	\$0.00
People At Work Search	\$0.00
People In The News (not discountable)	\$5.00
Person Alerts Monitoring (Monthly Monitoring Transactions Per Acct.) (Alerts Charged At Regular Price)	--
-1 - 50	\$0.00
-51 - 250	\$0.00
-251 - 500	\$0.00

Customized Schedule A

Accurint for Government (Plan 44)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

-501 - 1,000	\$0.00
-1,001 - 5,000	\$0.00
-5,001 - 25,000	\$0.00
-25,001 - 100,000	\$0.00
Professional Licenses (Report Included)	\$0.00
Property Assessment Search	\$0.00
Property Assessment Report	\$0.00
Property Deed Search	\$0.00
Property Deed Report (excluding Deed Image)	\$0.00
Property Deed Image (additional charge when ordered from within Property Reports) (not discountable)	\$8.00
Property Search (Property Assessments, Deeds & Mortgages)	\$0.00
Property Report (Property Assessments, Deeds & Mortgages, excluding Deed Image)	\$0.00
Provider Search	\$0.25
Provider Report	\$5.00
Provider Report Card (charged per search)	\$5.00
Provider Sanction Search (charged per search)	\$0.25
Provider Sanction Report	\$5.00
Real Time Person Search (charged per search)	\$3.50
Real Time Phone Search	\$0.50
Relatives ("Next Steps")	\$0.00
Relatives, Neighbors & Associates ("Next Steps")	\$0.00
Relavint Visual Link Analysis (Per Diagram)	\$0.00
Satellite Image Search	\$0.00
SEC Filings Search	\$3.50
Sexual Offenders (Report Included)	\$0.00
SIRIS	\$0.00
USA Patriot Act	\$0.00
Virtual Identity Search & Report	\$2.00
Voter Registrations	\$0.00
Watercraft	\$0.00
Watercraft Report	\$0.00
WorkPlace Locator (not discountable)	\$3.50
Reports	
Asset Report: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings.	\$0.00
Business Link Report (charged per search)	\$5.00
Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, National Motor Vehicle Accident Search & Report, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.	\$0.00
Contact Card Report: Summary Report: Names Associated with Subject, Contact List: At Home, At Work, Through Family, Through Associates, Through Neighbors, Possible Relocation, Address Summary and Phones Plus (optional).	\$3.50

Customized Schedule A

Accurint for Government (Plan 44)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Entitlement Report: Summary Report, Phones Plus, Bankruptcy, Liens/Judgments, UCC Filings, People At Work, Driver's Licenses, Vehicle Registrations, Property, Watercraft, FAA Pilots, FAA Aircraft, Professional Licenses, Associates, Relatives (3 Degrees), Criminal Records And Sexual Offenders. Results Can Be Restricted By The User To Their Applicable Dates Of Interest.	\$0.00
Finder Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Phone Summary, Current Listed Phones, Unverified Phones With Type And Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones At Historical Addresses, Bankruptcy Filings And Corporate Affiliations.	\$0.00
Government Location Report (charged per search)	\$1.00
Summary Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Census Data, Bankruptcy Indicator, Property Indicator And Corporate Affiliations Indicator.	\$0.00
Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address)	\$0.00
Additional Report Options:	--
-Bankruptcy	\$0.00
-Businesses At Address	\$0.00
-Concealed Weapons Permit Search	\$0.00
-Criminal Records Search	\$0.00
-Criminal Records Report	\$0.00
-Driver Licenses At Address	\$0.00
-Hunting/Fishing License Search	\$0.00
-Liens And Judgments	\$0.00
-Motor Vehicles Registered At Address	\$0.00
-Neighborhood Profile (2010 Census)	\$0.00
-Neighbors At Address	\$0.00
-Property Ownership Current / Previous	\$0.00
-Sexual Offenders Search (Report Included)	\$0.00
Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)	\$0.00
Additional Report Options:	--
-Associated Businesses	\$0.00
-Associated People	\$0.00
-Bankruptcy	\$0.00
-Business Registrations	\$0.00
-Corporation Filings	\$0.00
-Dun & Bradstreet Records (not discountable)	\$3.75
-FAA Aircraft	\$0.00
-IRS 5500	\$0.00
-Liens and Judgments	\$0.00
-Motor Vehicles	\$0.00
-Properties	\$0.00
-UCC Filings	\$0.00
-Watercraft	\$0.00
Custom Comprehensive Report (Base Report Features: Others Using Same SSN, Date	\$0.00

Customized Schedule A**Accruent for Government (Plan 44)**

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

and Location where SSN Issued, Company Header, Address Summary, Possible Education, Comprehensive Report Summary)	
Additional Report Options:	--
-Associates	\$0.00
-Bankruptcy	\$0.00
-Criminal Records	\$0.00
-DEA Controlled Substances License Search	\$0.00
-Driver Licenses Information	\$0.00
-Email Search	\$0.40
-Federal Firearms & Explosives License Search	\$0.00
-Liens And Judgments	\$0.00
-Motor Vehicle(s) Registration (Watercraft & Boat Trailers Included)	\$0.00
-National Motor Vehicle Accident Search & Report	\$0.00
-Neighborhood Profile (2010 Census)	\$0.00
-Neighbors (Up To 6 Neighbors At 10 Different Addresses)	\$0.00
-People At Work	\$0.00
-Phones Plus	\$0.00
-Professional Licenses (Report Included)	\$0.00
-Properties	\$0.00
-Real Time Vehicle Registrations (charged per search) (not discountable)	\$3.50
-Relatives (Up to 3 Degrees of Separation)	\$0.00
-Sexual Offenders	\$0.00
-Supplemental Data Sources	\$0.00
-UCC Filings	\$0.00
Flat Rate Comprehensive Healthcare Business Report (includes Base Report Features and Additional Report Options listed below)	\$10.00
Comprehensive Healthcare Business Report (Base Report Features: Name, Address and Phone Variations; Parent Company, ID Numbers and Industry Information)	\$0.50
Additional Report Options:	--
-Associated Businesses	\$1.00
-Associated People	\$1.00
-Bankruptcy (charged per search)	\$1.00
-Business Phone Matches	\$0.25
-Business Registrations	\$0.25
-Corporation Filings	\$1.00
-Dun & Bradstreet Records (not discountable)	\$3.75
-FAA Aircraft	\$0.25
-IRS 5500	\$0.00
-Liens And Judgments (charged per search)	\$0.25
-Motor Vehicles	\$0.75
-Properties	\$1.00
-Sanctions	\$0.50
-UCC Filings	\$0.50
-Verification	\$0.75
-Watercraft	\$1.00
Flat Rate Comprehensive Healthcare Provider Report (includes Base Report Features	\$6.00

Customized Schedule A

Accurint for Government (Plan 44)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

and Additional Report Options listed below)	
Comprehensive Healthcare Provider Report (Base Report Features: Gender, Date of Birth, Social Security Number, Tax ID(s) UPIN and NPI number)	\$0.50
Additional Report Options:	--
-Additional Deceased Data Sources	\$0.00
-Associates	\$0.00
-Bankruptcy (charged per search) (not discountable)	\$0.25
-Business Address Summary	\$0.25
-Business Affiliations	\$0.50
-Business Phone Matches	\$0.25
-DEA Licenses	\$0.25
-Degrees	\$0.00
-Education	\$0.50
-Group Affiliations	\$0.50
-GSA Sanctions (charged per search)	\$0.50
-Hospital Affiliations	\$0.50
-Liens And Judgments (charged per search)	\$0.25
-Medical Licenses (charged per search)	\$1.00
-Possible Criminal Records (charged per search)	\$0.25
-Professional Licenses (charged per search)	\$1.00
-Sanctions (Disciplinary) (charged per search)	\$0.50
-Sexual Offenses (charged per search)	\$1.00
-Specialties	\$0.00
-Verification	\$0.75
Online Batch	
Advanced Person Search	\$0.50
Deceased Person	\$0.25
Address (Single)	\$0.13
Address (Multiple)	\$0.16
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Single)	\$0.23
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Multiple)	\$0.25
Waterfall Phone with Address (single)	\$0.25
Waterfall Phone with Address (multiple)	\$0.30
Address and/or Phone Confirmation (per input) (single)	\$0.03
Address and/or Phone Confirmation (per input) (multiple)	\$0.04
Phones Plus	\$0.50
Real Time Phone Search	\$0.50
Real Time Motor Vehicle Registrations	\$1.50
Property - Add Up To Five Properties Owned By The Subject	\$1.00
Consumer InstantID	\$0.65
Consumer InstantID With Fraud Defender	\$0.95
Consumer InstantID With Red Flags Rule	\$0.90

Customized Schedule A

Accurint for Government (Plan 44)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Business InstantID	\$1.30
Business InstantID With Fraud Defender	\$1.30
Multiple = 2 Or More Phones/Addresses Returned	--

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Confidential

381040.1v2

Customized Schedule A
Accurint for Government (Plan 44)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

LexisNexis Risk Solutions

SCHEDULE A
Accurint for Government
(Per User Subscription)

Customer Name: Jefferson County JOP PI 1 Pct 2
 Billgroup #: _____
 LN Account Manager: Mitchell Kessler

This Schedule A sets forth additional or amended terms and conditions for the use of the Accurint for Government services ("LN Services"), as set forth in the services agreement between Customer and LN or LN's affiliate(s) for the LN Services ("Agreement"), to which this Schedule A is incorporated by reference. The LN Services herein shall be provided by LexisNexis Risk Solutions FL Inc. ("LN"). Customer acknowledges that the services provided under this Schedule A are non-FCRA services and are not "consumer reports" within the meaning of the FCRA and Customer agrees not to use such reports in any manner that would cause them to be characterized as "consumer reports".

1. SCHEDULE A TERM

The term of this Schedule A will be 12 months beginning January 1, 2021 and shall automatically expire December 31st, 2021. If an account is activated after the first day of a calendar month, charges will not be pro-rated.

2. FEES

2.1 User Fees: The following table (the "Price Table") describes the agreed upon user fees (the "User Fees"):

PRICE TABLE	
Standard Features Fee (per user):	\$96.55
Premium Features:	
Total Monthly User Fees (per user):	\$96.55
Minimum Number of Users	1
Total Monthly Minimum Amount	\$96.55

All of the searches and reports included in the attached Price Schedule are referred to as the "Features". The User Fees include unlimited access to all Features, excluding those Features identified herein as Excluded Features but including the Premium Features listed in the Price Table. User Fees shall be due each month for: (i) any User ID upon which any search occurs during a calendar month; and (ii) any User ID activated on Customer's account which was not used to perform any searches and is not suspended or terminated by the close of business on the last day of any calendar month. At the end of each 12-month period beginning on the effective date hereof, User Fees will be increased 3%.

2.2 Features Not Included: The following Features ("Excluded Features") are not included in the User Fees and shall in all cases be charged separately according to the pricing specified in the attached Price Schedule:

Bankruptcy Docket Sheet
Bankruptcy Documents
Business Link Report
Canadian Phones
Comprehensive Healthcare Business and Provider Report
Contact Card Report
Court Search Wizard
Disclosed Entity Service
Dun & Bradstreet Global Market Identifiers

Dun & Bradstreet Search and Report
DE Corporation Search and Report
Email Search
FCRA Credit Reports
Federal Civil Court Records Search
Flat Rate Comprehensive Healthcare Business and Provider Report
Government Location Report
Identity Authenticate
Identity Verification
Medical, Employment Or Business Records Retrieval
MVR Reports (Driving Records)
National Motor Vehicle Accident Search and Report
News Searches
Online Batch
OSHA Investigative Reports Search
Property Deed Image
Provider Report Card
Provider Sanction Search and Report
Provider Search and Report
Real Time Person Search
Real Time Phone Search
SEC Filings
Virtual Identity Search and Report
Workplace Locator
XML

LN standard pricing will be in effect for any new features made generally available by LN subsequent to the execution of this Schedule A.

2.3 Payment Amount: Customer shall pay to LN each month the greater of: (i) the total User Fees and applicable Excluded Features fees; or (ii) the total monthly minimum amount(s) of \$96.55.

3. EXPIRATION

Unless otherwise accepted by LN, the terms herein are valid if the Schedule A is signed by the Customer and received by LN on or before **December 29, 2020**.

4. CONFIDENTIAL INFORMATION

This Schedule A contains the confidential pricing information of LN. Customer acknowledges that the disclosure of such pricing information could cause competitive harm to LN, and as such, Customer agrees to maintain this Schedule A in trust and confidence and take reasonable precautions against disclosure to any third party to the extent permitted by local and state law.

AGREED TO AND ACCEPTED BY: Jefferson County JOP PI 1 Pct 2

Signed:

Jeff R. Branick

Name:

Jeff R. Branick

Title:

Jefferson County Judge

Date:

December 22, 2020

ATTEST

DATE

12/22/20



Accurint for Government
(Updated October 8, 2020)
(Plan 44)

(Pricing is per hit unless otherwise indicated. All searches/reports with a price of \$0.00 are considered "Standard Features" and are included in Subscription plan.)

PRICE SCHEDULE (Subscription)	
ACCURINT FOR GOVERNMENT FEATURES	PRICE
Advanced Motor Vehicle Search	\$0.00
Advanced Person Alerts Update	\$0.00
Advanced Person Search	\$0.00
Automated Valuation Model (AVM) Report	\$0.00
Associates ("Next Steps")	\$0.00
Bankruptcies, Liens & Judgments Search	\$0.00
Bankruptcy Search	\$0.00
Bankruptcy Report	\$0.00
Bankruptcy Docket Sheet (\$0.50 For First 5 Pages & \$0.20 Per Page Thereafter) (not discountable)	\$0.50
Bankruptcy Documents (Per Page, Up To Max Charge Of \$6 Per Document) (not discountable)	\$0.20
Boolean Search	\$0.00
Business Credit	\$0.00
Business Credit Report	\$0.00
Business InstantID	\$0.00
Business InstantID & FraudDefender	\$0.00
Business Search	\$0.00
Businesses In The News (not discountable)	\$5.00
Canadian Phones	\$0.40
Civil Courts Search (Report Included)	\$0.00
CLIA Report	\$0.00
Concealed Weapons Permit	\$0.00
Corporation Filings (Report Included Except In Delaware)	\$0.00
Court Search Wizard (Additional Fees May Apply; Orders Are Non-Refundable)	--
-County Civil Lower & Upper Court - 7 Year (not discountable)	\$35.00
-County Civil Lower & Upper Court - 10 Year (not discountable)	\$40.00
-County Criminal - 7 Year (not discountable)	\$25.00
-County Criminal - 10 Year (not discountable)	\$30.00
-Federal Division Civil - 7 Year (not discountable)	\$16.00
-Federal Division Civil - 10 Year (not discountable)	\$25.00
-Federal Division Criminal - 7 Year (not discountable)	\$16.00
-Federal Division Criminal - 10 Year (not discountable)	\$25.00
-Statewide Criminal (not discountable)	\$24.00
Criminal Records	\$0.00
Criminal Records Report	\$0.00
DEA Controlled Substances License Search	\$0.00
Death Records	\$0.00

Customized Schedule A

Accurint for Government (Plan 44)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Death Records Report	\$0.00
Delaware Corporations (not discountable)	\$1.00
Delaware Corporations Report (not discountable)	\$11.00
Disclosed Entity Service (charged per search) (not discountable)	\$5.00
Driver Licenses	\$0.00
Dun & Bradstreet Global Market Identifiers Search	\$3.75
Dun & Bradstreet Search (not discountable)	\$0.25
Dun & Bradstreet Report (not discountable)	\$3.75
Email Search	\$0.40
FAA Aircraft (Report Included)	\$0.00
FAA Pilots (Report Included)	\$0.00
Federal Civil Court Records Search (charged per search)	\$2.00
Federal Criminal Court Records Search	\$0.00
Federal Firearms & Explosives	\$0.00
Federal Employer ID Numbers (FEIN)	\$0.00
Fictitious Business Name	\$0.00
Foreclosures Search (Report Included)	\$0.00
Hunting/Fishing Licenses	\$0.00
Identity Authenticate (charged per search)	\$1.25
Identity Verification (charged per search)	\$0.60
InstantID Consumer Search	\$0.00
InstantID Consumer & FraudDefender Search	\$0.00
Liens & Judgments	\$0.00
Liens & Judgments Report	\$0.00
Marriages / Divorces Search	\$0.00
Motor Vehicles Search	\$0.00
Motor Vehicles Report	\$0.00
MVR Reports (Driving Records)** (plus state fee) (charged per search) (not discountable)	\$6.00
** Coverage and state fees are available in the product and are subject to change	--
National Motor Vehicle Accident Search & Report (not discountable)	\$3.00
National UCC Filings (Report Included)	\$0.00
NCPDP (National Council for Prescription Drug Programs) Search	\$0.00
NCPDP (National Council for Prescription Drug Programs) Report	\$0.00
Neighbors ("Next Steps")	\$0.00
NPI Report	\$0.00
OSHA Investigative Reports Search	\$1.00
Passport Validation	\$0.00
People At Work Search	\$0.00
People In The News (not discountable)	\$5.00
Person Alerts Monitoring (Monthly Monitoring Transactions Per Acct.) (Alerts Charged At Regular Price)	--
-1 - 50	\$0.00
-51 - 250	\$0.00
-251 - 500	\$0.00

Customized Schedule A

Accurint for Government (Plan 44)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

-501 - 1,000	\$0.00
-1,001 - 5,000	\$0.00
-5,001 - 25,000	\$0.00
-25,001 - 100,000	\$0.00
Professional Licenses (Report Included)	\$0.00
Property Assessment Search	\$0.00
Property Assessment Report	\$0.00
Property Deed Search	\$0.00
Property Deed Report (excluding Deed Image)	\$0.00
Property Deed Image (additional charge when ordered from within Property Reports) (not discountable)	\$8.00
Property Search (Property Assessments, Deeds & Mortgages)	\$0.00
Property Report (Property Assessments, Deeds & Mortgages, excluding Deed Image)	\$0.00
Provider Search	\$0.25
Provider Report	\$5.00
Provider Report Card (charged per search)	\$5.00
Provider Sanction Search (charged per search)	\$0.25
Provider Sanction Report	\$5.00
Real Time Person Search (charged per search)	\$3.50
Real Time Phone Search	\$0.50
Relatives ("Next Steps")	\$0.00
Relatives, Neighbors & Associates ("Next Steps")	\$0.00
Relavint Visual Link Analysis (Per Diagram)	\$0.00
Satellite Image Search	\$0.00
SEC Filings Search	\$3.50
Sexual Offenders (Report Included)	\$0.00
SIRIS	\$0.00
USA Patriot Act	\$0.00
Virtual Identity Search & Report	\$2.00
Voter Registrations	\$0.00
Watercraft	\$0.00
Watercraft Report	\$0.00
WorkPlace Locator (not discountable)	\$3.50
Reports	
Asset Report: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings.	\$0.00
Business Link Report (charged per search)	\$5.00
Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, National Motor Vehicle Accident Search & Report, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.	\$0.00
Contact Card Report: Summary Report: Names Associated with Subject, Contact List: At Home, At Work, Through Family, Through Associates, Through Neighbors, Possible Relocation, Address Summary and Phones Plus (optional).	\$3.50

Customized Schedule A

Accurint for Government (Plan 44)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Entitlement Report: Summary Report, Phones Plus, Bankruptcy, Liens/Judgments, UCC Filings, People At Work, Driver's Licenses, Vehicle Registrations, Property, Watercraft, FAA Pilots, FAA Aircraft, Professional Licenses, Associates, Relatives (3 Degrees), Criminal Records And Sexual Offenders. Results Can Be Restricted By The User To Their Applicable Dates Of Interest.	\$0.00
Finder Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Phone Summary, Current Listed Phones, Unverified Phones With Type And Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones At Historical Addresses, Bankruptcy Filings And Corporate Affiliations.	\$0.00
Government Location Report (charged per search)	\$1.00
Summary Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Census Data, Bankruptcy Indicator, Property Indicator And Corporate Affiliations Indicator.	\$0.00
Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address)	\$0.00
Additional Report Options:	--
-Bankruptcy	\$0.00
-Businesses At Address	\$0.00
-Concealed Weapons Permit Search	\$0.00
-Criminal Records Search	\$0.00
-Criminal Records Report	\$0.00
-Driver Licenses At Address	\$0.00
-Hunting/Fishing License Search	\$0.00
-Liens And Judgments	\$0.00
-Motor Vehicles Registered At Address	\$0.00
-Neighborhood Profile (2010 Census)	\$0.00
-Neighbors At Address	\$0.00
-Property Ownership Current / Previous	\$0.00
-Sexual Offenders Search (Report Included)	\$0.00
Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)	\$0.00
Additional Report Options:	--
-Associated Businesses	\$0.00
-Associated People	\$0.00
-Bankruptcy	\$0.00
-Business Registrations	\$0.00
-Corporation Filings	\$0.00
-Dun & Bradstreet Records (not discountable)	\$3.75
-FAA Aircraft	\$0.00
-IRS 5500	\$0.00
-Liens and Judgments	\$0.00
-Motor Vehicles	\$0.00
-Properties	\$0.00
-UCC Filings	\$0.00
-Watercraft	\$0.00
Custom Comprehensive Report (Base Report Features: Others Using Same SSN, Date	\$0.00

Customized Schedule A

Accurint for Government (Plan 44)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

and Location where SSN Issued, Company Header, Address Summary, Possible Education, Comprehensive Report Summary)	
Additional Report Options:	--
-Associates	\$0.00
-Bankruptcy	\$0.00
-Criminal Records	\$0.00
-DEA Controlled Substances License Search	\$0.00
-Driver Licenses Information	\$0.00
-Email Search	\$0.40
-Federal Firearms & Explosives License Search	\$0.00
-Liens And Judgments	\$0.00
-Motor Vehicle(s) Registration (Watercraft & Boat Trailers Included)	\$0.00
-National Motor Vehicle Accident Search & Report	\$0.00
-Neighborhood Profile (2010 Census)	\$0.00
-Neighbors (Up To 6 Neighbors At 10 Different Addresses)	\$0.00
-People At Work	\$0.00
-Phones Plus	\$0.00
-Professional Licenses (Report Included)	\$0.00
-Properties	\$0.00
-Real Time Vehicle Registrations (charged per search) (not discountable)	\$3.50
-Relatives (Up to 3 Degrees of Separation)	\$0.00
-Sexual Offenders	\$0.00
-Supplemental Data Sources	\$0.00
-UCC Filings	\$0.00
Flat Rate Comprehensive Healthcare Business Report (includes Base Report Features and Additional Report Options listed below)	\$10.00
Comprehensive Healthcare Business Report (Base Report Features: Name, Address and Phone Variations; Parent Company, ID Numbers and Industry Information)	\$0.50
Additional Report Options:	--
-Associated Businesses	\$1.00
-Associated People	\$1.00
-Bankruptcy (charged per search)	\$1.00
-Business Phone Matches	\$0.25
-Business Registrations	\$0.25
-Corporation Filings	\$1.00
-Dun & Bradstreet Records (not discountable)	\$3.75
-FAA Aircraft	\$0.25
-IRS 5500	\$0.00
-Liens And Judgments (charged per search)	\$0.25
-Motor Vehicles	\$0.75
-Properties	\$1.00
-Sanctions	\$0.50
-UCC Filings	\$0.50
-Verification	\$0.75
-Watercraft	\$1.00
Flat Rate Comprehensive Healthcare Provider Report (includes Base Report Features	\$6.00

Customized Schedule A

Accurint for Government (Plan 44)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

and Additional Report Options listed below)	
Comprehensive Healthcare Provider Report (Base Report Features: Gender, Date of Birth, Social Security Number, Tax ID(s) UPIN and NPI number)	\$0.50
Additional Report Options:	--
-Additional Deceased Data Sources	\$0.00
-Associates	\$0.00
-Bankruptcy (charged per search) (not discountable)	\$0.25
-Business Address Summary	\$0.25
-Business Affiliations	\$0.50
-Business Phone Matches	\$0.25
-DEA Licenses	\$0.25
-Degrees	\$0.00
-Education	\$0.50
-Group Affiliations	\$0.50
-GSA Sanctions (charged per search)	\$0.50
-Hospital Affiliations	\$0.50
-Liens And Judgments (charged per search)	\$0.25
-Medical Licenses (charged per search)	\$1.00
-Possible Criminal Records (charged per search)	\$0.25
-Professional Licenses (charged per search)	\$1.00
-Sanctions (Disciplinary) (charged per search)	\$0.50
-Sexual Offenses (charged per search)	\$1.00
-Specialties	\$0.00
-Verification	\$0.75
Online Batch	
Advanced Person Search	\$0.50
Deceased Person	\$0.25
Address (Single)	\$0.13
Address (Multiple)	\$0.16
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Single)	\$0.23
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Multiple)	\$0.25
Waterfall Phone with Address (single)	\$0.25
Waterfall Phone with Address (multiple)	\$0.30
Address and/or Phone Confirmation (per input) (single)	\$0.03
Address and/or Phone Confirmation (per input) (multiple)	\$0.04
Phones Plus	\$0.50
Real Time Phone Search	\$0.50
Real Time Motor Vehicle Registrations	\$1.50
Property - Add Up To Five Properties Owned By The Subject	\$1.00
Consumer InstantID	\$0.65
Consumer InstantID With Fraud Defender	\$0.95
Consumer InstantID With Red Flags Rule	\$0.90

Customized Schedule A

Accurint for Government (Plan 44)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Business InstantID	\$1.30
Business InstantID With Fraud Defender	\$1.30
Multiple = 2 Or More Phones/Addresses Returned	--

Page 9 of 9

Confidential

381037.1v2

Customized Schedule A

Accurint for Government (Plan 44)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

LexisNexis Risk Solutions

SCHEDULE A
Accourt for Government
(Per User Subscription)

Customer Name: Jefferson County Constable Precinct No. 6
 Billgroup #: _____
 LN Account Manager: Mitchell Kessler

This Schedule A sets forth additional or amended terms and conditions for the use of the Accourt for Government services ("LN Services"), as set forth in the services agreement between Customer and LN or LN's affiliate(s) for the LN Services ("Agreement"), to which this Schedule A is incorporated by reference. The LN Services herein shall be provided by LexisNexis Risk Solutions FL Inc. ("LN"). Customer acknowledges that the services provided under this Schedule A are non-FCRA services and are not "consumer reports" within the meaning of the FCRA and Customer agrees not to use such reports in any manner that would cause them to be characterized as "consumer reports".

1. SCHEDULE A TERM

The term of this Schedule A will be 12 months beginning January 1, 2021 and shall automatically end on December 31, 2021. If an account is activated after the first day of a calendar month, charges will not be pro-rated.

2. FEES

2.1 User Fees: The following table (the "Price Table") describes the agreed upon user fees (the "User Fees"):

PRICE TABLE	
Standard Features Fee (per user):	\$96.55
Premium Features:	
Total Monthly User Fees (per user):	\$96.55
Minimum Number of Users	1
Total Monthly Minimum Amount	\$96.55

All of the searches and reports included in the attached Price Schedule are referred to as the "Features". The User Fees include unlimited access to all Features, excluding those Features identified herein as Excluded Features but including the Premium Features listed in the Price Table. User Fees shall be due each month for: (i) any User ID upon which any search occurs during a calendar month; and (ii) any User ID activated on Customer's account which was not used to perform any searches and is not suspended or terminated by the close of business on the last day of any calendar month. At the end of each 12-month period beginning on the effective date hereof, User Fees will be increased 3%.

2.2 Features Not Included: The following Features ("Excluded Features") are not included in the User Fees and shall in all cases be charged separately according to the pricing specified in the attached Price Schedule:

Bankruptcy Docket Sheet
Bankruptcy Documents
Business Link Report
Canadian Phones
Comprehensive Healthcare Business and Provider Report
Contact Card Report
Court Search Wizard
Disclosed Entity Service
Dun & Bradstreet Global Market Identifiers

Dun & Bradstreet Search and Report
DE Corporation Search and Report
Email Search
FCRA Credit Reports
Federal Civil Court Records Search
Flat Rate Comprehensive Healthcare Business and Provider Report
Government Location Report
Identity Authenticate
Identity Verification
Medical, Employment Or Business Records Retrieval
MVR Reports (Driving Records)
National Motor Vehicle Accident Search and Report
News Searches
Online Batch
OSHA Investigative Reports Search
Property Deed Image
Provider Report Card
Provider Sanction Search and Report
Provider Search and Report
Real Time Person Search
Real Time Phone Search
SEC Filings
Virtual Identity Search and Report
Workplace Locator
XML

LN standard pricing will be in effect for any new features made generally available by LN subsequent to the execution of this Schedule A.

2.3 Payment Amount: Customer shall pay to LN each month the greater of: (i) the total User Fees and applicable Excluded Features fees; or (ii) the total monthly minimum amount(s) of \$96.55.

3. EXPIRATION

Unless otherwise accepted by LN, the terms herein are valid if the Schedule A is signed by the Customer and received by LN on or before **December 29, 2020**.

4. CONFIDENTIAL INFORMATION

This Schedule A contains the confidential pricing information of LN. Customer acknowledges that the disclosure of such pricing information could cause competitive harm to LN, and as such, Customer agrees to maintain this Schedule A in trust and confidence and take reasonable precautions against disclosure to any third party to the extent permitted by local and state law.

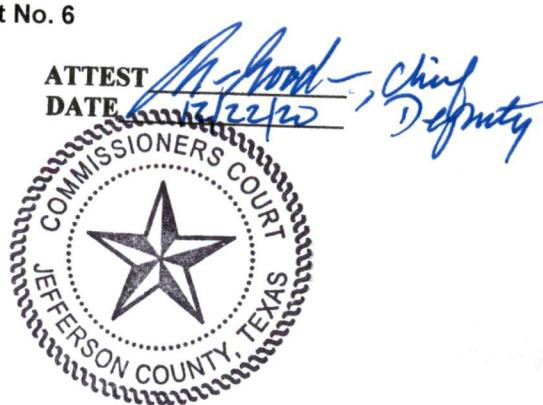
AGREED TO AND ACCEPTED BY: Jefferson County Constable Precinct No. 6

Signed: Jeff R. Branick

Name: Jeff R. Branick

Title: Jefferson County Judge

Date: December 29, 2020



Accurint for Government
(Updated October 8, 2020)
(Plan 44)

(Pricing is per hit unless otherwise indicated. All searches/reports with a price of \$0.00 are considered "Standard Features" and are included in Subscription plan.)

PRICE SCHEDULE (Subscription)

ACCURINT FOR GOVERNMENT FEATURES	PRICE
Advanced Motor Vehicle Search	\$0.00
Advanced Person Alerts Update	\$0.00
Advanced Person Search	\$0.00
Automated Valuation Model (AVM) Report	\$0.00
Associates ("Next Steps")	\$0.00
Bankruptcies, Liens & Judgments Search	\$0.00
Bankruptcy Search	\$0.00
Bankruptcy Report	\$0.00
Bankruptcy Docket Sheet (\$0.50 For First 5 Pages & \$0.20 Per Page Thereafter) (not discountable)	\$0.50
Bankruptcy Documents (Per Page, Up To Max Charge Of \$6 Per Document) (not discountable)	\$0.20
Boolean Search	\$0.00
Business Credit	\$0.00
Business Credit Report	\$0.00
Business InstantID	\$0.00
Business InstantID & FraudDefender	\$0.00
Business Search	\$0.00
Businesses In The News (not discountable)	\$5.00
Canadian Phones	\$0.40
Civil Courts Search (Report Included)	\$0.00
CLIA Report	\$0.00
Concealed Weapons Permit	\$0.00
Corporation Filings (Report Included Except In Delaware)	\$0.00
Court Search Wizard (Additional Fees May Apply; Orders Are Non-Refundable)	--
-County Civil Lower & Upper Court - 7 Year (not discountable)	\$35.00
-County Civil Lower & Upper Court - 10 Year (not discountable)	\$40.00
-County Criminal - 7 Year (not discountable)	\$25.00
-County Criminal - 10 Year (not discountable)	\$30.00
-Federal Division Civil - 7 Year (not discountable)	\$16.00
-Federal Division Civil - 10 Year (not discountable)	\$25.00
-Federal Division Criminal - 7 Year (not discountable)	\$16.00
-Federal Division Criminal - 10 Year (not discountable)	\$25.00
-Statewide Criminal (not discountable)	\$24.00
Criminal Records	\$0.00
Criminal Records Report	\$0.00
DEA Controlled Substances License Search	\$0.00
Death Records	\$0.00

Customized Schedule A

Accurint for Government (Plan 44)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Death Records Report	\$0.00
Delaware Corporations (not discountable)	\$1.00
Delaware Corporations Report (not discountable)	\$11.00
Disclosed Entity Service (charged per search) (not discountable)	\$5.00
Driver Licenses	\$0.00
Dun & Bradstreet Global Market Identifiers Search	\$3.75
Dun & Bradstreet Search (not discountable)	\$0.25
Dun & Bradstreet Report (not discountable)	\$3.75
Email Search	\$0.40
FAA Aircraft (Report Included)	\$0.00
FAA Pilots (Report Included)	\$0.00
Federal Civil Court Records Search (charged per search)	\$2.00
Federal Criminal Court Records Search	\$0.00
Federal Firearms & Explosives	\$0.00
Federal Employer ID Numbers (FEIN)	\$0.00
Fictitious Business Name	\$0.00
Foreclosures Search (Report Included)	\$0.00
Hunting/Fishing Licenses	\$0.00
Identity Authenticate (charged per search)	\$1.25
Identity Verification (charged per search)	\$0.60
InstantID Consumer Search	\$0.00
InstantID Consumer & FraudDefender Search	\$0.00
Liens & Judgments	\$0.00
Liens & Judgments Report	\$0.00
Marriages / Divorces Search	\$0.00
Motor Vehicles Search	\$0.00
Motor Vehicles Report	\$0.00
MVR Reports (Driving Records)** (plus state fee) (charged per search) (not discountable)	\$6.00
** Coverage and state fees are available in the product and are subject to change	--
National Motor Vehicle Accident Search & Report (not discountable)	\$3.00
National UCC Filings (Report Included)	\$0.00
NCPDP (National Council for Prescription Drug Programs) Search	\$0.00
NCPDP (National Council for Prescription Drug Programs) Report	\$0.00
Neighbors ("Next Steps")	\$0.00
NPI Report	\$0.00
OSHA Investigative Reports Search	\$1.00
Passport Validation	\$0.00
People At Work Search	\$0.00
People In The News (not discountable)	\$5.00
Person Alerts Monitoring (Monthly Monitoring Transactions Per Acct.) (Alerts Charged At Regular Price)	--
-1 - 50	\$0.00
-51 - 250	\$0.00
-251 - 500	\$0.00

Customized Schedule A

Accurint for Government (Plan 44)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

-501 - 1,000	\$0.00
-1,001 - 5,000	\$0.00
-5,001 - 25,000	\$0.00
-25,001 - 100,000	\$0.00
Professional Licenses (Report Included)	\$0.00
Property Assessment Search	\$0.00
Property Assessment Report	\$0.00
Property Deed Search	\$0.00
Property Deed Report (excluding Deed Image)	\$0.00
Property Deed Image (additional charge when ordered from within Property Reports) (not discountable)	\$8.00
Property Search (Property Assessments, Deeds & Mortgages)	\$0.00
Property Report (Property Assessments, Deeds & Mortgages, excluding Deed Image)	\$0.00
Provider Search	\$0.25
Provider Report	\$5.00
Provider Report Card (charged per search)	\$5.00
Provider Sanction Search (charged per search)	\$0.25
Provider Sanction Report	\$5.00
Real Time Person Search (charged per search)	\$3.50
Real Time Phone Search	\$0.50
Relatives ("Next Steps")	\$0.00
Relatives, Neighbors & Associates ("Next Steps")	\$0.00
Relavint Visual Link Analysis (Per Diagram)	\$0.00
Satellite Image Search	\$0.00
SEC Filings Search	\$3.50
Sexual Offenders (Report Included)	\$0.00
SIRIS	\$0.00
USA Patriot Act	\$0.00
Virtual Identity Search & Report	\$2.00
Voter Registrations	\$0.00
Watercraft	\$0.00
Watercraft Report	\$0.00
WorkPlace Locator (not discountable)	\$3.50
Reports	
Asset Report: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings.	\$0.00
Business Link Report (charged per search)	\$5.00
Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, National Motor Vehicle Accident Search & Report, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.	\$0.00
Contact Card Report: Summary Report: Names Associated with Subject, Contact List: At Home, At Work, Through Family, Through Associates, Through Neighbors, Possible Relocation, Address Summary and Phones Plus (optional).	\$3.50

Customized Schedule A**Accurint for Government (Plan 44)**

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Entitlement Report: Summary Report, Phones Plus, Bankruptcy, Liens/Judgments, UCC Filings, People At Work, Driver's Licenses, Vehicle Registrations, Property, Watercraft, FAA Pilots, FAA Aircraft, Professional Licenses, Associates, Relatives (3 Degrees), Criminal Records And Sexual Offenders. Results Can Be Restricted By The User To Their Applicable Dates Of Interest.	\$0.00
Finder Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Phone Summary, Current Listed Phones, Unverified Phones With Type And Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones At Historical Addresses, Bankruptcy Filings And Corporate Affiliations.	\$0.00
Government Location Report (charged per search)	\$1.00
Summary Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Census Data, Bankruptcy Indicator, Property Indicator And Corporate Affiliations Indicator.	\$0.00
Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address)	\$0.00
Additional Report Options:	--
-Bankruptcy	\$0.00
-Businesses At Address	\$0.00
-Concealed Weapons Permit Search	\$0.00
-Criminal Records Search	\$0.00
-Criminal Records Report	\$0.00
-Driver Licenses At Address	\$0.00
-Hunting/Fishing License Search	\$0.00
-Liens And Judgments	\$0.00
-Motor Vehicles Registered At Address	\$0.00
-Neighborhood Profile (2010 Census)	\$0.00
-Neighbors At Address	\$0.00
-Property Ownership Current / Previous	\$0.00
-Sexual Offenders Search (Report Included)	\$0.00
Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)	\$0.00
Additional Report Options:	--
-Associated Businesses	\$0.00
-Associated People	\$0.00
-Bankruptcy	\$0.00
-Business Registrations	\$0.00
-Corporation Filings	\$0.00
-Dun & Bradstreet Records (not discountable)	\$3.75
-FAA Aircraft	\$0.00
-IRS 5500	\$0.00
-Liens and Judgments	\$0.00
-Motor Vehicles	\$0.00
-Properties	\$0.00
-UCC Filings	\$0.00
-Watercraft	\$0.00
Custom Comprehensive Report (Base Report Features: Others Using Same SSN, Date	\$0.00

Customized Schedule A**Accurint for Government (Plan 44)**

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

and Location where SSN Issued, Company Header, Address Summary, Possible Education, Comprehensive Report Summary)	
Additional Report Options:	--
-Associates	\$0.00
-Bankruptcy	\$0.00
-Criminal Records	\$0.00
-DEA Controlled Substances License Search	\$0.00
-Driver Licenses Information	\$0.00
-Email Search	\$0.40
-Federal Firearms & Explosives License Search	\$0.00
-Liens And Judgments	\$0.00
-Motor Vehicle(s) Registration (Watercraft & Boat Trailers Included)	\$0.00
-National Motor Vehicle Accident Search & Report	\$0.00
-Neighborhood Profile (2010 Census)	\$0.00
-Neighbors (Up To 6 Neighbors At 10 Different Addresses)	\$0.00
-People At Work	\$0.00
-Phones Plus	\$0.00
-Professional Licenses (Report Included)	\$0.00
-Properties	\$0.00
-Real Time Vehicle Registrations (charged per search) (not discountable)	\$3.50
-Relatives (Up to 3 Degrees of Separation)	\$0.00
-Sexual Offenders	\$0.00
-Supplemental Data Sources	\$0.00
-UCC Filings	\$0.00
Flat Rate Comprehensive Healthcare Business Report (includes Base Report Features and Additional Report Options listed below)	\$10.00
Comprehensive Healthcare Business Report (Base Report Features: Name, Address and Phone Variations; Parent Company, ID Numbers and Industry Information)	\$0.50
Additional Report Options:	--
-Associated Businesses	\$1.00
-Associated People	\$1.00
-Bankruptcy (charged per search)	\$1.00
-Business Phone Matches	\$0.25
-Business Registrations	\$0.25
-Corporation Filings	\$1.00
-Dun & Bradstreet Records (not discountable)	\$3.75
-FAA Aircraft	\$0.25
-IRS 5500	\$0.00
-Liens And Judgments (charged per search)	\$0.25
-Motor Vehicles	\$0.75
-Properties	\$1.00
-Sanctions	\$0.50
-UCC Filings	\$0.50
-Verification	\$0.75
-Watercraft	\$1.00
Flat Rate Comprehensive Healthcare Provider Report (includes Base Report Features)	\$6.00

Customized Schedule A**Accurint for Government (Plan 44)**

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

and Additional Report Options listed below)	
Comprehensive Healthcare Provider Report (Base Report Features: Gender, Date of Birth, Social Security Number, Tax ID(s) UPIN and NPI number)	\$0.50
Additional Report Options:	--
-Additional Deceased Data Sources	\$0.00
-Associates	\$0.00
-Bankruptcy (charged per search) (not discountable)	\$0.25
-Business Address Summary	\$0.25
-Business Affiliations	\$0.50
-Business Phone Matches	\$0.25
-DEA Licenses	\$0.25
-Degrees	\$0.00
-Education	\$0.50
-Group Affiliations	\$0.50
-GSA Sanctions (charged per search)	\$0.50
-Hospital Affiliations	\$0.50
-Liens And Judgments (charged per search)	\$0.25
-Medical Licenses (charged per search)	\$1.00
-Possible Criminal Records (charged per search)	\$0.25
-Professional Licenses (charged per search)	\$1.00
-Sanctions (Disciplinary) (charged per search)	\$0.50
-Sexual Offenses (charged per search)	\$1.00
-Specialties	\$0.00
-Verification	\$0.75
Online Batch	
Advanced Person Search	\$0.50
Deceased Person	\$0.25
Address (Single)	\$0.13
Address (Multiple)	\$0.16
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Single)	\$0.23
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Multiple)	\$0.25
Waterfall Phone with Address (single)	\$0.25
Waterfall Phone with Address (multiple)	\$0.30
Address and/or Phone Confirmation (per input) (single)	\$0.03
Address and/or Phone Confirmation (per input) (multiple)	\$0.04
Phones Plus	\$0.50
Real Time Phone Search	\$0.50
Real Time Motor Vehicle Registrations	\$1.50
Property - Add Up To Five Properties Owned By The Subject	\$1.00
Consumer InstantID	\$0.65
Consumer InstantID With Fraud Defender	\$0.95
Consumer InstantID With Red Flags Rule	\$0.90

Customized Schedule A**Accurint for Government (Plan 44)**

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Business InstantID	\$1.30
Business InstantID With Fraud Defender	\$1.30
Multiple = 2 Or More Phones/Addresses Returned	--

Customized Schedule A**Accurint for Government (Plan 44)**

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

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:

CYCLONE TECHNOLOGY LLC For clarification of this offer, contact:

Company Name

1845 W. 1ST STREET STE. 101 CHRISTOPHER WILLIAMS

Address

Name

TEMPE AZ 85281

City

State

Zip

602.684.6645

Phone

Fax



Signature of Person Authorized to Sign

CURIS.WILLIAMS@CYCLONECLEAN.COM

E-mail

CURIS M. WILLIAMS

Printed Name

MANAGER

Title

Bidder Shall Return Completed Form with Offer.

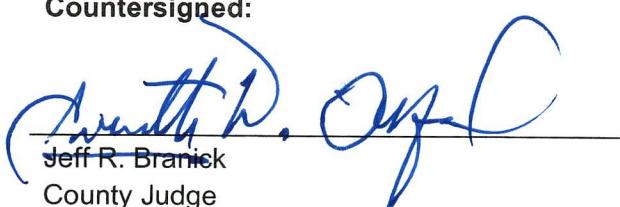
Acceptance of Offer

The Offer is hereby accepted for the following items: Mobile Pressure Washer for the Jack Brooks Regional Airport.

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. 20-053/JW, Mobile Pressure Washer for the Jack Brooks Regional Airport. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:


Jeff R. Branick
County Judge

December 22, 2020

Date

Attest:


Carolyn L. Guidry
County Clerk



Bidder Shall Return Completed Form with Offer.



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

November 17, 2020

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid (IFB 20-053/JW), Mobile Pressure Washer for the Jack Brooks Regional Airport.

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: **Mobile Pressure Washer for the Jack Brooks Regional Airport**
BID NO: **IFB 20-053/JW**
DUE DATE/TIME: **11:00 AM CT, Wednesday, December 16, 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 Jamey West, Assistant Purchasing Agent, at 409-835-8593 or jwest@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 – November 18, 2020 & November 25, 2020

IFB 20-053/JW

Mobile Pressure Washer for the Jack Brooks Regional Airport
Bids due: 11:00 AM CT, Wednesday, December 16, 2020

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Bid Submissions:

Bidder is responsible for submitting:

One (1) *original* and two (2) bid copies; with all copies to include a completed copy of this specifications packet, in its entirety.

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 or box shall also include the Bid Number, Bid Name, Bid Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

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

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

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

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

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

3. Courthouse Security

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

4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

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

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

5. Signatures

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

6. County Holidays – 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 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," commonly known as the "Texas Right to Know Act," a bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the bidder to furnish this documentation, will be cause to reject any bid applying thereto.

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

3. Purchase Orders and Payment

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

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

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

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

4. Contract

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

4.2 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.

4.3 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.

4.4 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

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.

4.5 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.

4.6 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.

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

4.8 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.

4.9 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.

4.10 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.

4.11 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.

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.

1. REMEDIES

a. **Standard.** Contracts for more than the simplified acquisition threshold, currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where Contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A).

b. **Applicability.** This requirement applies to all federal grant and cooperative agreement programs.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. **Standard.** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be affected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. **Applicability.** This requirement applies to all federal grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

a. **Standard.** Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p.339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. **Key Definitions.**

i. **Federally Assisted Construction Contract.** The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. **Construction Work.** The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. **Applicability.** This requirement applies to all federal grant and cooperative agreement programs.

d. **Required Language.** The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) 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.

(5) 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.

(6) 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.

(7) In the event of the Contractor's non-compliance with the non-discrimination 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 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.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 non-compliance:

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.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, Contractors are required to pay wages not less than once a week.

5. COMPLIANCE WITH COPELAND ANTI-KICKBACK ACT

- a. **Contractor.** The 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 contract.
- b. **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as Jefferson County or Texas General Land Office may by appropriate instructions

require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Compliance with the Contract Work Hours and Safety Standards Act

(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-half times 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 (b)(1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 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 (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. Jefferson County and/or Federal Entity providing funding for this project 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 (b)(2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the Federal award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-federal entity 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 Non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "funding agreements," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and

Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any Contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to Jefferson County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to Jefferson County and understands and agrees that Jefferson County will, in turn, report each violation as required to assure notification to the Texas General Land Office, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with assistance provided by the Texas General Land Office.

9. DEBARMENT AND SUSPENSION

(1) This contract 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’s 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 (insert name of recipient/subrecipient/applicant). 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 Jefferson County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of \$100,000 or more shall file 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 shall 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 recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification. If applicable, contractors must sign and submit the to Jefferson County the "Certification Regarding Lobbying" Form included in these specifications.

11. PROCUREMENT OF RECOVERED MATERIALS

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—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.
 - i. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>
 - ii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. ACCESS TO RECORDS

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide Jefferson County, the State of Texas, the FEMA Administrator, the Comptroller General of the United States, or any of their pass-through entities or authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The 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) The Contractor agrees to provide Jefferson County or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, Jefferson County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

13. CHANGES

- a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

14. DEPARTMENT OF HOMELAND SECURITY (DHS) SEAL, LOGO, AND FLAGS.

"The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

15. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

"This is an acknowledgement that Texas General Land Office financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, policies, procedures, and directives."

16. NO OBLIGATION BY FEDERAL GOVERNMENT

"The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract."

17. 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."

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 Jamey West, Assistant Purchasing Agent (e-mail: jwest@co.jefferson.tx.us) regarding any questions or comments. Please reference bid number 20-053/JW.

Scope

Jefferson County is soliciting bids for a Mobile Pressure Washer for the Jack Brooks Regional Airport. All bids should be for **brand new**, completely unused equipment.

The specifications shown are intended to define the level of quality, performance, and features ONLY. Products offered shall be of equivalent dimensions, quality, performance and features or better (the brand name product listed is not required). All bidders shall submit, an itemized comparison documenting equivalence for dimensions, quality, performance, and features of the products offered.

Instructions to Bidders (Re: Brand Reference / Equivalent Item Bids):

References to a Manufacturer's Product by Brand Name or Number are done solely to establish the minimum quality and performance characteristics required.

► Bidder Submitting Bid for Equivalent/Alternate Items:

Bidder may submit bid on an equivalent/alternate item, but **MUST** include a **COPY of the MANUFACTURER SPECIFICATIONS (to include full warranty terms)** in bid submission.

Bidder offering equivalent/alternate item **MUST ALSO** include an **ITEMIZED COMPARISON** documenting equivalence for dimensions, quality, performance, and features of the product offered in bid submission. Further, the Bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a Bidder's alternate rests solely with Jefferson County.

► Bidder Submitting Bid for Exact Make/Model as specified:

Bidder offering the exact make/model as specified, **MUST** attach a **COPY of the MANUFACTURER SPECIFICATIONS (to include full warranty terms)** in bid submission.

Please be sure to review these bid specifications carefully, as the item that you are offering must MEET OR EXCEED these specifications.

Bid Item Description:

QUANTITY of one (1) Cyclone Technology (Model: CY5500) Mobile Pressure Washer for the Jack Brooks Regional Airport.

Single operator, ride-on machine that deep cleans hard surfaces through a pressure washing based system and fully recovers cleaning wastewater. Recovered water is recycled and reused by passing water through a series of filters and reducing the particle content of the water before returning it to the fresh water tank. The machine is intended for deep cleaning outside areas of parking decks, surface lots, sidewalks, plazas or other similar applications. This is accomplished by using a combination of high-pressure (HP) water and Cyclone's patented cleaning head design that is generating up to 140 mph (289 km/h) air movement across the surface. No chemicals or additional abrasive materials are used in the cleaning process.

Features multi-patented cleaning head that allows for the recovery of water and removed material from the surface, without the use of an external vacuum. The instantaneous recovery is achieved by a series of blades safely rotating close to the surface at 1600 RPM. The rotation of the Cyclone blades is creating a negative air pressure at the surface that lifts the water and debris into a small holding tank. The water is then pumped into a reclaim tank in the rear of the machine where solid material is separated and filtered out for reuse. All water and material is recovered with absolutely no runoff, leaving the surface dry and ready for use in minutes.



Cyclone CY5500 - Water Recycling

Technical Specifications:

Model : Cyclone Technology CY5500	
Operator Cab Style:	Enclosed cab design with heater and air conditioning
Cleaning Path:	34in. (0.86m) consistently cleaned
Water Pump:	Triplex plunger capable of 4,350 psi (297 bar) at 5 GPM (19 LPM)
Output Pressure:	Infinitely variable 1,200 psi (83 bar) – 4,350 psi (297 bar)
Cleaning and Recovery Head:	Hydraulically powered, cast aluminum 40in. (1.02m) diameter with protective shield – patented design
Water Heating System:	Electronically fired, inline diesel powered heater with 240,000 BTU/hr output
Filtration System:	Multi-stage filtration system consisting of two 75 um and two 30 um washable/reusable filter elements, each with 1,500in ² . of filtration surface area
Water Tanks:	390gal. (1,476 L) combination supply and recovery tank that recycles and reuses water in continuous cycle. Easy fill and clean out design
Cleaning Attachments:	Standard model includes high pressure curb and gutter cleaning system and high pressure cleaning wand system with 25ft. (7.6m) of hose with reel
Steering:	Front wheel steering with hydraulic power assist
Drive System:	Two (2) speed hydrostatic system provides accurate speed control at cleaning speeds. Maximum transport speed of 11mph (17.7km/h). Power delivered to front wheels
Controls:	All cleaning actions controlled from operator seat with ergonomic operator interface
Brakes:	Rear heavy duty automotive style 11in. (0.28m) hydraulic drum brake with additional hand lever actuated parking brake
Fuel Tank:	18gal. (68L)
Chassis Frame Construction:	Welded structural steel tubing with 3in. x 2in. (0.08m x 0.05m) tubing with 0.120in. (0.0030m) wall thickness
Engine:	2.8L Cummins Turbo Diesel 74HP Tier 4 Final Gradeability
Gradeability:	20%
Productivity:	Up to 20,000ft ² ./per hour (1,858m ² /per hour)
Run Time:	Up to 5 hours (application-dependent)
Weight:	Empty: 5,880lbs. (2,667 kg) Full: 9,132lbs. (4,142 kg)
Dimensions:	Dimensions 154in. x 56in. x 77.5in. (3.9m x 1.4m x 1.9m)

GENERAL:

- One (1) 40" diameter cleaning head. All recovered water and waste are to be filtered and continuously recycled on-board, to extend run times and conserve water.
- Cleaning head located in the front of the vehicle.
- Unit provides deep cleaning of hard surfaces through a pressure wash system that incorporates a high-speed rotating cleaning head that deeply cleans outdoor surfaces
- Standalone ride on unit does not require connection of any supply or recovery hoses during operation.
- Cleaning process uses heated high-pressure water without the use of chemicals
- Unit fully recovers wastewater, leaving no standing water on cleaned surface.
- Water recovery completed at the cleaning head without the use of a vacuum system or squeegees.
- Recovered water pumped away from the cleaning head rather than vacuumed.

CLEANING HEAD DESIGN:

- Cleaning head cleans the surface with high-pressure water while simultaneously recovering the liquid and solid wastes leaving the surface without standing water in a condition ready for immediate use.
- Actual cleaning completed from a combination of the application of high-pressure water and the scouring action resulting from +135 mph air and debris flow created under the cleaning head.
- Cleaning head to rotate at least 1500 rpm to assure multiple pass cleaning coverage of the surface.
- Cleaning head rotates and is independently powered by a hydraulically driven motor; rotation must not come from the power of the sprayed water.
- Cleaning head incorporates two replaceable pressure spray nozzles that are mounted no further than 1" from the surface and pointed straight down to assure maximum cleaning pressure is applied to the surface.
- Cleaning head is cast from aluminum and has a wall thickness of 3/8" to assure safe containment of all cleaning pressure.
- During cleaning, head travels on four (4) casters independent of the motion of the machine frame to optimize cleaning head position with respect to surface.
- During operation and transport, cleaning head remains safely protected beneath the machine frame.
- Unit provides a consistently cleaned cleaning path of 34".

DESIGN AND CONSTRUCTION:

- Equipment design and component installation permits an operator or maintenance technician to have easy access for maintenance procedures. All power systems run hydraulically.
- Water tank located at the back of the machine to allow fast and easy clean out and incorporate 3-inch guillotine style valves.

CHASSIS:

- Frame is constructed of 3" x 2" x .120" mainframe rails, sand blasted, and powder coated to prevent corrosion.
- Body is made of an internal sheet metal covered framework, providing space for the control panel, electrical controls, and all other auxiliary parts required by the cleaning system equipment.

TIRES:

- Four tire design for stability.
- All tires pneumatic and all of the same size.
- All tires ST225/75/R15, Load range E.

STEERING:

- Hydraulic power steering.
- Front wheel steering incorporated.

BRAKES:

- System must automatically stop when operator's foot is removed from the pedal.
- Must have automated and hydraulically controlled parking brake.
- Must have drum brakes as well as hydraulically controlled brakes.

POWER PLANT ENGINE:

- Operates using a single engine
- Cummins 74 Hp 2.8L Turbo Diesel Tier 4 Final engine package
- Engine to be Tier IV Flex or higher emissions standard.
- Engine rated for use with any fuel that meets the current ASTM D975 standard.
- Engine should be B20 Biodiesel compatible without voiding of engine or related component warranties
- Alternator to be a minimum of 145 Amps

HIGH-PRESSURE WATER SYSTEM:

- Incorporates a high-pressure, positive displacement, triplex plunger pump.
- This pump is to be capable of a nominal flow rate of 5.5 Gal/min (21 L/min) adjustable to a maximum rated operating pressure of 4,350 psi (300 bar).
- Output pressure must be infinitely variable from operator position between 1200 psi (83 bar) and 4,350 psi (300 bar).
- Optional increased pressure system available for pressure up to 5,500 psi (379 bar).

WATER SUPPLY:

- Unit has its own water storage tank with rated capacity of 390 gallons (1,476 l). Water system incorporates the recovery and recycling of wastewater through the unit increasing run time and reducing overall water consumption.
- Waste water is filtered to 30 micron before being re-used.
- Unit operates free of any supply or recovery water hoses during cleaning operation.
- A single tank accommodates supply water and water that is recovered.
- Water tank contains level switches to automatically turn off pressure pump when water gets low or when water is overfilled.
- Water tanks constructed of non-corrosive poly or fiberglass.

WATER PUMP COUPLING SYSTEM:

- To be hydraulically driven.

HIGH PRESSURE HEATING COIL/HEATER:

- Electronically fired, inline diesel-powered heater with a 320,000 BTU/hr. output to raise cleaning water temperature up to 160° F (84° C) and cleaning ability.
- Heater system activated by a pre-set thermo switch to regulate the heater system.
- Distance from heater to spray head is more than (5) feet to assure full heat actually applied to the surface.

CONTROLS:

- All controls necessary to operate the machine ergonomically located in the operator cab.
- Control panel must have all necessary regulators, gauges, valves, switches and indicators required for operation of the spray equipment.
- Machine able to be operated efficiently, comfortably and safely by seated operator.
- Full system of headlights, tail lights and turn signals.
- Daytime running lights.

MOTION CONTROL:

- Capable of travelling up to 12 mph (19 km/h)
- Powered hydrostatically.
- Incorporates two speed system with one speed for transportation and a second speed for cleaning mode
- Motion control similar to an automobile in transportation mode
- Motion control in cleaning mode has an adjustable dial to maintain a certain cleaning speed.

OPERATOR CAB:

- Fully enclosed operator's cab
- Adjustable suspension seat for operator comfort
- Seat covered with heavy-duty vinyl, black in color
- Operator's seat belt
- Clear visibility to front and sides with glass or open area from ceiling to floor of machine
- Full curved windshield with washer and wiper blade, locking glass side doors, air conditioner and heater.
- Two (2) rear facing side view mirrors.

FUEL CAPACITY:

- One 18 gallon (68 L) capacity diesel fuel tank.

HYDRAULIC SYSTEM:

- Uses AW 46 type hydraulic fluid to prevent component wear and improve reliability.
- Hydraulic fluid fill orifice clearly labeled in English as to contents and type of oil
- Hydraulic tank has dual sight gauge for fluid level and temperature.
- Unit includes *Hydac* 10 micron stainless steel in-tank filter element.
- Unit has integrated clog indicator for servicing the filter element.
- Top-mounted, *Hydac* breather filter element
- Cab-mounted oil temperature and level warning light and buzzer.
- Oil level and temperature label.
- *Hydac* hydraulic oil heat exchanger with integrated fan electronically controlled by a thermal switch.
- Rexroth variable displacement hydraulic pumps or approved equal.
- *Poclain* two-speed steerable hydraulically driven front wheel motors.

STEERING COLUMN/CONTROL PANEL:

- Fuel/battery gauge
- Digital water pressure readout
- Water tank service light
- Oil pressure gauge
- Turn signal indicator light
- Forward/reverse switch
- Lift/lower switch • Heater switch
- Pressure pump switch
- Cleaning head spin switch
- Throttle control switch
- Hazard lights
- Horn/turn signal stalk

SIDE CONTROL PANEL:

- Posi-traction function switch
- Cleaning/travel mode selector switch
- Hi/low speed switch
- Pressure wand switch
- Variable water pressure dial
- Variable cleaning speed dial
- Hydraulic oil level/temp warning light/alarm
- AC/Heat fan control
- Windshield wiper switch

LIGHTING AND SAFETY EQUIPMENT:

- Back up alarm to exceed 85 dB
- DOT approved LED tail, brake, reverse, marker, and turn signal lights.
- LED 360° amber beacon or 22" LED Aviation approved light bar
- 5-person First Aid kit

CLEANING WAND:

- Unit supplied with one high pressure spray trigger operated cleaning wand.
- Cleaning wand storage location and includes 25 feet (7.62 m) of pressure line for use with wand. • Self-recoiling hose reel for storage of pressure line must be included.
- Cleaning gun system able to be activated from lever in the operator cab.
- Water pressure output able to be adjusted by hand in the cab area.

CURB FACE CLEANER:

- Unit equipped with curb face cleaner system that allows cleaning of curb face and recovery of sprayed water in a single pass.
- Curb face cleaner system able to be activated by a lever in the operator cab.

DEBRIS RECOVERY:

- Machine includes at the cleaning head, a debris recovery and separation system to separate out larger debris like rocks from recovered water. Debris captured in an easy to remove and clean screen system.
- Cleaning head incorporates a safety plate to prevent larger debris from entering the moving blades of the cleaning head.
- Debris recovery tank on cleaning head includes a clean out plug for fast easy cleanout.
- Debris screen is constructed of non-corrosive stainless steel.
- With an average level of dirt, the machine is able to operate for a minimum of three (3) hours.

WASTE RECLAMATION AND OPTIONAL RECYCLING:

- Waste water must be recovered directly at the cleaning head where the cleaning water is applied.
- Water shall be recovered using lift action created by mechanical blades in the cleaning head that rotate at minimum 1500 rpm.
- Vacuum systems, with or without squeegees, are not acceptable and shall not be used.
- Recovery tanks shall be progressive and allow settling of entrained debris prior to filtration stage.
- Cleaning head incorporates a pump that sends recovered water through a hose to the recovery tank(s).
- Unit filters water to 30 micron purity by sequentially passing water through 75 micron stainless steel filters followed by 30 micron filters (recycling model).

STAINLESS STEEL FILTER SYSTEM:

- Unit shall have an onboard, hydraulically driven, centrifugal pump that pumps recovered waste through 60 square feet of food grade stainless steel filtering media on board the unit.
- Filter pump is to be controlled electronically by a hydraulic control solenoid.
- Four (4) stainless steel filters. Two of the filters will clean the water down to 75-micron and the remaining two filters will clean the water to 30-micron before returning water back to the fresh water tank.

MANUALS:

- One (1) hard copy operator manual and one (1) service and parts manual is to be provided on USB memory stick.

TRAINING AND TECHNICAL SERVICE:

- On-site training is to be provided by the manufacturer at customer's facility or at manufacturing facility, covering the operation and maintenance of the machine.

WARRANTY:

- A 1-Year warranty, parts and labor with six (6) months travel to apply to all manufactured components commencing at date of delivery.
- Standard Original Manufacturer Warranties apply on all components supplied with the machine

Bidder Information Form

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

Bid Name & Number: (IFB 20-053/JW)

Mobile Pressure Washer for the Jack Brooks Regional Airport

Bidder's Company/Business Name: CYCLONE TECHNOLOGY LLC.

Bidder's TAX ID Number: 81-3781455

Contact Person: CHRISTOPHER WILLIAMS **Title:** MANAGER - SALES & MARKETING

Phone Number (with area code): 602.684.6645

Alternate Phone Number if available (with area code): 480.345.7733

Fax Number (with area code): 480.345.3967

Email Address: CURIS.WILLIAMS@CYCLONECLEAN.COM

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

1845 W. 1ST STREET STE. 101

Address

TEMPE, AZ 85281

City, State, Zip Code

Bid Form

Bid Item 1 - IMPORTANT BIDDER INSTRUCTIONS:

Full technical specifications for this bid item are provided within this bid specifications packet.

References to a Manufacturer's Product by Brand Name or Number are done solely to establish the minimum quality and performance characteristics required.

All bids should be for **brand new**, completely unused equipment.

► Bidders Submitting Bids for Equivalent/Alternate Items:

Bidders may submit bids on equivalent/alternate items, but MUST submit a **COPY of the MANUFACTURER SPECIFICATIONS (to include full warranty terms)** for any alternate at the time of the bid.

Bidders offering equivalent/alternate items MUST ALSO submit an **ITEMIZED COMPARISON** documenting equivalence for dimensions, quality, performance, and features of the products offered at the time of bid. Further, the Bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a Bidder's alternate rests solely with Jefferson County.

► Bidders Submitting Bids for Exact Make/Model as specified:

Bidders offering the exact make/model as specified, MUST submit a **COPY of the MANUFACTURER SPECIFICATIONS (to include full warranty terms)** at the time of bid.

Item No.	Item Description	Bid Price
1	Cyclone CY5500 Mobile Pressure Washer -OR- Equivalent	\$ <u>168,500.00</u>
Projected Delivery Lead Time from Date of Purchase:		<u>8</u> weeks
Equivalent Item Description (Make & Model) for Item No. 1:		_____

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received _____
 Addendum 2 _____ Date Received _____
 Addendum 3 _____ Date Received _____

Bidder Shall Return Completed Form with Offer.

**INSERT COPY OF
MANUFACTURER SPECIFICATIONS HERE**

Featured Specifications

Cyclone CY5500 Technical Document

FEATURED SPECIFICATIONS FOR AN OPERATOR-DRIVEN HIGH PRESSURE HARD SURFACE CLEANING SYSTEM



INTENT: The intent of the specifications is to describe a single operator, ride-on machine that deep cleans hard surfaces through a pressure washing based system and fully recovers cleaning wastewater. Recovered water is recycled and reused by passing water through a series of filters and reducing the particle content of the water before returning it to the fresh water tank. The machine is intended for deep cleaning outside areas of parking decks, surface lots, sidewalks, plazas or other similar applications. This stand-alone equipment uses a single operator and patented technology that is completely unique in the world and is far superior in its productivity, efficiency, and sustainability than any product in the industry. This is accomplished by using a combination of high-pressure (HP) water and Cyclone's patented cleaning head design that is generating up to 140 mph (289 km/h) air movement across the surface. The combination of these two elements allows for superior cleaning and productivity.

Faster, Greener, Cleaner  The Cyclone Difference

Cyclone Technology LLC. | 1845 West 1st Street Ste. 101
Tempe | Arizona | 85281 | United States | Direct: +1.480.345.7733 | www.cycloneclean.com

with minimal impact to the surface. No chemicals or additional abrasive materials are used in the cleaning process.

Cyclone's efficiency is based on the multi-patented cleaning head that allows for the recovery of water and removed material from the surface, without the use of an external vacuum. The instantaneous recovery is achieved by a series of blades safely rotating close to the surface at 1600 RPM. The rotation of the Cyclone blades is creating a negative air pressure at the surface that lifts the water and debris into a small holding tank. The water is then pumped into a reclaim tank in the rear of the machine where solid material is separated and filtered out for reuse. All water and material is recovered with absolutely no runoff, leaving the surface dry and ready for use in minutes.

All exceptions to the specifications must be clearly identified and submitted, in writing, on a separate sheet of paper marked, "EXCEPTIONS." Bidders who fail to submit their exceptions will not be considered.

GENERAL:

Machines must meet the following general description to be considered.

- There shall be one (1) 40" diameter cleaning head. All recovered water and waste is to be filtered and continuously recycled on-board, to extend run times and conserve water.
- The cleaning head shall be located in the front of the vehicle.
- Unit will provide deep cleaning of hard surfaces through a pressure wash system that incorporates a high speed rotating cleaning head that deeply cleans outdoor surfaces.
- Unit must be a standalone ride on unit that does not require connection of any supply or recovery hoses during operation.
- The cleaning process shall use heated high-pressure water without the use of chemicals.
- Unit shall fully recover wastewater leaving no standing water on cleaned surface.
- Water recovery must be completed at the cleaning head without the use of a vacuum system or squeegees.
- Recovered water must be pumped away from the cleaning head rather than vacuumed.

CLEANING HEAD DESIGN:

- The cleaning head will clean the surface with high-pressure water while simultaneously recovering the liquid and solid wastes leaving the surface without standing water in a condition ready for immediate use.
- Actual cleaning must be completed from a combination of the application of high pressure water and the scouring action resulting from +135 mph air and debris flow created under the cleaning head.
- Cleaning head must rotate at least 1500 rpm to assure multiple pass cleaning coverage of the surface.

- Cleaning head must rotate and be independently powered by a hydraulically driven motor; rotation must not come from the power of the sprayed water.
- Cleaning head must incorporate two replaceable pressure spray nozzles that are mounted no further than 1" from the surface and pointed straight down to assure maximum cleaning pressure is applied to the surface.
- Cleaning head must be cast from aluminum and have a minimum wall thickness of 3/8" to assure safe containment of all cleaning pressure.
- During cleaning, head must travel on four (4) casters independent of the motion of the machine frame to optimize cleaning head position with respect to surface.
- During operation and transport, cleaning head must remain safely protected beneath the machine frame.
- Unit must provide a consistently cleaned cleaning path of 34" minimum.

DESIGN AND CONSTRUCTION:

- Equipment design and component installation shall permit an operator or maintenance technician to have easy access for maintenance procedures. All power systems are to be run hydraulically.
- Water tank must be located at the back of the machine to allow fast and easy clean out and incorporate 3 inch guillotine style valves.

CHASSIS:

- Frame is to be constructed of 3" x 2" x .120" mainframe rails, sand blasted, and powder coated to prevent corrosion.
- Body must be made of an internal sheet metal covered framework, providing space for the control panel, electrical controls, and all other auxiliary parts required by the cleaning system equipment.

TIRES:

- Must utilize a four tire design for stability.
- All tires to be pneumatic and all of the same size.
- All tires to be ST225/75/R15, Load range E.

STEERING:

- Hydraulic power steering required.
- Must incorporate front wheel steering.

BRAKES:

- System must automatically stop when operator's foot is removed from the pedal.
- Must have automated and hydraulically controlled parking brake.
- Must have drum brakes as well as hydraulically controlled brakes

POWER PLANT ENGINE:

- Must operate using a single engine
- Must have Cummins 74 Hp 2.8L Turbo Diesel Tier 4 Final engine package
- Engine to be Tier IV Flex or higher emissions standard.
- Engine must be rated for use with any fuel that meets the current ASTM D975 standard.
- Engine should be B20 Biodiesel compatible without voiding of engine or related component warranties.
- Alternator to be a minimum of 145 Amps

HIGH-PRESSURE WATER SYSTEM:

- Must incorporate a high-pressure, positive displacement, triplex plunger pump.
- This pump is to be capable of a nominal flow rate of 5.5 Gal/min (21 L/min) adjustable to a maximum rated operating pressure of 4,350 psi (300 bar).
- Output pressure must be infinitely variable from operator position between 1200 psi (83 bar) and 4,350 psi (300 bar).
- Optional increased pressure system available for pressure up to 5,500 psi (379 bar).

WATER SUPPLY:

- Unit must have its own water storage tank with rated capacity of 390 gallons (1,476 l). Water system must incorporate the recovery and recycling of wastewater through the unit increasing run time and reducing overall water consumption.
- Waste water must be filtered to 30 micron before being re-used.
- Unit must operate free of any supply or recovery water hoses during cleaning operation.
- A single tank must accommodate supply water and water that is recovered.
- Water tank will contain level switches to automatically turn off pressure pump when water gets low or when water is overfilled.
- Water tanks are to be constructed of non-corrosive poly or fiberglass.

WATER PUMP COUPLING SYSTEM:

- To be hydraulically driven.

HIGH PRESSURE HEATING COIL/HEATER:

- Must have an electronically fired, inline diesel-powered heater with a minimum 320,000 BTU/hr. output to raise cleaning water temperature up to 160° F (84° C) and cleaning ability.
- Heater system shall be activated by a pre-set thermo switch to regulate the heater system.
- Distance from heater to spray head must be no more than five (5) feet to assure full heat actually applied to the surface.

CONTROLS:

- All controls necessary to operate the machine must be ergonomically located in the operator cab.
- The control panel must have all the necessary regulators, gauges, valves, switches and indicators required for operation of the spray equipment.
- Machine must be able to be operated efficiently, comfortably and safely by seated operator.
- Must have full system of headlights, tail lights and turn signals.
- Daytime running lights.

MOTION CONTROL

- Must be capable of travelling up to 12 mph (19 km/h)
- Must be powered hydrostatically.
- Must incorporate two speed system with one speed for transportation and a second speed for cleaning mode
- Must have motion control similar to an automobile in transportation mode
- Motion control in cleaning mode must have an adjustable dial to maintain a certain cleaning speed.

OPERATOR CAB

- Unit will have fully enclosed operator's cab
- Must include adjustable suspension seat for operator comfort
- Seat to be covered with heavy-duty vinyl, black in color
- Must have operator's seat belt
- Must include clear visibility to front and sides with glass or open area from ceiling to floor of machine
- Must include full curved windshield with washer and wiper blade, locking glass side doors, air conditioner and heater.
- Two (2) rear facing side view mirrors.

FUEL CAPACITY:

- The unit is to have one 18 gallon (68 L) capacity diesel fuel tank.

HYDRAULIC SYSTEM:

- Must use AW 46 type hydraulic fluid to prevent component wear and improve reliability.
- Hydraulic fluid fill orifice to be clearly labeled in English as to contents and type of oil
- Hydraulic tank to have dual sight gauge for fluid level and temperature.
- Unit to include *Hydac* 10 micron stainless steel in-tank filter element.
- Unit to have an integrated clog indicator for servicing the filter element.
- Top-mounted, *Hydac* breather filter element
- Cab-mounted oil temperature and level warning light and buzzer.

- Oil level and temperature label.
- Hydac hydraulic oil heat exchanger with integrated fan electronically controlled by a thermal switch.
- Rexroth variable displacement hydraulic pumps or approved equal.
- Poclain two-speed steerable hydraulically driven front wheel motors.

STEERING COLUMN/CONTROL PANEL:

- Fuel/battery gauge
- Digital water pressure readout
- Water tank service light
- Oil pressure gauge
- Turn signal indicator light
- Forward/reverse switch
- Lift/lower switch
- Heater switch
- Pressure pump switch
- Cleaning head spin switch
- Throttle control switch
- Hazard lights
- Horn/turn signal stalk

SIDE CONTROL PANEL:

- Posi-traction function switch
- Cleaning/travel mode selector switch
- Hi/low speed switch
- Pressure wand switch
- Variable water pressure dial
- Variable cleaning speed dial
- Hydraulic oil level/temp warning light/alarm
- AC/Heat fan control
- Windshield wiper switch

LIGHTING AND SAFETY EQUIPMENT

- Back up alarm to exceed 85 dB
- DOT approved LED tail, brake, reverse, marker, and turn signal lights.
- LED 360° amber beacon or 22" LED Aviation approved light bar
- 5-person First Aid kit

CLEANING WAND:

- The unit is to be supplied as standard with one high pressure spray trigger operated cleaning wand.
- Unit must include convenient cleaning wand storage location behind a panel and include 25 feet (7.62 m) of pressure line for use with wand.
- Self-recoiling hose reel for storage of pressure line must be included.
- Cleaning gun system must be able to be activated from lever in the operator cab.
- Water pressure output must be able to be adjusted by hand in the cab area.

CURB FACE CLEANER:

- The unit is to be equipped with curb face cleaner system that allows cleaning of curb face and recovery of sprayed water in a single pass.
- Curb face cleaner system must be able to be activated by a lever in the operator cab.

DEBRIS RECOVERY:

- Machine must include, at the cleaning head, a debris recovery and separation system to separate out larger debris like rocks from recovered water. Debris must be captured in an easy to remove and clean screen system.
- Cleaning head must incorporate a safety plate to prevent larger debris from entering the moving blades of the cleaning head.
- Debris recovery tank on cleaning head must include a clean out plug for fast easy cleanout.
- Debris screen is to be constructed of non-corrosive stainless steel.
- With an average level of dirt, the machine will be able to operate for a minimum of three (3) hours.

WASTE RECLAMATION AND OPTIONAL RECYCLING:

- The waste water must be recovered directly at the cleaning head where the cleaning water is applied.
- Water shall be recovered using lift action created by mechanical blades in the cleaning head that rotate at minimum 1500 rpm.
- Vacuum systems, with or without squeegees, are not acceptable and shall not be used.
- Recovery tanks shall be progressive and allow settling of entrained debris prior to filtration stage.
- Cleaning head must incorporate a pump that sends recovered water through a hose to the recovery tank(s).
- Unit must filter water to 30 micron purity by sequentially passing water through 75 micron stainless steel filters followed by 30 micron filters (recycling model).

STAINLESS STEEL FILTER SYSTEM

- The unit shall have an onboard, hydraulically driven, centrifugal pump that pumps recovered waste through 60 square feet of food grade stainless steel filtering media on board the unit.
- The filter pump is to be controlled electronically by a hydraulic control solenoid.
- There are to be four (4) stainless steel filters. Two of the filters will clean the water down to 75-micron and the remaining two filters will clean the water to 30-micron before returning water back to the fresh water tank.

MANUALS:

- One (1) hard copy operator manual and one (1) service and parts manual is to be provided on USB memory stick.

TRAINING AND TECHNICAL SERVICE:

- On-site training is to be provided by the manufacturer at customer's facility or at manufacturing facility, covering the operation and maintenance of the machine.

WARRANTY:

- A 1-Year warranty, parts and labor with six (6) months travel will apply to all manufactured components commencing at date of delivery.
- Standard Original Manufacturer Warranties apply on all components supplied with the machine.

CYCLONE TECHNOLOGY LIMITED WARRANTY

Cyclone Technology warrants to the original end user, the CY5000 and CY5500 against defects in material and workmanship under normal use and service. Our obligation under this warranty is limited to repair or replacement of the defective item at our factory or by an authorized service technician. Warranty coverage shall begin on the date of purchase by the original end user (as evidenced by your invoice from the factory or Authorized Dealer). The warranty registration card should be completed and returned within 30 days of purchase. The warranty coverage period is specified below.

GROUP	PARTS ^{1,6}	LABOR ²	TRAVEL ³
Cyclone CY5000 and CY5500	1 year ⁵	1 year	6 months
Accessories/Replacement Parts ⁴	90 days	none	none
Engine and Powertrain	2 years	1 year	6 months
EXCEPTIONS			
Tires (not including rims)	Prorated over 1 year / First 90 days at 100%		
Internal Combustion Engines	Major Component Warranty provided by engine manufacturer		
NOTES:			
1-Parts repaired or replaced are guaranteed for the remainder of the original machine warranty period.			
2-Labor to remedy a defective product or parts			
3-Round trip travel expenses for a technician to remedy a defective product or part at current government mileage rate.			
4-Applies to replacement parts only after machine warranty coverage has expired.			
5-One (1) year or 750 hours of normal operation, whichever occurs first.			
6- Overnight Shipping expenses will be covered for the first 90 days excluding early AM shipping. Standard ground shipping expenses will be covered after 90 days. All additional shipping expenses will be the responsibility of the customer.			

This warranty shall not apply to repairs resulting from accidents or misuse, damage in transit, overloading the capacity of the machine, failure due to lack of proper maintenance or care as described in the operating and maintenance instructions. Minor adjustments, such as tightening of screws or bolts not connected with the replacement of parts, are not covered. Replacement of expendable wear items such as pressure pump valves, packing, and replacement kit components, pressure tips, rotary unions, Cyclone blades, filters and various rubber/plastic parts are also not covered. Repairs or alterations by an organization other than the factory or an Authorized Service Center are not covered and will void any warranty as to the parts or systems repaired or altered by a non-authorized organization.

THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION OF THE LIMITED WARRANTIES STATED WITHIN. NO OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE EXCEPT AS EXPRESSLY STATED HEREIN. ANY STATUTORY IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT ARE IMPOSED BY LAW DESPITE THE EXPRESS LIMITATION OR WARRANTIES ABOVE, ARE EXPRESSLY LIMITED TO THE DURATION OF THE WRITTEN WARRANTY. BUYER UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT THE REMEDIES PROVIDED UNDER THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO THE BUYER. CYCLONE TECHNOLOGY LLC WILL NOT BE LIABLE FOR ANY OTHER OR ADDITIONAL DAMAGES, INCLUDING BUT NOT LIMITED TO INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE FURNISHING, PERFORMANCE, USE OF OR INABILITY TO USE THE MACHINE. ANY EXTENSIONS OF OR MODIFICATIONS MADE TO THIS WARRANTY BY A DEALER/DISTRIBUTOR OF CYCLONE TECHNOLOGY LLC ARE THE SOLE RESPONSIBILITY OF THE DEALER/DISTRIBUTOR.

All transportation or shipping charges resulting from the return of machines, parts, or accessories shall be the responsibility of the end-user. When returning, please provide an explanation of the problem and include the serial number of the machine as well as the name of the selling organization. The Technical Service department of the authorized Dealer Service Center or the factory will investigate and then contact you.

Transportation of hazardous waste or contaminated equipment is subject to various laws and regulations. In returning machines, parts, or accessories under this limited warranty, the end user must certify in writing that the machines, parts or accessories being returned have not been used for handling, clean up, or disposal of hazardous waste or hazardous materials including but not limited to such things as asbestos, anthrax etc. or if the machines, parts or accessories being returned have been used for handling, clean up, or disposal of hazardous waste or hazardous materials, then the end user must have the machines, parts or accessories decontaminated by licensed and qualified decontamination professionals and provide written certification of this decontamination signed by the decontamination professionals. These machines, parts or accessories are to be returned only to the local Authorized Service Center for Warranty service along with decontamination certification.

CYCLONE TECHNOLOGY LLC. reserves the right to change its warranty policy without notice.



**IF SUBMITTING BID FOR
EQUIVALENT/ALTERNATIVE ITEM,
INSERT ITEMIZED COMPARISON HERE**

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: KENTON COUNTY AIRPORT
 Address: 77 COMAIR BLVD. ERLANGER, KY 41018
 Contact Person and Title: MATT GAILBERT, SENIOR MANAGER AIRFIELD
 Phone: 859.743.5822 Fax: 859.767.7825 MAINTENANCE
 Email Address: MGAILBERT@CVGAIRPORT.COM Contract Period: _____
 Scope of Work: PURCHASED CYCLONE CY5500

REFERENCE TWO

Government/Company Name: SCRUBZONI INC.
 Address: _____
 Contact Person and Title: NICK LENOCI, PRESIDENT
 Phone: 407.766.8692 Fax: _____
 Email Address: NLENOCI@SCRUBZONI.COM Contract Period: _____
 Scope of Work: PURCHASED CYCLONE CY5500

REFERENCE THREE

Government/Company Name: PRESSURE WASHING LA.
 Address: _____
 Contact Person and Title: JUAN BARRAGAN
 Phone: 310.658.0791 Fax: _____
 Email Address: JUAN.BARRAGAN@PRESSUREWASHINGLA.COM Contract Period: _____
 Scope of Work: PURCHASED CY5500

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

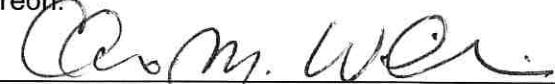
This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

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.

CYCLONE TECHNOLOGY LLC

Bidder (Entity Name)



Signature

1845 W. 1ST STREET STE.101

Street & Mailing Address

CHRIS M. WILLIAMS

Print Name

TEMPE, AZ 85281

City, State & Zip

DEC. 3, 2020

Date Signed

602.684.6645

Telephone Number

480.345.3967

Fax Number

CURIS.WILLIAMS@CYCLONECLEAN.COM

E-mail Address

Bidder Shall Return Completed Form with Offer.

Certificate of Buy American Compliance for Manufactured Products

The Buy American Preferences under 49 U.S.C. § 50101 require that all steel and manufactured goods used in Airport Improvement Program (AIP) funded projects be produced in the United States. In accepting AIP funding, grant recipients must certify that all steel or manufactured products used on any portion of the AIP-funded project are produced in the United States and are of 100 percent U.S. materials.

Under 49 U.S.C. § 50101(b), the FAA has the authority to waive these Buy American Preferences if certain market or product conditions exist. These are:

- Applying the Buy American Preferences would be inconsistent with the public interest;
- The steel or goods produced in the U.S. are not produced in a sufficient and reasonably available amount or are not of a satisfactory quality;
- When the cost of components and subcomponents produced in the U.S. is more than 60 percent of the cost of all components of the facility or equipment procured and final assembly occurs in the United States; or
- Including domestic material will increase the cost of the overall project by more than 25 percent.

49 U.S.C. § 50101 also prohibits fraudulent use of "Made in America" labels, "a person shall not intentionally affix a label bearing the inscription of "Made in America", or any inscription with that meaning, to any product sold or shipped in the United States, if that product is not a domestic product.

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 U.S.C. § 50101 by selecting one of the following certification statements. These statements are mutually exclusive.

Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

Bidder or offeror hereby certifies that it will comply with 49 USC 50101 by:

---OR---

Bidder or offeror hereby certifies that it cannot comply with 49 USC 50101 by, however it may be eligible for an exemption by the FAA.

Chris M. Weller 12/3/2020
Signature / Date

MANAGER, SALES & MARKETING
Title

CYCLONE TECHNOLOGY LLC

Company / Offeror

IFB-20-053/JW

IFB/RFP/RFQ number

CERTIFICATION REGARDING LOBBYING

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) 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.
- (b) 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.
- (c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying 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).

The Contractor, Cyclone Technology, LLC, 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

CHRIS M. WILLIAMS MANAGER, SALES & MARKETING

Printed Name and Title of Contractor's Authorized Official

Dec. 3, 2020
Date

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Qualifications (RFQ) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFQ-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Sub-awardee Tier <input type="checkbox"/> , if Known:	If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime:	
Congressional District, if known:	Congressional District, if known:	
Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____	
Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

Bidder Shall Return Completed Form with Offer.

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

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

Adopted 8/7/2015

Conflict of Interest Questionnaire

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

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

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.

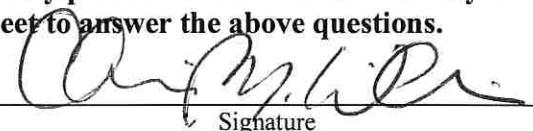
Did the Prime Contractor/Consultant ...

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

CHRIS M. WILLIAMS
Printed Name of Authorized Representative


Signature

SALES & MARKETING MANAGER
Title

DEC. 3, 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: _____

Printed Name of Contractor Representative

Signature of Representative

Date

Printed Name of HUB

Signature of Representative

Date

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

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

Prime Contractor: _____ HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: _____
 Street _____ City _____ State _____ Zip _____

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: \$ _____ Total HUB Subcontract(s): \$ _____

Construction HUB Goals: 12.8% MBE: % 12.6% WBE: %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
 Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: _____ Initials: _____

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
 Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 2 OF 4

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet
(Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
 Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
 Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

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

Description of Subcontract Work to be Performed: _____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
 Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
 Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): CHRIS M. WILLIAMS

Title: MANAGER - SALES & MARKETING

Signature: Chris M. Williams

Date: DEC. 3, 2020

E-mail address: CHRIS.WILLIAMS@CYCLONECLEAN.COM

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

Name (print or type): ANNA STIDHAM

Title: ACCOUNTANT

Date: _____

E-mail address: ANNA.STIDHAM@BLASTRAC.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 CYCLONE TECHNOLOGY LLC [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.):	<u>81-3781455</u>
Company Name submitting bid/proposal:	<u>CYCLONE TECHNOLOGY LLC</u>
Mailing address:	<u>13201 N. SANTA FE AVE. OKLAHOMA CITY, OK 73114</u>
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.

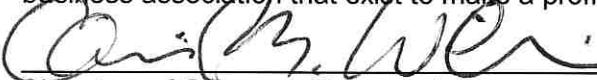
House Bill 89 Verification

I, CHRISTOPHER WILLIAMS, the undersigned representative of (company or business name) CYCLONE TECHNOLOGY 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

12/11/2020

Date

On this 11 day of DEC, 2020, personally appeared

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

Notary Seal

James Golley

Notary Signature

12/11/2020

Date



JAMES GULLEY
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires May 4, 2021

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.

Blastrac NA Inc.

a/b/a Cyclone Technology, Inc.

Company Name

IFB 20-053 JW

IFB/RFP/RFQ number

Certification check performed by:

Jamey West

Purchasing Representative Jamey West, Assistant Purchasing Agent

December 16, 2020

Date

Bidder Shall Return Completed Form with Offer.



Glenn Hegar
Texas Comptroller of Public Accounts

Purchasing

Divestment Statute Lists

The Comptroller provides the following divestment lists in connection with Tex. Govt. Code 808.051 (HB 89, 85th R.S.), Tex. Govt. Code 2252.153 (SB 252, 85th R.S.), and Tex. Govt. Code 2270.0209 (SB 253, 85th R.S.), and for compliance with contracting requirements referenced in Tex. Govt. Code 2252.152 (SB 252, 85th R.S.) and Tex. Govt. Code 2270.002 (HB 89, 85th R.S.).

- Companies that Boycott Israel [comptroller.texas.gov/purchasing/docs/anti-bds.pdf] — *Updated June 2020*
- Scrutinized Companies with ties to Sudan [comptroller.texas.gov/purchasing/docs/sudan-list.pdf] — *Updated November 18, 2020*
- Scrutinized Companies with ties to Iran [comptroller.texas.gov/purchasing/docs/iran-list.pdf] — *Updated November 18, 2020*
- Designated Foreign Terrorist Organizations [comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf] — *Updated June 2020*
- Scrutinized Companies with ties to Foreign Terrorist Organizations [comptroller.texas.gov/purchasing/docs/fto-list.pdf]
- FAQ for Investing Entities [comptroller.texas.gov/purchasing/docs/SB-253-guidance.pdf]

**List of Companies that Boycott Israel
Pursuant to Texas Government Code Chapter 808**

June 2020

Company Name	ISSUER ID	ISIN
ASN BANK NV	ID000000002407715	
BETSAH INVEST SA		
CACTUS SA		
CO-OPERATIVE GROUP LIMITED	IID000000002241186	GB00BFXWHQ29
DNB ASA	IID000000002150825	NO0010031479
GULOGUZ DIS DEPOSU TICARET VE PAZARLAMA LTD.		
KARSTEN FARMS		
KLP KAPITALFORVALTNING AS		
KOMMUNAL LANDSPENSJONSKASSE GJENSIDIG FORSIKRINGSSELSKAP	IID000000002228977	XS1217882171
SAMPENSION KP LIVSFORSIKRING A/S	IID000000002708138	DK0011163715

2020 List of Companies Engaging in Scrutinized Business Operations in Sudan Chapter 2270 of the Texas Government Code

Company Name	ISIN
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The United States government revoked the major components of all economic sanctions against Sudan and the Government of Sudan, effective October 12, 2017. As such, the U.S. Sudanese Sanctions Regulations were amended by the U.S. Office of Foreign Assets Control and authorize all transactions previously prohibited by the Regulations and Executive Orders 13067 and 13412, effective as of January 17, 2017.

However, the changes do not authorize transactions that are prohibited under the U.S. Darfur Sanctions Regulations (31 C.F.R. part 546) or Executive Orders 13400 or 13664. Accordingly, the Comptroller's office will continue monitoring for companies that meet the pertinent statutory definition of a scrutinized Company, i.e., companies that have been complicit in the Darfur genocide during any preceding 20-month period.

2020 List of Companies Engaging in Scrutinized Business Operations in Iran
Chapter 2270 of the Texas Government Code

COMPANY NAME	ISIN
AF Poyry AB	SE0005999836
Beiqi Foton Motor Co., Ltd.	CNE000000WC6
Bharat Petroleum Corporation Ltd.	INE029A01011
China Railway Group Ltd	CNE100000866
ENEOS Holdings, Inc. f/k/a JXTG Holdings Inc	JP3386450005
Glencore plc	JE00B4T3BW64
Hindustan Petroleum Corporation Ltd.	INE094A01015
Hyundai Motor	KR7005380001
Indian Oil Corporation Ltd.	INE242A01010
Jindal Steel & Power Ltd.	INE749A01030
Lloyds Banking Group plc	GB0008706128
Man SE	DE0005937007
Mangalore Refinery & Petrochemicals Ltd.	INE103A01014
Norinco Intl Cooperation Ltd	CNE000000VZ9
Oil & Natural Gas Corporation Ltd.	INE213A01029
Power Construction Corporation of China, Ltd.	CNE1000017G1
RELX PLC	GB00B2B0DG97
Renault S.A.	FR0000131906
Sinopec Engineering (Group) Co Ltd	CNE100001NV2
Telecom Italia	IT0003497168
Vodafone Group plc	GB00BH4HKS39
Zhejiang Shibao Co., Ltd.	CNE100001MJ9

**Designated Foreign Terrorist Organizations
Pursuant to Texas Government Code Chapter 2270**

June 2020

Organization	Organization
Abdullah Azzam Brigades (AAB)	ISIL-Khorasan (ISIL-K)
Abu Sayyaf Group (ASG)	ISIS-Bangladesh
A-Qasqa Martyrs Brigade (AAMB)	ISIS-Greater Sahara
al-Ashtar Brigades (AAB)	ISIS-Philippines
al-Mulathamun Battalion (AMB)	ISIS-West Africa
al-Nusrat Front	Islamic Jihad Union (IJU)
al-Qa'ida (AQ)	Islamic Movement of Uzbekistan (IMU)
Al-Qa'ida in the Indian Subcontinent	Islamic Revolutionary Guard Corps (IRGC)
al-Qa'ida in the Arabian Peninsula (AQAP)	Islamic State of Iraq and the Levant (formerly al-Qa'ida in Iraq)
al-Qaida in the Islamic Maghreb (AQIM)	Islamic State of Iraq and the Levant's Branch in Libya (ISIL-Libya)
al-Shabaab	Jaish-e-Mohammed (JEM)
Ansar al-Dine (AAD)	Jama'at Nusrat al-Islam wal-Muslimin (JNIM)
Ansar al-Islam (AAI)	Jaysh Rijal al-Tariq al-Naqshabandi (JRTN)
Ansar al-Sharia in Benghazi	Jaysh Anshorut Tauhid (JAT)
Ansar al-Sharia in Darnah	Jemah Islamiya (JI)
Ansar al-Sharia in Tunisia	Jaysh al-Adl (formerly Jundallah)
Ansaru	Kahane Chai (Kach)
Army of Islam (AOI)	Kata'b Hizballah (KH)
Asa'b Ahl al-Haq (AAH)	Kurdistan Workers Party (PKK, aka Kongra-Gel)
Asbat al-Ansar (AAA)	Lashkar i Jhangvi (LJ)
Aum Shinrikyo (AUM)	Lashkar-e Tayyiba (LeT)
Basque Fatherland and Liberty (ETA)	Liberation Tigers of Tamil Eelam (LTTE)
Boko Haram	Mujahidin Shura Council in the Environs of Jerusalem (MSC)
Communist Party of the Philippines/New People's Army (CPP/NPA)	National Liberation Army (ELN)
Continuity Irish Republican Army (CIRA)	Palestine Islamic Jihad (PIJ)
Gama'a al-Islamiyya (Islamic Group - IG)	Palestine Liberation Front (PLF)
HAMAS	PFLP-General Command (PFLP-GC)
Haqqani Network (HQN)	Popular Front for the Liberation of Palestine (PFLP)
Harakat ul-Jihad-i-Islami (HUJI)	Real Irish Republican Army (RIRA)
Harakat ul-Jihad-i-Islami/Bangladesh (HUJI-B)	Revolutionary Armed Forces of Colombia (FARC)
Harakat ul-Mujahidin (HUM)	Revolutionary People's Liberation Party/Front (DHKP/C)
Hizballah	Revolutionary Struggle (RS)
Hizbul Mujahideen (HM)	Shining Path (SL)
Indian Mujahideen (IM)	Tehrik-e Taliban Pakistan (TTP)
ISIL Sinai Province (formerly Ansar Bayt al-Maqdis)	

Source: U.S. Department of State <https://www.state.gov/foreign-terrorist-organizations/>

**List of Scrutinized Companies with ties to Foreign Terrorist Organizations
Pursuant to Texas Government Code Chapter 2270**

June 2020

Company Name	ISIN
No Companies Identified	

SAM Search Results
List of records matching your search for :

209

Record Status: Active
CAGE Code: 1UB48

ENTITY	Blastrac N.A., Inc.	Status: Active
DUNS:	790444210	+4: CAGE Code: 1UB48 DoDAAAC:
Expiration Date:	06/01/2021	Has Active Exclusion?: No
Address:	13201 North Santa Fe Ave	Debt Subject to Offset?: No
City:	Oklahoma City	State/Province: OKLAHOMA
ZIP Code:	73114-2232	Country: UNITED STATES

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 Arizona

COUNTY OF MARICOPA

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

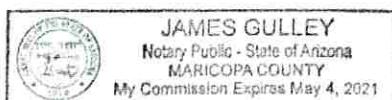
"Christopher M. Williams (name) am a duly authorized officer or agent for CYCLONE TECHNOLOGY LLC (name of firm) and have been duly authorized to execute the foregoing on behalf of the said CYCLONE TECHNOLOGY LLC. (name of firm)

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: CHRISTOPHER M. WILLIAMS, CYCLONE TECHNOLOGY LLC, 1845 W 1ST ST TEMPE, AZ 85281
 Fax: 480.345.3967 Telephone# 480.345.7733
 by CHRISTOPHER M. WILLIAMS Title: MANAGER, SALES & MARKETING
 (print name)

Signature Christopher M. Williams

SUBSCRIBED AND SWORN to before me by the above-named
CHRISTOPHER M. WILLIAMS on
 this the 16 day of DEC, 2020



James Guley
 Notary Public in and for
 the State of Arizona

Bidder Shall Return Completed Form with Offer.



JOC 20-014 /DC

211

Mailing Address:
P.O. Box 20658
Beaumont, Texas 77720-0658

December 4, 2020

✉ (409) 842-8181
☎ (409) 842-2274
✉ setex@setexconstruction.com
✉ setexconstruction.com

Deb Clark
Jefferson County
1149 Pearl Street
Beaumont, Texas 77701

General Contracting

Project: "Jefferson County Winnie Tower"

Job Order Contracting

Subject: "Proposal"

Facilities Maintenance

Dear Ms. Clark:

We are pleased to submit our proposal to utilizing our 15/041JN-11-2015 Choice Partners JOC Texas Contract based on local CCI and our coefficient of .89.

Commercial

Proposal Recap:

- Provide (8) laminated mats for construction access in marsh area.

Government

Exclusions:

Industrial

Total Proposed Cost	\$ 2,451.24
Bond	\$ 61.28
Total Price This Proposal	\$ 2,512.52

Healthcare

Infrastructure

This pricing is based on normal hours Monday thru Friday 7:00am to 4:00pm. Please contact us at 409-842-8181 at your convenience to go over this estimate. Once accepted this proposal turns into a lump sum contract. Please contact us at 409-842-8181 at your convenience to discuss this estimate.

Corporate

We trust the proposal meets with your approval and please advise us accordingly.

Education

Respectfully submitted,
SETEX Facilities and Maintenance

Performing Arts


Michael Waidley
Project Manager

Historical

19-0278

ATTEST:


Carolyn L. Guidry, County Clerk


JEFFERSON COUNTY, TEXAS
Jeff Branick, County Judge





Preliminary Estimate, by estimates

Michael Green
SETEX Facilities and Maintenance, LLC
20/017MR-17 - Choice Partners (JOC - IDIQ) Normal - Basic Contract Year -
2/26/2020 to 2/25/2021
Repeater Tower Site Access - 20-0018 CO

Estimator: Michael Green

Repeater Tower Site Access

Project Scope: Site access for matting

Division Summary (MF04)

01 - General Requirements	\$5,049.00	26 - Electrical
02 - Existing Conditions		27 - Communications
03 - Concrete		28 - Electronic Safety and Security
04 - Masonry		31 - Earthwork
05 - Metals		32 - Exterior Improvements
06 - Wood, Plastics, and Composites		33 - Utilities
07 - Thermal and Moisture Protection		34 - Transportation
08 - Openings		35 - Waterway and Marine Transportation
09 - Finishes		41 - Material Processing and Handling Equipment
10 - Specialties		44 - Pollution Control Equipment
11 - Equipment		46 - Water and Wastewater Equipment
12 - Furnishings		48 - Electric Power Generation
13 - Special Construction		Alternate
14 - Conveying Equipment		Trades
21 - Fire Suppression		Assemblies
22 - Plumbing		FMR
23 - Heating, Ventilating, and Air-Conditioning (HVAC)		MF04 Total (Without totaling components)
25 - Integrated Automation	\$5,049.00	

Totaling Components

Priced Line Items

RSMeans BEAUMONT, TX CCI 2020Q3, 85.10%	\$5,049.00	Nonpriced Line Items
2015 Choice Partners JOC SETEX Texas Normal (-11.0000%)	\$7,523.00	Consideration

Material, Labor, and Equipment Totals (No Totaling Components)

Material:

Labor:

Equipment:

Other:

Laborhours:

Green Line Items:0

Priced/Non-Priced

Total Priced Items:	2	\$5,049.00
Total Non-Priced Items:	0	\$0.00

Grand Total

\$2,451.24

Preliminary Estimate, by estimates

Estimator: Michael Green

Item

Description

UM

Quantity

Unit Cost

Total

Book

01 - General Requirements

1	01-54-36-50-1500	Mobilization or demobilization, delivery charge for equipment, hauled on 40-ton capacity towed trailer	Ea.	6.0000	\$765.00	\$4,590.00	RSM20FAC L.E. B	P
2	01-54-36-50-1500-2500	Mobilization or demobilization, each additional 5 miles haul distance, add (Modified using 01-54-36-50-2500)	Ea.	6.0000	\$76.50	\$459.00	RSM20FAC L.E. B	P
01 - General Requirements Total								
Estimate Grand Total								

**\$5,049.00
2,451.24**

Jack Brooks Regional Airport

Taxiway D (Phase IV) Reconstruction

APPLICATION FOR PAYMENT

JEFFERSON COUNTY

Purchase Order No.	Date Prepared	12/8/2020
Account No.	Estimate No.	FINAL
County Project No. 17-024/JW	Period Ending	FINAL
FAA Project No.	Time Completed	Calendar day 641 of 641
FAA Grant No. 3-48-0018-034-2017	Contract Time	641 calendar days
	% Time Complete	100%

Contractor: Oldcastle Materials
PO Box 20779
Beaumont, TX 77720

CHANGE ORDER SUMMARY		
NO.	DATE	AMOUNT
1	12/3/18	\$85,795.80
2	12/21/18	\$0.00 (Time Extension)
3	05/02/19	\$14,700.00
4	05/14/19	\$40,683.30
5	08/13/2020	\$142,025.09
NET CHANGE		\$283,204.19

Original Contract Amount	\$ 3,167,678.80
Net Change Orders	\$ 283,184.18
Current Contract Amount	\$ 3,450,862.98
Total Work Performed	\$ 3,450,862.98
Total Stored Materials	\$ 0.00
Total Work & Materials	\$ 3,450,862.98
5% Retainage	\$ 0.00
Total Earned less Retainage	\$ 3,450,862.98
Less Previous Payments	\$ 3,450,882.99
Credit Paid	(\$20.01)

PREVIOUS PAYMENTS		
NO.	DATE	AMOUNT
1	02/20/2018	\$209,918.28
2	04/21/2018	\$304,904.10
3	08/09/2018	\$31,029.38
4	08/09/2018	\$10,830.00
5	08/09/2018	\$497,990.00
6	09/14/2018	\$30,840.99
7	10/15/2018	\$3,614.84
8	11/21/2018	\$115,010.80
9	12/17/2018	\$80,972.49
10	01/21/2019	\$72,047.71
11	02/26/2019	\$263,873.52
12	03/15/2019	\$358,666.40
13	04/12/2019	\$364,480.21
14	05/13/2019	\$452,889.84
15	06/14/2019	\$281,850.35
16	07/17/2019	\$7,695.00
FINAL	11/17/2020	\$364,269.06
CREDIT	12/08/2020	(\$20.01)
TOTAL		\$ 3,450,862.98



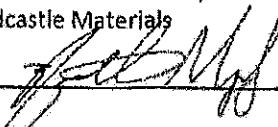
Blanket 076621
513.7091.463.60-17

AIR 22

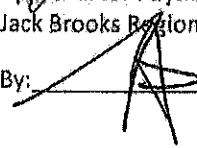
AIR Grant 33

4800183317

Jack Brooks Regional Airport
Recommended for Payment
Oldcastle Materials

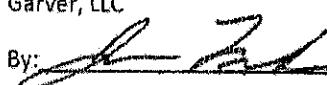
By:  12/9/20 Date

Approval for Payment
Jack Brooks Regional Airport

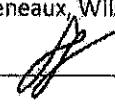
By:  _____

Taxiway D (Phase IV) Reconstruction

Garver, LLC

By:  12/08/2020 Date

Arceneaux, Wilson, & Cole, LLC.

By:  12/09/2020

JEFFERSON COUNTY

By: _____
Jeff R. Branick, Jefferson County Judge Date



A CRH COMPANY
Gulf Coast
PO Box 20779
Beaumont, TX 77720-0779

Invoice No: 2000064489
Invoice Date: 08/31/2020
Contract: 253217
Customer No: 218816
Terms: Net 30 Days
Due Date: 09/30/2020
Application: FINAL
Invoiced Period:
Customer PO:

To: Jefferson Co Engineering Dept
Fl 7th Attn : Mantha
1149 Pearl St
Beaumont, TX 77701-3638

Page 1 of 3

Job Name: Jack Brooks TaxiWay D W

Item	Description	Contract				Completed to Date			Current Invoice	
		Units	U/M	Unit Price	Amount	Units	Amount	%	Units	Amount
10	MOBILIZATION	1.00	LSU	55,000.00	55,000.00	1.00	55,000.00	100.00	0.10	5,500.00
20	SITE PREPARATION	1.00	LS	310,000.00	310,000.00	1.00	310,000.00	100.00	0.489084	151,616.06
30	LOCKOUT TAGOUT CONSTANT CURRENT	1.00	LS	2,150.00	2,150.00	1.00	2,150.00	100.00	0.00	0.00
40	NON ENCASED SCH 80 PVC CONDUIT	5,000.00	LF	5.10	25,500.00	5,000.00	25,500.00	100.00	0.00	0.00
50	EXISTING CONCRETE MANHOLE REMOVE	1.00	EA	1,800.00	1,800.00	1.00	1,800.00	100.00	0.00	0.00
60	EXISTING CONCRETE HANDHOLE REMOVED	3.00	EA	1,100.00	3,300.00	3.00	3,300.00	100.00	0.00	0.00
70	EXISTING STAKE MOUNTED EDGE LIGHT REM	71.00	EA	163.00	11,573.00	71.00	11,573.00	100.00	0.00	0.00
80	EXISTING BASE MOUNTED EDGE LIGHT REM	2.00	EA	1,150.00	2,300.00	2.00	2,300.00	100.00	0.00	0.00
85	EXISTING BASE MOUNTED EDGE LIGHT REM	1.00	EA	230.00	230.00	1.00	230.00	100.00	0.00	0.00
90	ABANDONED WIND CONE BASE REMOVED	1.00	EA	1,140.00	1,140.00	1.00	1,140.00	100.00	0.00	0.00
010	Bond	0.00	LS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100	EXISTING WIND CONE & FDN REMOVED	1.00	EA	1,140.00	1,140.00	1.00	1,140.00	100.00	0.00	0.00
110	EXISTING SEGMENTED CIRCLE MRKR REMO	1.00	EA	1,050.00	1,050.00	1.00	1,050.00	100.00	0.00	0.00
120	ABANDONED SIGN BASE REMOVED	4.00	EA	890.00	3,560.00	4.00	3,560.00	100.00	0.00	0.00
130	EXISTING BASE MOUNTED GUIDANCE SIGN F	19.00	EA	204.00	3,876.00	19.00	3,876.00	100.00	0.00	0.00
140	EXIST BASE MNTD GUIDANCE SIGN RMVD BA	4.00	EA	228.00	912.00	4.00	912.00	100.00	0.00	0.00
150	CONCRETE ENCASED DUCT BANK REMOVAL	650.00	LF	19.80	12,870.00	372.00	7,365.60	57.23	0.00	0.00
160	DIRECRTIONAL BORING 2" CONDUIT	400.00	LF	51.00	20,400.00	269.00	13,719.00	67.25	0.00	0.00
170	L-858(L) BASE MOUNTED 2-GUIDANCE INSTAL	4.00	EA	5,050.00	20,200.00	4.00	20,200.00	100.00	0.00	0.00
180	L-858(L) BASE MOUNTED 3-GUIDANCE INSTAL	4.00	EA	6,600.00	26,400.00	4.00	26,400.00	100.00	0.00	0.00
190	L-861(L) BASE MOUNTED TAXIWAY EDGE LGF	75.00	EA	1,050.00	78,750.00	75.00	78,750.00	100.00	0.00	0.00
200	L-852T(L) LOW PROFILE BASE IN PVMNT EDGI	1.00	EA	4,100.00	4,100.00	1.00	4,100.00	100.00	0.00	0.00
210	FIELD LIGHTING ARRESTOR	5.00	EA	775.00	3,875.00	5.00	3,875.00	100.00	0.00	0.00
220	VEHICLE SIGN ASSEMBLY	1.00	LS	0.00	6,100.00	1.00	6,100.00	100.00	0.00	0.00
230	18" RCP	275.00	LF	90.00	24,750.00	275.00	24,750.00	100.00	0.00	0.00
240	4X4 SINGLE GRATE INLET	1.00	EA	5,400.00	5,400.00	1.00	5,400.00	100.00	0.00	0.00
250	4X4 JUNCTION BOX	1.00	EA	5,400.00	5,400.00	1.00	5,400.00	100.00	0.00	0.00
260	CONCRETE PAVMNT REMOVAL	18,355.00	SY	11.00	201,905.00	18,355.00	201,905.00	100.00	0.00	0.00
270	MILLING & REMOVAL OF ASPHALT 4"	4,239.00	SY	7.70	32,640.30	4,239.00	32,640.30	100.00	0.00	0.00
280	UNCLASSIFIED EXCAVATION	2,250.00	CY	13.50	30,375.00	2,250.00	30,375.00	100.00	0.00	0.00
290	BORROW EXCAVATION	5,500.00	CY	19.00	104,500.00	5,500.00	104,500.00	100.00	0.00	0.00
300	UNSUITABLE EXCAVATION	750.00	CY	17.00	12,750.00	0.00	0.00	0.00	0.00	0.00
310	8" SUBBASE COURSE	15,172.00	SY	19.50	295,854.00	15,172.00	295,854.00	100.00	0.00	0.00
320	16" LIME TREATED SUBGRADE	16,159.00	SY	7.00	113,113.00	16,159.00	113,113.00	100.00	0.00	0.00
330	LIME	600.00	TON	200.00	120,000.00	636.26	127,252.60	106.04	0.00	0.00
340	TEMPORARY EROSION CONTROL	1.00	LS	23,300.00	23,300.00	1.00	23,300.00	100.00	0.00	0.00
350	12.5" CONCRETE PAVMNT	14,359.00	SY	82.00	1,177,438.00	14,359.00	1,177,438.00	100.00	0.00	0.00
360	CONCRETE JOINT CLEAN & SEAL	1,500.00	LF	2.80	4,200.00	1,500.00	4,200.00	100.00	0.00	0.00
370	RETRO REFLECTIVE PVMNT MARKINGS	2,650.00	SF	3.90	10,335.00	2,650.00	10,335.00	100.00	453.00	1,766.70
380	NON REFLECTIVE BLACK OUTLINE	4,300.00	SF	2.00	8,600.00	4,300.00	8,600.00	100.00	502.00	1,004.00
390	PAVEMENT MARKING REMOVAL	1.00	LS	20,000.00	20,000.00	1.00	20,000.00	100.00	0.00	0.00
400	REFINED COAL TAR EMULSION SLURRY CO	18,637.00	SY	4.60	85,730.20	18,637.00	85,730.20	100.00	0.00	0.00



ACRH COMPANY
Gulf Coast
PO Box 20779
Beaumont, TX 77720-0779

Invoice No: 2000064489
Invoice Date: 08/31/2020
Contract: 253217
Customer No: 218816
Terms: Net 30 Days
Due Date: 09/30/2020
Application: FINAL
Invoiced Period:
Customer PO:

To: Jefferson Co Engineering Dept
Fl 7th Attn : Mantha
1149 Pearl St
Beaumont, TX 77701-3638

Page 2 of 3

Job Name: Jack Brooks TaxiWay D W



A CRH COMPANY
Gulf Coast
PO Box 20779
Beaumont, TX 77720-0779

Invoice No:	2000064489
Invoice Date:	08/31/2020
Contract:	253217
Customer No:	218816
Terms:	Net 30 Days
Due Date:	09/30/2020
Application:	FINAL
Invoiced Period:	
Customer PO:	

To: Jefferson Co Engineering Dept
Fl 7th Attn : Mantha
1149 Pearl St
Beaumont, TX 77701-3638

Page 3 of 3

Job Name: Jack Brooks TaxiWay D W

Remit to: Gulf Coast
1320 Arrow Point Drive
Suite 307
Cedar Park, TX 78613

Customer Name: Jefferson Co Engineering Dept
Customer No: 218816
Invoice Number: 2000064489
Invoice Amount: 364,269.06
Contract No: 253217 Amount Remi

Notice of Meeting and Agenda and Minutes
October 20, 2020

5. Consider and approve, execute, receive and file a Certificate of Completion for (IFB 17-024/JW), Taxiway D (Phase IV) at Jack Brooks Regional Airport with Texas Materials Group, Inc. d/b/a Gulf Coast, a CRH Company.

SEE ATTACHMENTS ON PAGES 12 - 13

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

* 6. Request approval to release retainage to Texas Materials Group, Inc. d/b/a Gulf Coast, a CRH Company for (IFB 17-024/JW), Taxiway D (Phase IV) at Jack Brooks Regional Airport in the amount of \$364,289.07, Final Payment Application No. 2000064489.

SEE ATTACHMENTS ON PAGES 14 - 18

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

7. Consider and approve, execute, receive and file an agreement renewal for (Agreement 17-034/JW) with Thomson Reuters for a West Complete Library subscription (Law Books & CDs) for the Jefferson County District Attorney's Office. This two-year agreement renewal (November 1, 2020 through October 31, 2022) for a cost of \$662.61 per month for the first renewal year, with an 8% increase for the second renewal year.

SEE ATTACHMENTS ON PAGES 19 - 21

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

ADDENDUMS

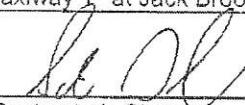
CONTRACTOR'S AFFIDAVIT

FROM: Contractor's Name Texas Materials Group, Inc., dba Gulf Coast a CRH Company
 Address 12907 US Highway 90, Beaumont, Texas 77713

TO: Owner's Name Jefferson County, Texas
 Address 1149 Pearl Street
Beaumont, Texas 77701

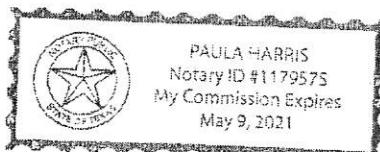
DATE OF CONTRACT: November 13, 2017

I hereby certify that all claims for material, labor, and supplies entered into contingent and incident to the construction or used in the course of the performance of the work on Taxiway D Reconstruction from Ware Ramp to Taxiway 'E' at Jack Brooks Regional Airport have been fully satisfied.


 Contractor's Signature

Asst. Secretary
 Title

Subscribed and sworn to before me this 5 day of October, 20 20.




 Paula Harris
 Notary Public

My Commission Expires:

May 9, 2021

The Surety Company consents to the release of the retained percentage on this project with the understanding that should any unforeseen contingencies arise having a right of action on the bond that the Surety Company will not waive liability through the consent to the release of the retained percentage.

Dated OCT 5, 2020 LIBERTY MUTUAL INSURANCE COMPANY
 Surety Company

By LINDA LEEN NIPPER, ATTORNEY-IN-FACT
 Non-Resident Agent, State of Texas
 # 1964806



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8201331

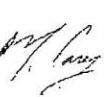
POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Linda Lee Nipper all of the city of Salt Lake City, state of Utah each individually if there be more than one named, its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the above-referenced surety bond.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of May, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: 

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 30th day of May, 2019, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: 
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5th day of October, 2020.



By: 

Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-810-832-8244 between 9am and 4:30pm EST on any business day

RELEASE OF LIEN

FROM: Contractor's Name Texas Materials Group, Inc., dba Gulf Coast a CRH CompanyAddress 12907 US Highway 90, Beaumont, Texas 77713TO: Owner's Name Jefferson County, TexasAddress 1149 Pearl Street, Beaumont, Texas 77701DATE OF CONTRACT: November 13, 2017

Upon receipt of the final payment and in consideration of that amount, the undersigned does hereby release the Owner and its agents from any and all claims arising under or by virtue of this Contract or modification thereof occurring from the undersigned's performance in connection with the

Taxiway D Reconstruction from Ware Ramp to Taxiway 'F' at Jack Brooks Regional Airport

project.

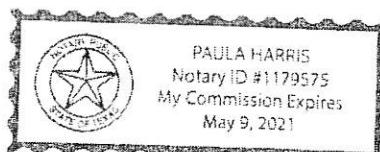
Contractor's Signature

Asst. Secretary

Title

Subscribed and sworn to before me this 5 day of October, 2020.

Notary Public



My Commission Expires:

May 9, 2021



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

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

CERTIFICATE OF CONSTRUCTION COMPLETION

October 23, 2020

Gulf Coast (a CRH Company)
P.O. Box 20779
Beaumont, TX 77720
Attention: Mr. Scott Blanchard

Re: (IFB 17-024/JW) Taxiway D (Phase IV) at Jack Brooks Regional Airport

Dear Mr. Blanchard:

Enclosed is your copy of the executed Certificate of Substantial Construction Completion for the above-referenced project. This certificate was approved, executed, received and filed on Tuesday, October 20, 2020 by Jefferson County Commissioners' Court.

Jefferson County looks forward to a continued working relationship with your company. Please contact this office should you need any additional information.

Sincerely,

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

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

DC: jw

Enclosures

IFB 17-024 / JW

PO# 0700021

ATTEST
DATE

CERTIFICATE OF SUBSTANTIAL COMPLETION for

Project Title: Taxiway D (Phase IV) ReconstructionGarver Project Number: 18081500Owner/Funding Agency Number: 3-48-0018-034-2017Date of Substantial Completion: June 14, 2019CONTRACTOR:

Gulf Coast
PO Box 20779
Beaumont, TX 7720-0779

OWNER:

Jack Brooks Regional Airport
Jefferson County Texas
5000 Jerry Ware Drive, Suite 100
Beaumont, TX 77705

The Work performed under this Contract has been reviewed and found, to the Engineer's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as stated above, which is also the date of commencement of applicable warranties required by the Contract Documents, except as noted below:

1. None Noted

A list of items to be completed or corrected (Punch List) is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Garver

BY

6/25/19

DATE

The Contractor will complete or correct the Work on the Punch List attached hereto within 10 calendar days of the Date of Substantial Completion. Should the Contractor fail to complete or correct the work on the Punch List within this period, the Substantial Completion date is null and void and the Contract Time shall recommence.

Contractor:

BY

7/2/19

DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at June 22, 2019

Owner's
Representative:

BY

October 20, 2020

DATE

Attachment (Punch List) to Certificate of Substantial Completion for

Project Title: Taxiway D (Phase IV) Reconstruction

CONTRACT DOCUMENTS TO BE SUBMITTED BY CONTRACTOR TO ENGINEER	
1. Record drawings	
2. Release of Lien Letter	
3. Operating Manuals - to be submitted to Owner	
4. Final balancing change order and pay request.	
5.	
WORK ITEMS TO BE CORRECTED OR COMPLETED	
Item to be corrected or completed	
1. All of the pavement needs to be thoroughly cleaned and swept, barricades removed in preparation for opening.	
2. Correct/grind new PCC slab located near Station 125+60 right of centerline. Slab is more than $\frac{1}{4}$ " higher than the adjacent slab and created a hard bump/transition.	
3. Pavement Marking touchup/striping over entire project and correction of the marking beads in phase 2 area.	
4. Taxiway E and Taxiway D runway side regrade area to drain reseed disturbed areas after grading	
5. Regrade at Sign 14 Taxiway D at Taxiway F standing water around sign. Reseed after regrading	
6. Regrade turf north side of Taxiway D between Stations 118+00 to 120+00 to inlet, standing water in the area. Reseed area once regrading is complete.	
7. Grade swale adjacent to Taxiway F at Runway 34 end.	
8. Install FAA manhole extension, frame and lid. Reseed disturbed areas after installation.	
9. Touch up areas around edge lights that have settled. Reseed as needed.	
Contractor has indicated the FAA manhole is scheduled for delivery in August. Contractor would like to schedule the punch list work around the delivery of the manhole to complete in one closure of the taxiway during that time.	

Notice of Meeting and Agenda and Minutes
October 20, 2020

* 5. Consider and approve, execute, receive and file a Certificate of Completion for (IFB 17-024/JW), Taxiway D (Phase IV) at Jack Brooks Regional Airport with Texas Materials Group, Inc. d/b/a Gulf Coast, a CRH Company.

SEE ATTACHMENTS ON PAGES 12 - 13

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

6. Request approval to release retainage to Texas Materials Group, Inc. d/b/a Gulf Coast, a CRH Company for (IFB 17-024/JW), Taxiway D (Phase IV) at Jack Brooks Regional Airport in the amount of \$364,289.07, Final Payment Application No. 2000064489.

SEE ATTACHMENTS ON PAGES 14 - 18

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

7. Consider and approve, execute, receive and file an agreement renewal for (Agreement 17-034/JW) with Thomson Reuters for a West Complete Library subscription (Law Books & CDs) for the Jefferson County District Attorney's Office. This two-year agreement renewal (November 1, 2020 through October 31, 2022) for a cost of \$662.61 per month for the first renewal year, with an 8% increase for the second renewal year.

SEE ATTACHMENTS ON PAGES 19 - 21

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

ADDENDUMS



3795 W. Cardinal Dr Ste. 300 Beaumont, TX 77705



Proposal Prepared For:

City of Beaumont
PTP Link Hwy 73 - Beaumont North Tower

Item	Qty	Model Number	Description	Unit Price	Extended Total
1				\$	-
2	2	C050067H002B	PTP670 CONNECTORIZED 4.9 RADIOS	\$ 2,839.69	\$ 5,679.38
3	4	WRC600C-6MM	6 FOOT RF PIGTAILS	\$ 26.68	\$ 106.72
4	2	C000065L007B	LPU KITS	\$ 369.00	\$ 738.00
5	2	HPD2-5WNS	2 FT HIGH PERFORMANCE 4.9 GHZ DUAL POLARITY DIS	\$ 843.64	\$ 1,687.28
6	1	C000065L008A	CAM PTP650 SGLMODE OPTICAL INTERFACE	\$ 271.40	\$ 271.40
7	1	Network Cable	SHIELDED OUTDOOR CAT5 AND CONNECTORS	\$ 350.00	\$ 350.00
8	1	Freight	Freight - Equipment & Hardware	\$ 1,500.00	\$ 1,500.00
9	1	Install	Remove Existing PTP Hop and Install/Align New PTP Hop	\$ 6,250.00	\$ 7,450.00
10	1	Engineering	Link Engineering	\$ 920.00	\$ 1,420.00
11	1	Install	On-site Technician and Configuration	\$ 920.00	\$ 1,420.00
12				\$	-
13				\$	-
14				\$	-
15				\$	-
16				\$	-
17				\$	-
18			Ground per R56 Standards	\$	-
19				\$	-
20				\$	-
21			H-GAC Contract RA05-18	\$	-
22				\$	-
				Subtotal	\$ 20,622.78
				H-GAC Fee Included	\$ 309.34
				Shipping	\$ -
				TAX	
				Grand Total	\$ 20,622.78

Notes:

Prepared By: Mike Wise

Mobile Number:

Pricing Good For:

30 Days

Today's Date: 12/14/2020

Delivered to: Terry LaFleur

Phone number: 409-880.3793

Email: Terry.Lafleur@BeaumontTexas.gov

We Appreciate Your Business!



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 22nd day of December, 2020, on motion made by Michael Sinegal, Commissioner of Precinct No. 3, and seconded by Eddie Arnold, Commissioner of Precinct No. 1, the following Resolution was adopted:

WHEREAS, ***Karl J. Holmes***, has devoted 38 years and 2 months of his life serving the people of Jefferson County with pride, dedication and professionalism; and

WHEREAS, ***Karl J. Holmes***, began his career on October 8, 1982 as a jailer with the Jefferson County Sheriff Department; and

WHEREAS, due to his knowledge in law enforcement and hard work, ***Karl J. Holmes*** advanced his career in law enforcement on October 14, 1990 by accepting the position of Deputy Constable with Jefferson County Constable Precinct 1, under the tenure of Constable Charles H. Conn; and

WHEREAS, due to his gift to lead and supervise, ***Karl J. Holmes*** was offered to serve as Chief Deputy Constable Precinct 6 on January 1, 1997 under the leadership of Constable Joe "QB" Stevenson and continued to display exemplary leadership under the term of Constable Dana A. Baker, Sr.; and

WHEREAS, ***Karl J. Holmes***, has dedicated his talents and wisdom as Chief Deputy Constable in the civil division for the Jefferson County Constable's Office and is known for his service to Jefferson County, the Deputy Constables and as a member on numerous boards with Jefferson County; and

WHEREAS, ***Karl J. Holmes***, served as President of the Jefferson County Deputy Constable Association and fought for the rights for the officers to validate and confirm their service as certified Peace Officers and was the inspiration and guiding force behind the Supreme Court of Texas decision; and

WHEREAS, ***Karl J. Holmes***, is also a member of Kappa Alpha Psi Fraternity, Inc. where he volunteers in the community and has served as President of the Beaumont Alumni Chapter and as an administrative and certified assistant for 13 chapters in Southeast Texas for Kappa Alpha Psi Fraternity, Inc.; and

WHEREAS, through good nature, hard work, unconditional dedication and commitment to excellence, ***Karl J. Holmes***, has earned the respect of his colleagues, elected officials, county employees and the citizens of Jefferson County; and

WHEREAS, having made a significant contribution to the Jefferson County Constable's Office, ***Karl J. Holmes***, is recognized as a person of unity in the work place and in the community with incredible patience and admirable kindness along with his expertise and knowledge of law enforcement and for his unselfish devotion to the common good and welfare of the citizens of Jefferson County

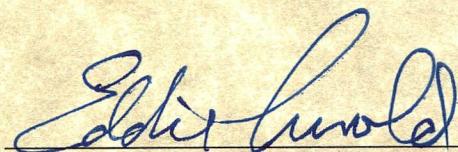
WHEREAS, as ***Karl J. Holmes*** embarks on retirement after this distinguished career, Jefferson County salutes him for a stellar career in law enforcement and his contribution to our county.

NOW THEREFORE, BE IT RESOLVED that the Jefferson County Commissioners Court does hereby honor and commend ***Karl J. Holmes***, for his dedicated service as a valuable employee of Jefferson County and wishes him well in his retirement.

SIGNED this 22nd day of December, 2020.

//ABSENT

JUDGE JEFF R. BRANICK
County Judge



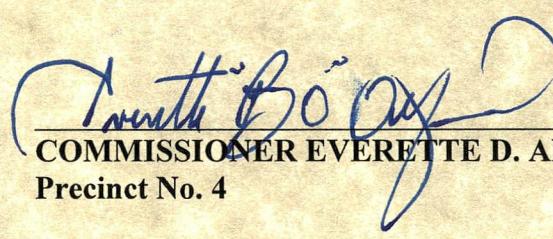
COMMISSIONER EDDIE ARNOLD
Precinct No. 1



COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

//ABSENT

COMMISSIONER BRENT A. WEAVER
Precinct No. 2



COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



4th AMENDMENT TO RENTAL AGREEMENT

THIS FORTH AMENDMENT RENTAL AGREEMENT (the "Forth Amendment"), is made and entered into effective this 15th day of December, 2020, by and between Jefferson County, ("Lessor") and Golden Pass LNG Terminal LLC (GPP) ("Lessee").

RECITALS

Whereas Golden Pass Products LLC ("GPP") merged with and into Lessee (being the successor-in-interest to all of GPP's assets) effective January 31, 2019;

Whereas on March 21, 2016, Lessor and Lessee entered into that certain Terminal Lease Agreement (the "Lease Agreement"), whereby Lessee leased 16,480 square feet of terminal shell space from Lessor as shown in the attached lease;

Whereas on February 12, 2018, Lessee and Lessor entered into that certain First Amendment to the Rental Agreement, whereby they amended the lease term to extend the initial lease term to December 31, 2018;

Whereas on March 4, 2019, Golden Pass Products LLC and Jefferson County amended the lease term, the 2nd Amendment, to extend the initial lease term to December 31, 2019; and

Whereas on December 3, 2019, Golden Pass Products LLC and Jefferson County amended the lease term, the 3rd Amendment, to extend the initial lease term to December 31, 2020; and

Whereas the parties desire to amend the term of the Lease Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

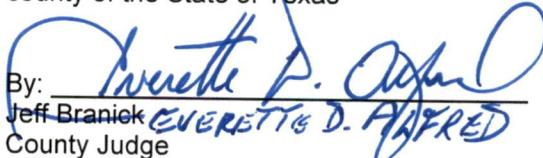
Section 4 of the Lease Agreement is hereby amended in its entirety to read as follows:

4. **TERM.** The initial term of the Lease Agreement shall begin retroactively on January 01, 2016 (the "Commencement Date") and terminate without further notice on **December 31, 2021** unless sooner terminated as provided herein unless extended by mutual agreement of the parties under Section 5 of this Lease Agreement (the "Termination Date").

IN WITNESS WHEREOF, Lessor has executed and delivered this Third Amendment as of the date first mentioned above.

LESSOR:

JEFFERSON COUNTY, TEXAS, a subdivision and county of the State of Texas

By: 
Jeff Branick **EVERETTE D. ADERED**
County Judge

Lessee hereby executes the foregoing amendment for the purpose of binding itself to the terms of this Amendment and to the herein referenced lease.

LESSEE:

Signed: _____
[Authorized Rep Name, Title / Department]
Golden Pass LNG Terminal LLC

TO: FRAN LEE
FROM: D'ANGELO THIBODEAUX/JUDGE MITCH TEMPLETON
DATE: DECEMBER 8, 2020
RE: BUDGET TRANSFER FOR O'CONNOR'S BOOK ORDER

I need to make a budget transfer from Travel 120-2036-412-5062 to Books 120-2036-412-3010 in the amount of \$1,130.35 to order up-to-date O'Connor's Books.

Thank you for your attention to this matter.



A handwritten signature in black ink, appearing to read "Mitch Templeton".

Judge Mitch Templeton

STATE OF TEXAS

COUNTY OF JEFFERSON

ORDER

BE IT REMEMBERED that on this day came to be heard the application of PATRICK SWAIN for consideration to be appointed County Auditor in and for Jefferson County, Texas, for the term of two (2) years beginning January 1, 2021 and ending December 31, 2022.

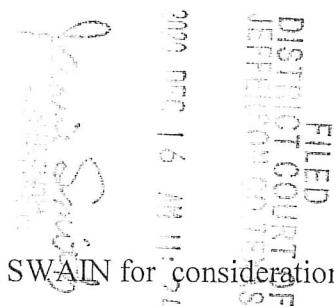
And it appearing to a majority of the District Judges of Jefferson County, Texas, that the applicant is in every way qualified under the provisions of Section 84.006, Local Government Code of the State of Texas, to fill the above mentioned office of County Auditor for Jefferson County, Texas, accordingly, it is

ORDERED that PATRICK SWAIN is hereby appointed County Auditor for Jefferson County, Texas for the term of two (2) years beginning January 1, 2021 and ending December 31, 2022. It is further

ORDERED that PATRICK SWAIN shall receive as compensation for his services an annual salary of \$136,315.09 annual automobile allowance of \$6,840.00, annual cell phone allowance of \$900.00 and such other compensation and allowances as may be duly authorized by the District Judges of Jefferson County and included in the County's annual budget, each to be paid from the County's General Fund. It is further

ORDERED that PATRICK SWAIN within twenty (20) days, and prior to entering upon the duties of his office shall make surety bond in the sum of Five Thousand (\$5,000.00) Dollars, payable to the District Judges of Jefferson County, Texas, conditioned upon the faithful performance of his duties as County Auditor for Jefferson County, Texas, the same being in compliance with Section 84.007, Local Government Code of the State of Texas. It is further

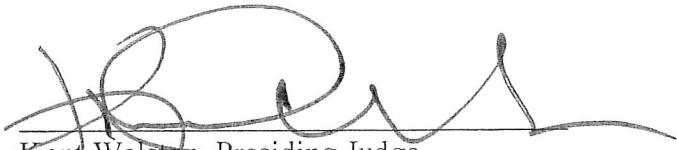
ORDERED that the District Clerk of Jefferson County, Texas is hereby directed to record this Order in the minutes of the several Districts of this County, and the said Clerk thereof shall certify the same for observance to the Commissioners' Court of Jefferson County, Texas which shall cause the same to be recorded in its minutes.



ORDER CONTINUED:

PAGE 2

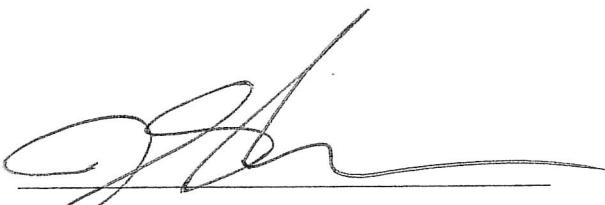
SIGNED, ORDERED AND RENDERED THIS 16th DAY OF DECEMBER 2020.



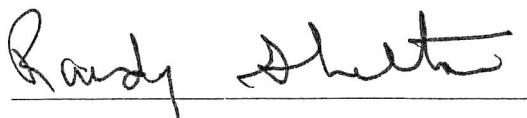
Kent Walston, Presiding Judge
58th District Court



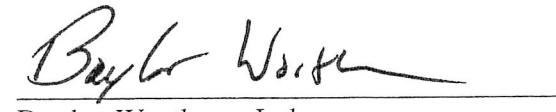
Raquel West, Judge
252nd District Court



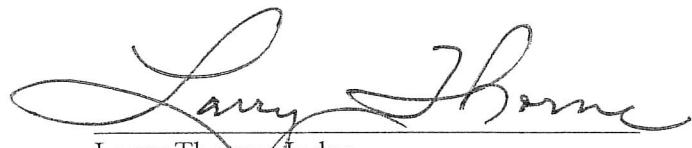
Justin Sanderson, Judge
60th District Court



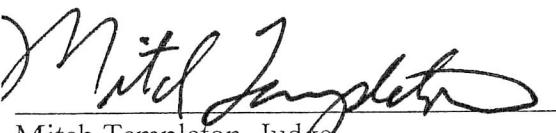
Randy Shelton, Judge
279th District Court



Baylor Wortham, Judge
136th District Court



Larry Thorne, Judge
317th District Court



Mitch Templeton, Judge
172nd District Court



John Stevens, Judge
Criminal District Court

Jefferson County



Precinct Four

Everette "Bo" Alfred
Commissioner

P.O. Box 4025
Beaumont, Texas 77704-4025
409-835-8443 phone
www.co.jefferson.tx.us/prct4/index.html

MEMO

TO: Ms. Fran Lee, Auditing
FROM: Commissioner Everette Alfred
DATE: December 7, 2020
RE: Transfer Funds – Out of Series

Please transfer the following into account # 114-0405-431.40-18 (Road Machinery)

- **\$16,000** from account # 114-0402-431.30-79 (Crushed Stone) for additional cost of equipment repairs.

Thank you.

EA/nr

NAME

AMOUNT

CHECK NO.

TOTAL

ROAD & BRIDGE PCT.#1

ENTERGY REPUBLIC SERVICES	93.63	478163
	38.00	478279

131.63**

ROAD & BRIDGE PCT.#2

AUDILET TRACTOR SALES	140.20	478140
DYNAMIC POWER SYSTEM, INC.	1,089.97	478150
EASTEX RUBBER & GASKET	44.68	478152
THE MUFFLER SHOP	7.00	478173
MUNRO'S	40.00	478174
SMART'S TRUCK & TRAILER, INC.	44.74	478188
S.E. TEXAS BUILDING SERVICE	346.66	478189
PATHMARK TRAFFIC PRODUCTS OF TEXAS	2,961.85	478230
BUMPER TO BUMPER	95.24	478234
NEW WAVE WELDING TECHNOLOGY	7.50	478243
INTERSTATE ALL BATTERY CENTER - BMT	165.30	478247
PRO CHEM INC	194.82	478260
ASCO	230.16	478265
REPUBLIC SERVICES	76.25	478279

5,444.37**

ROAD & BRIDGE PCT. # 3

BRIGGS EQUIPMENT	184.20	478134
BEAUMONT TRACTOR COMPANY	321.63	478143
CITY OF PORT ARTHUR - WATER DEPT.	38.00	478146
RB EVERETT & COMPANY, INC.	2,550.93	478154
FARM & HOME SUPPLY	81.16	478155
GULF COAST AUTOMOTIVE, INC.	37.49	478162
ENTERGY	27.90	478163
MUNRO'S	23.85	478174
PHILPOTT MOTORS, INC.	6.70	478177
LOWE'S HOME CENTERS, INC.	498.44	478227
TEXAS GAS SERVICE	125.78	478229
CENTERPOINT ENERGY RESOURCES CORP	36.88	478235
ASCO	1,447.01	478265
REPUBLIC SERVICES	38.00	478279
C & I OIL OF BEAUMONT LP	3,746.97	478295

9,164.94**

ROAD & BRIDGE PCT.#4

SPIDLE & SPIDLE	3,854.82	478135
BEAUMONT TRACTOR COMPANY	1,402.49	478143
T. JOHNSON INDUSTRIES, INC.	45.00	478168
M&D SUPPLY	405.27	478171
MUNRO'S	81.59	478174
SOUTHEAST TEXAS WATER	45.95	478190
AT&T	83.90	478193
UNITED STATES POSTAL SERVICE	8.20	478218
LIBERTY TIRE RECYCLING LLC	851.40	478246
COPE'S TRAILERS	124.90	478278
REPUBLIC SERVICES	133.50	478279
IMAGE 360 BEAUMONT	85.20	478288
WC TRACTOR - BEAUMONT	826.82	478291
GULF COAST	110.49	478294

8,059.53**

ENGINEERING FUND

VERIZON WIRELESS	201.05	478214
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201.05**

PARKS & RECREATION

BELL FENCE MFG. CO.	77.00	478144
CITY OF PORT ARTHUR - WATER DEPT.	64.00	478146
RITTER @ HOME	37.90	478182
LOWE'S HOME CENTERS, INC.	54.36	478227
SPRINT WASTE SERVICES LP	558.00	478270

791.26**

GENERAL FUND

NAME	AMOUNT	CHECK NO.	TOTAL
JEFFERSON CTY. CLERK	1,544.16	478132	1,544.16*
TAX OFFICE			
BEAUMONT ENTERPRISE	3,730.65	478153	
FAST SIGNS, INC.	175.00	478156	
OFFICE DEPOT	884.98	478176	
PITNEY BOWES, INC.	2,669.50	478178	
ACE IMAGEWEAR	23.90	478187	
TRIANGLE COMPUTER & TELEPHONE	64.00	478199	
UNITED STATES POSTAL SERVICE	1,451.68	478218	
ATTABOY TERMITE & PEST CONTROL	41.22	478248	
COUNTY HUMAN RESOURCES			9,040.93*
UNITED STATES POSTAL SERVICE	.84	478218	.84*
AUDITOR'S OFFICE			
UNITED STATES POSTAL SERVICE	15.89	478218	15.89*
COUNTY CLERK			
OFFICE DEPOT	118.99	478176	
SANITARY SUPPLY, INC.	33.80	478185	
TAC - TEXAS ASSN. OF COUNTIES	50.00	478194	
UNITED STATES POSTAL SERVICE	166.25	478218	
RICOH USA INC	381.23	478262	
COUNTY JUDGE			750.27*
OFFICE DEPOT	162.00	478176	
UNITED STATES POSTAL SERVICE	3.42	478218	
RICHARD N EVANS II	500.00	478245	
JAN GIROUARD & ASSOCIATES LLC	200.00	478281	
THE MAYO LAW FIRM PLLC	500.00	478282	
RISK MANAGEMENT			1,365.42*
UNITED STATES POSTAL SERVICE	4.12	478218	4.12*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	64.03	478218	64.03*
PURCHASING DEPARTMENT			
UNITED STATES POSTAL SERVICE	1.34	478218	1.34*
GENERAL SERVICES			
B&L MAIL PRESORT SERVICE	1,054.27	478141	
SPINDLETOP MHMR	34,666.91	478170	
TEXAS WORKFORCE COMMISSION	4,327.97	478198	
TRIANGLE COMPUTER & TELEPHONE	25.00	478199	
ADVANCED STAFFING	97.50	478203	
TOWER COMMUNICATIONS, INC.	2,517.00	478216	
ERS - TEXAS SOCIAL SECURITY PROGRAM	35.00	478231	
LJA ENGINEERING INC	753.50	478258	
DATA PROCESSING			43,477.15*
DELL MARKETING L.P.	2,042.38	478148	
SHI GOVERNMENT SOLUTIONS, INC.	359.37	478223	
VOTERS REGISTRATION DEPT			2,401.75*
ADVANCED STAFFING	624.00	478203	
UNITED STATES POSTAL SERVICE	606.74	478218	
DISTRICT ATTORNEY			1,230.74*
TDCAA BOOK ORDERS	54.00	478195	

NAME	AMOUNT	CHECK NO.	
UNITED STATES POSTAL SERVICE	115.09	478218	169.09*
DISTRICT CLERK			
OFFICE DEPOT	434.34	478176	
UNITED STATES POSTAL SERVICE	112.49	478218	
RICOH USA INC	16.20	478262	
CRIMINAL DISTRICT COURT			563.03*
OFFICE DEPOT	16.95	478176	
NATHAN REYNOLDS, JR.	600.00	478181	
UNITED STATES POSTAL SERVICE	12.64	478218	
JASON ROBERT NICKS	800.00	478249	
M.K. HAMZA, PHD, P.A.	1,200.00	478263	
THE SAMUEL FIRM, PLLC	900.00	478292	
58TH DISTRICT COURT			3,529.59*
OFFICE DEPOT	107.93	478176	
UNITED STATES POSTAL SERVICE	18.62	478218	
60TH DISTRICT COURT			126.55*
SIERRA SPRING WATER CO. - BT	21.73	478220	
136TH DISTRICT COURT			21.73*
UNITED STATES POSTAL SERVICE	.50	478218	
252ND DISTRICT COURT			.50*
EDWARD B. GRIPON, M.D., P.A.	595.00	478161	
PROVOST & UMPHREY LAW FIRM, L.L.P.	1,805.00	478180	
UNITED STATES POSTAL SERVICE	55.40	478218	
279TH DISTRICT COURT			2,455.40*
NATHAN REYNOLDS, JR.	300.00	478181	
CHARLES ROJAS	100.00	478206	
TONYA CONNELL TOUPS	600.00	478241	
P DEAN BRINKLEY	890.00	478252	
JONATHAN L. STOVALL	100.00	478254	
ALICIA K HALL PLLC	600.00	478302	
317TH DISTRICT COURT			2,590.00*
ALLEN PARKER	600.00	478250	
WILLIAM FORD DISHMAN	500.00	478267	
BRYAN E MCEACHERN PC	500.00	478268	
PATRICIA VELASCO	2,465.42	478280	
JUSTICE COURT-PCT 1 PL 1			4,065.42*
UNITED STATES POSTAL SERVICE	73.33	478218	
JUSTICE COURT-PCT 4			73.33*
OFFICE DEPOT	535.35	478176	
AT&T	83.90	478192	
JUSTICE COURT-PCT 6			619.25*
UNITED STATES POSTAL SERVICE	20.79	478218	
SIERRA SPRING WATER CO. - BT	28.72	478222	
COUNTY COURT AT LAW NO.1			49.51*
UNITED STATES POSTAL SERVICE	.42	478218	
SIERRA SPRING WATER CO. - BT	54.73	478221	
LAWYERS DIARY AND MANUAL LLC	92.00	478273	
COUNTY COURT AT LAW NO. 2			147.15*

NAME	AMOUNT	CHECK NO.	TOTAL
DONALD BOUDREAUX	250.00	478145	
DONALD W. DUESLER & ASSOC.	250.00	478149	
UNITED STATES POSTAL SERVICE	1.42	478218	
TURK LAW FIRM	250.00	478264	
COURT MASTER			751.42*
UNITED STATES POSTAL SERVICE			
THOMSON REUTERS-WEST	50	478218	
	293.00	478266	
MEDIATION CENTER			293.50*
UNITED STATES POSTAL SERVICE	.84	478218	
COMMUNITY SUPERVISION			.84*
SHI GOVERNMENT SOLUTIONS, INC.	527.16	478223	
SHERIFF'S DEPARTMENT			527.16*
CITY OF NEDERLAND	29.53	478147	
FED EX	24.04	478157	
FED EX	4.01	478158	
KIRKSEY'S SPRINT PRINTING	24.95	478169	
SAM'S WESTERN WEAR, INC.	279.04	478184	
TEXAS DISTRICT & COUNTY ATTY ASSN.	266.00	478197	
UNITED STATES POSTAL SERVICE	190.94	478218	
BEAUMONT OCCUPATIONAL SERVICE, INC.	69.90	478225	
ACCESSDATA	1,259.44	478244	
BEST BUY BUSINESS ADVANTAGE ACCOUNT	1,062.03	478269	
TRANSUNION RISK AND ALTERNATIVE	575.00	478274	
GALLS LLC	1,465.00	478277	
REPUBLIC SERVICES	38.00	478279	
THE MONOGRAM SHOP	3.00	478283	
BECKER PRINT & MAIL	733.20	478285	
CRIME LABORATORY			6,024.08*
FED EX	22.31	478159	
IACT	50.00	478165	
OFFICE DEPOT	132.27	478176	
SOUTHEAST TEXAS WATER	49.95	478190	
SOUTHEAST TEXAS WATER	29.95	478191	
JAIL - NO. 2			284.48*
BOB BARKER CO., INC.	246.24	478142	
ECOLAB	284.95	478151	
W.W. GRAINGER, INC.	560.40	478160	
HYDRO-CLEAN SERVICES, INC.	1,660.00	478164	
JACK BROOKS REGIONAL AIRPORT	269.70	478166	
CASH ADVANCE ACCOUNT	212.43	478167	
M&D SUPPLY	235.32	478171	
SETZER HARDWARE, INC.	24.68	478186	
AT&T	1,402.42	478193	
WORTH HYDROCHEM	342.00	478202	
TRAILER HITCH DEPOT	120.00	478207	
TEXAS GAS SERVICE	655.48	478229	
EMERGENCY POWER SERVICE	1,719.00	478257	
THOMSON REUTERS-WEST	199.00	478266	
GALLS LLC	781.45	478277	
REPUBLIC SERVICES	4,924.10	478279	
CLEAR HANDBAGS & MORE	569.52	478290	
TRINITY SERVICES GROUP INC	44,364.28	478293	
RYAN MOLBERT	8.40	478304	
JUVENILE PROBATION DEPT.			58,579.37*
EDWARD B. GRIPON, M.D., P.A.	1,350.00	478161	
OFFICE DEPOT	105.51	478176	
UNITED STATES POSTAL SERVICE	3.35	478218	
LEXISNEXIS MATTHEW BENDER	422.00	478228	
JUVENILE DETENTION HOME			1,880.86*

NAME	AMOUNT	CHECK NO.	TOTAL
S.E. TEXAS BUILDING SERVICE	2,600.00	478189	
BEN E KEITH FOODS	2,638.66	478233	
ATTABOY TERMIT & PEST CONTROL	210.00	478248	
REPUBLIC SERVICES	476.00	478279	
VECTOR SECURITY	350.00	478284	
BIG THICKET PLUMBING INC	150.00	478287	
LA COSTA DENTAL OF PORT ARTHUR PA	70.00	478289	
			6,494.66*
CONSTABLE PCT 1			
UNITED STATES POSTAL SERVICE	60.43	478218	
CONSTABLE-PCT 2			60.43*
POSTMASTER	185.00	478179	
CONSTABLE-PCT 4			185.00*
AT&T	41.95	478192	
DISH NETWORK	67.63	478239	
CONSTABLE-PCT 6			109.58*
UNITED STATES POSTAL SERVICE	2.93	478218	
CONSTABLE PCT. 7			2.93*
KIRKSEY'S SPRINT PRINTING	24.95	478169	
CONSTABLE PCT. 8			24.95*
HIGGINBOTHAM INSURANCE AGENCY INC	71.00	478275	
AGRICULTURE EXTENSION SVC			71.00*
STARLA B. GARLICK	197.23	478133	
HEALTH AND WELFARE NO. 1			197.23*
UNITED STATES POSTAL SERVICE	63.84	478218	
AMERICAN MEDICAL ASSOCIATION	210.00	478242	
EZEA D EDE MD	3,245.08	478303	
HEALTH AND WELFARE NO. 2			3,518.92*
MCKESSON MEDICAL-SURGICAL INC	758.64	478205	
AMERICAN MEDICAL ASSOCIATION	210.00	478242	
EZEA D EDE MD	3,245.08	478303	
NURSE PRACTITIONER			4,213.72*
GEORGE V. ZUZUKIN, M.D.	1,000.00	478137	
SIERRA SPRING WATER CO. - BT	24.25	478219	
CHILD WELFARE UNIT			1,024.25*
J.C. PENNEY'S	2,571.81	478226	
ROSS DRESS FOR LESS, INC.	1,901.66	478238	
INDIGENT MEDICAL SERVICES			4,473.47*
KING'S PHARMACY BEAUMONT	750.63	478256	
MAINTENANCE-BEAUMONT			750.63*
CITY OF BEAUMONT - LANDFILL	247.50	478139	
W.W. GRAINGER, INC.	2,646.42	478160	
M&D SUPPLY	258.40	478171	
MCCOWN PAINT & SUPPLY OF TEXAS	594.08	478172	
RALPH'S INDUSTRIAL ELECTRONICS	132.84	478183	
ACE IMAGEWEAR	199.22	478187	
AT&T	72.74	478192	
REPUBLIC SERVICES	1,428.00	478279	
MAINTENANCE-PORT ARTHUR			5,579.20*

NAME	AMOUNT	CHECK NO.	TOTAL
JOHNSTONE SUPPLY	241.15	478136	
S.E. TEXAS BUILDING SERVICE	8,894.98	478189	
HOWARD'S AUTO SUPPLY	47.59	478204	
SOLAR	51.29	478224	
UNITED RENTALS	599.29	478237	
PARKER LUMBER	31.99	478251	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	75.90	478276	
MAINTENANCE-MID COUNTY			9,942.19*
SANITARY SUPPLY, INC.	125.00	478185	
ACE IMAGEWEAR	71.54	478187	
S.E. TEXAS BUILDING SERVICE	4,008.33	478189	
LOWE'S HOME CENTERS, INC.	155.46	478227	
A1 FILTER SERVICE COMPANY	99.50	478255	
REPUBLIC SERVICES	76.25	478279	
SERVICE CENTER			4,536.08*
JEFFERSON CTY. TAX OFFICE	7.50	478209	
JEFFERSON CTY. TAX OFFICE	7.50	478210	
JEFFERSON CTY. TAX OFFICE	7.50	478211	
JEFFERSON CTY. TAX OFFICE	7.50	478212	
JEFFERSON CTY. TAX OFFICE	7.50	478213	
REPUBLIC SERVICES	76.25	478279	
VETERANS SERVICE			113.75*
UNITED STATES POSTAL SERVICE	20.41	478218	
MOSQUITO CONTROL FUND			20.41*
MUNRO'S	86.09	478174	
TEXAS WORKFORCE COMMISSION	4.48	478198	
REPUBLIC SERVICES	76.25	478279	
FEMA EMERGENCY			166.82**
ULINE SHIPPING SUPPLY SPECIALI	6,620.18	478200	
GOPHER INDUSTRIAL INC	1,449.25	478296	
JORDYN ROBERTS	420.00	478297	
TAMMY LYN SAIN	157.50	478298	
BREATH ALCOHOL TESTING			8,646.93**
IACT	100.00	478165	
J.C. FAMILY TREATMENT			100.00**
PATRICIA VELASCO	40.00	478280	
MARY BEVIL	20.00	478300	
LAW LIBRARY FUND			60.00**
THOMSON REUTERS-WEST	411.64	478266	
GRANT A STATE AID			411.64**
BI INCORPORATED	6,144.60	478208	
TCSI, LLC	2,184.57	478299	
COMMUNITY SUPERVISION FND			8,329.17**
OFFICE DEPOT	494.51	478176	
TIME WARNER COMMUNICATIONS	116.33	478196	
UNITED STATES POSTAL SERVICE	115.37	478218	
JCCSC	1,100.00	478253	
JEFF. CO. WOMEN'S CENTER			1,826.21**
OFFICE DEPOT	157.13	478176	
AT&T	149.06	478192	

NAME	AMOUNT	CHECK NO.	TOTAL
BURT WALKER PARTNERS, LTD	4,500.00	478201	
BEN E KEITH FOODS	1,249.72	478232	
ATTABOY TERMITES & PEST CONTROL	25.00	478248	
SAM'S CLUB DIRECT	208.42	478261	
WASTEWATER TRANSPORT SERVICES LLC	248.00	478272	
REPUBLIC SERVICES	95.25	478279	
			6,632.58**
HOTEL OCCUPANCY TAX FUND			
THERMACON SERVICE	1,293.76	478138	
TEXAS WORKFORCE COMMISSION	415.63	478198	
DISH NETWORK	138.64	478240	
BEST BUY BUSINESS ADVANTAGE ACCOUNT	278.78	478269	
REPUBLIC SERVICES	76.25	478279	
			2,203.06**
CAPITAL PROJECTS FUND			
TRIANGLE COMPUTER & TELEPHONE	4,700.00	478199	
AIRPORT FUND			4,700.00**
TEXAS WORKFORCE COMMISSION	23.31	478198	
UNITED STATES POSTAL SERVICE	42	478218	
REPUBLIC SERVICES	305.00	478279	
			282.11**
SE TX EMP. BENEFIT POOL			
EXPRESS SCRIPTS INC	115,421.41	478286	
SETEC FUND			115,421.41**
INDUSTRIAL & COMMERCIAL MECHANICAL			
REPUBLIC SERVICES	1,652.00	478259	
	2,281.33	478279	
			3,933.33**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	1,483.14	478236	
GLO DISASTER RECOVERY			1,483.14**
GRIFFITH MOSELEY JOHNSON & ASSOCIAT	25,409.70	478271	
MARINE DIVISION			25,409.70**
VERIZON WIRELESS	531.86	478215	
SHERIFF - COMMISSARY			531.86**
NOBLE MEDICAL INC	8,514.59	478301	
			8,514.59**
			396,412.63***

NAME

AMOUNT CHECK NO. TOTAL

ROAD & BRIDGE PCT.#1

ENTERGY	537.04	477924
UNITED STATES POSTAL SERVICE	2.10	478004

539.14**

ROAD & BRIDGE PCT.#2

CHEMAX CORP.	479.70	477908
ENTERGY	473.26	477924
MUNRO'S	40.00	477941
PHILPOTT MOTORS, INC.	310.36	477946
AT&T	104.85	477963
W. JEFFERSON COUNTY M.W.D.	27.67	477980
BUMPER TO BUMPER	47.23	478025
KNIFE RIVER	2,260.30	478039
ACT PIPE AND SUPPLY	1,066.40	478049
CY-FAIR TIRE	405.00	478115

5,214.77**

ROAD & BRIDGE PCT. # 3

ADAMS BACKHOE SERVICE	603.00	477895
CITY OF PORT ARTHUR - WATER DEPT.	38.00	477910
FARM & HOME SUPPLY	15.89	477920
MUNRO'S	47.70	477941
WALMART COMMUNITY BRC	297.40	478002
WESTEND HARDWARE CO	28.12	478010
LOWE'S HOME CENTERS, INC.	230.80	478011
VULCAN INC	2,408.00	478016
WINDSTREAM	43.30	478033
NORTHERN TOOL AND EQUIPMENT	56.93	478065
RC SERVICE	105.78	478075
O'REILLY AUTO PARTS	86.00	478106
C & I OIL OF BEAUMONT LP	4,122.37	478121

8,083.29**

ROAD & BRIDGE PCT.#4

RB EVERETT & COMPANY, INC.	489.42	477919
ENTERGY	17.52	477924
MUNRO'S	160.02	477941
SMART'S TRUCK & TRAILER, INC.	397.14	477957
TRANTEX, INC.	1,051.18	477990
UNITED STATES POSTAL SERVICE	3.95	478004
HLAVINKA EQUIPMENT COMPANY	16,166.06	478040
O'REILLY AUTO PARTS	630.40	478106
WC TRACTOR - BEAUMONT	387.72	478109
GULF COAST	367.00	478117

19,670.41**

ENGINEERING FUND

ESRI - ENVIRONMENTAL SYSTEMS	2,113.74	477894
PARKS & RECREATION		2,113.74**

ENTERGY	1,386.54	477924
CASH ADVANCE ACCOUNT	3,084.90	477932
AT&T	30.97	477963
WESTEND HARDWARE CO	21.89	478010
LOWE'S HOME CENTERS, INC.	91.13	478011
VULCAN INC	745.60	478016

5,361.03**

GENERAL FUND

ORANGE COUNTY CLERK	286.00	478130
ORANGE COUNTY CONSTABLE	1,375.00	478131
TAX OFFICE		1,661.00*
DELL MARKETING L.P.	1,669.58	477913
OFFICE DEPOT	744.93	477944
ACE IMAGEWEAR	23.90	477955
SOUTHEAST TEXAS WATER	271.50	477962

NAME	AMOUNT	CHECK NO.	TOTAL
AT&T	116.85	477963	
UNITED STATES POSTAL SERVICE	809.65	478004	
UNITED STATES POSTAL SERVICE	23.35	478005	
JEFFERSON COUNTY CREDIT CARDS	341.26	478061	
NEMO-Q	21,366.00	478081	
REXEL USA INC	83.91	478105	
			25,450.93*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	2.50	478004	
JEFFERSON COUNTY CREDIT CARDS	438.00	478061	
			440.50*
AUDITOR'S OFFICE			
OFFICE DEPOT	100.39	477944	
SOUTHEAST TEXAS WATER	29.95	477961	
TAC - TEXAS ASSN. OF COUNTIES	415.00	477966	
UNITED STATES POSTAL SERVICE	1.42	478004	
SUPERION LLC	58,099.74	478119	
			58,646.50*
COUNTY CLERK			
UNITED STATES POSTAL SERVICE	168.04	478004	
UNITED STATES POSTAL SERVICE	47.10	478005	
			215.14*
COUNTY JUDGE			
JOHN E MACEY ATTORNEY AT LAW PLLC	500.00	477937	
ANITA F. PROVO	500.00	477949	
UNITED STATES POSTAL SERVICE	2.22	478004	
ROCKY LAUDERMILK	1,350.00	478012	
THE YOES LAW FIRM, LLP	500.00	478029	
GRACE NICHOLS	450.00	478050	
KATY LEIGH DELAHOUSSAYE	500.00	478052	
LEXISNEXIS- ACCURINT	93.73	478054	
JERRY JOHN BRAGG	500.00	478055	
HARVEY L WARREN III	2,750.00	478057	
JAN GIROUARD & ASSOCIATES LLC	200.00	478097	
			7,345.95*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	9.87	478004	
			9.87*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	148.15	478004	
			148.15*
PURCHASING DEPARTMENT			
BEAUMONT ENTERPRISE	2,309.02	477917	
PORT ARTHUR NEWS, INC.	1,628.20	477948	
UNITED STATES POSTAL SERVICE	85.06	478004	
			4,022.28*
GENERAL SERVICES			
JEFFERSON CTY. APPRAISAL DISTRICT	231,304.13	477931	
CASH ADVANCE ACCOUNT	60.00	477932	
TIME WARNER COMMUNICATIONS	2,442.76	477969	
TEXAS WILDLIFE DAMAGE MGMT FUND	2,700.00	477972	
TRI-CITY COFFEE SERVICE	151.65	477976	
HOBBY LOBBY	621.41	477983	
ADVANCED STAFFING	58.50	477986	
VERIZON WIRELESS	303.92	478000	
RR DONNELLEY	906.51	478095	
			238,548.88*
DATA PROCESSING			
DELL MARKETING L.P.	1,647.00	477913	
OFFICE DEPOT	76.15	477944	
PITNEY BOWES, INC.	2,500.00	477947	
CDW COMPUTER CENTERS, INC.	652.31	477989	
TODD L. FREDERICK	763.60	478008	
SIRIUS COMPUTER SOLUTIONS INC.	2,815.56	478015	

NAME	AMOUNT	CHECK NO.	TOTAL
MICHAEL BAIN	280.60	478037	
MICRO FOCUS (US), INC.	2,105.73	478047	
JEFFERSON COUNTY CREDIT CARDS	162.98	478061	
VOTERS REGISTRATION DEPT			11,003.93*
UNITED STATES POSTAL SERVICE			
AMG PRINTING & MAILING LLC	161.53	478004	
	2,676.73	478103	
DISTRICT ATTORNEY			2,838.26*
OFFICE DEPOT	655.69	477944	
UNITED STATES POSTAL SERVICE	137.73	478004	
TRANSUNION RISK AND ALTERNATIVE	160.00	478089	
DISTRICT CLERK			953.42*
OFFICE DEPOT	327.96	477944	
SANITARY SUPPLY, INC.	269.12	477953	
TAC - TEXAS ASSN. OF COUNTIES	175.00	477967	
UNITED STATES POSTAL SERVICE	99.82	478004	
CRIMINAL DISTRICT COURT			871.90*
DAVID GROVE	8,750.00	477898	
DAVID W BARLOW	4,375.00	477901	
DONALD W. DUESLER & ASSOC.	8,750.00	477915	
MARSHA NORMAND	8,750.00	477942	
KEVIN PAULA SEKALY PC	8,750.00	477954	
KEVIN S. LAINE	2,437.50	477987	
60TH DISTRICT COURT			41,812.50*
ACCO BRANDS DIRECT	85.22	478079	
136TH DISTRICT COURT			85.22*
UNITED STATES POSTAL SERVICE			
LEXIS-NEXIS	1.95	478004	
THOMSON REUTERS-WEST	152.00	478006	
SWEET SOUTHERN SOUND	45.36	478077	
	2,080.00	478082	
172ND DISTRICT COURT			2,279.31*
UNITED STATES POSTAL SERVICE	46.15	478004	
252ND DISTRICT COURT			46.15*
DAVID W BARLOW	5,275.00	477901	
MIKE VAN ZANDT	8,750.00	477978	
KEVIN S. LAINE	2,437.50	477987	
CHARLES ROJAS	8,750.00	477992	
UNITED STATES POSTAL SERVICE	.42	478004	
ALLEN PARKER	8,750.00	478056	
BRITTANIE HOLMES	8,750.00	478071	
M.K. HAMZA, PHD, P.A.	2,400.00	478072	
THOMAS WILLIAM KELLEY	900.00	478111	
279TH DISTRICT COURT			46,012.92*
CHARLES ROJAS	100.00	477992	
LANGSTON ADAMS	375.00	478014	
MATUSKA LAW FIRM	525.00	478086	
LAW OFFICE OF J SCOTT FREDERICK	200.00	478092	
ALICIA K HALL PLLC	200.00	478127	
317TH DISTRICT COURT			1,400.00*
TRACEY D. BURK	214.95	477905	
GLEN M. CROCKER	700.00	478009	
LANGSTON ADAMS	225.00	478014	
JOEL WEBB VAZQUEZ	150.00	478024	
MATUSKA LAW FIRM	350.00	478086	

NAME	AMOUNT	CHECK NO.	TOTAL
PATRICIA VELASCO ALICIA K HALL PLLC	2,465.42 200.00	478096 478127	4,305.37*
JUSTICE COURT-PCT 1 PL 1			
KIRKSEY'S SPRINT PRINTING UNITED STATES POSTAL SERVICE LEXISNEXIS- ACCURINT JEFFERSON COUNTY CREDIT CARDS	140.08 40.65 93.73 499.00	477935 478004 478054 478061	773.46*
JUSTICE COURT-PCT 1 PL 2			
LEXISNEXIS- ACCURINT JEFFERSON COUNTY CREDIT CARDS	93.73 494.97	478054 478061	588.70*
JUSTICE COURT-PCT 4			
MCNEILL INSURANCE AGENCY	71.00	477939	71.00*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE LEXISNEXIS- ACCURINT	17.32 93.73	478004 478054	111.05*
JUSTICE COURT-PCT 7			
LEXISNEXIS- ACCURINT	93.73	478054	93.73*
JUSTICE OF PEACE PCT. 8			
OFFICE DEPOT UNITED STATES POSTAL SERVICE LEXISNEXIS- ACCURINT	388.64 85.90 93.73	477944 478005 478054	568.27*
COUNTY COURT AT LAW NO.1			
OFFICE DEPOT JEFFERSON COUNTY CREDIT CARDS	41.35 70.51	477944 478061	111.86*
COUNTY COURT AT LAW NO. 2			
JACK LAWRENCE BRUCE N. SMITH CHARLES ROJAS UNITED STATES POSTAL SERVICE SIERRA SPRING WATER CO. - BT MATUSKA LAW FIRM LAW OFFICE OF CHARLES MCINTOSH	300.00 250.00 250.00 12.65 47.71 250.00 400.00	477899 477958 477992 478004 478007 478086 478126	1,510.36*
COUNTY COURT AT LAW NO. 3			
TODD W LEBLANC DONALD BOUDREAUX JOHN D WEST UNITED STATES POSTAL SERVICE	400.00 250.00 250.00 7.54	477896 477904 477994 478004	907.54*
COURT MASTER			
OFFICE DEPOT	25.19	477944	25.19*
MEDIATION CENTER			
OFFICE DEPOT UNITED STATES POSTAL SERVICE	245.39 1.26	477944 478004	246.65*
SHERIFF'S DEPARTMENT			
CITY OF PORT ARTHUR - WATER DEPT. ENTERGY AT&T UNITED STATES POSTAL SERVICE JEFFERSON COUNTY CREDIT CARDS	29.53 499.17 176.17 29.82 364.90	477910 477924 477963 478004 478061	1,099.59*
CRIME LABORATORY			

NAME	AMOUNT	CHECK NO.	TOTAL
HARBOR FREIGHT TOOLS	59.98	477928	59.98*
JAIL - NO. 2			
AAA LOCK & SAFE	331.00	477892	
MARK'S PLUMBING PARTS	142.80	477893	
CITY OF BEAUMONT - WATER DEPT.	16.00	477909	
COBURN SUPPLY COMPANY INC	156.46	477912	
ECOLAB	284.95	477916	
ENTERGY	27,662.92	477924	
M&D SUPPLY	302.81	477936	
OFFICE DEPOT	240.47	477944	
OVERHEAD DOOR CO.	870.83	477945	
RALPH'S INDUSTRIAL ELECTRONICS	162.28	477952	
SANITARY SUPPLY, INC.	3,108.50	477953	
AT&T	30.97	477963	
TRIANGLE COMPUTER & TELEPHONE	472.00	477975	
ULINE SHIPPING SUPPLY SPECIALI	67.31	477977	
WARREN EQUIPMENT CO.	51.30	477979	
COKER DOORS & MOLDING CO.	7,300.00	477985	
CDW COMPUTER CENTERS, INC.	39.60	477989	
MCKESSON MEDICAL-SURGICAL INC	6,053.54	477991	
WALMART COMMUNITY BRC	5.85	478002	
LOWE'S HOME CENTERS, INC.	7.59	478011	
SOUTHEAST TEXAS STARTER	851.28	478042	
JEFFERSON COUNTY CREDIT CARDS	1,003.00	478061	
EMERGENCY POWER SERVICE	5,177.67	478067	
MATERA PAPER COMPANY INC	9,909.70	478076	
WASTEWATER TRANSPORT SERVICES LLC	2,003.00	478087	
TRINITY SERVICES GROUP INC	22,156.88	478116	
SUPERIOR WASTE SOLUTIONS LLC	745.50	478123	
JUVENILE PROBATION DEPT.			89,154.21*
OFFICE DEPOT	85.63	477944	
CHERYL TARVER	115.00	477984	
UNITED STATES POSTAL SERVICE	5.45	478004	
SHANNA CITIZEN	25.88	478013	
HIGGINBOTHAM INSURANCE AGENCY INC	71.00	478090	
JUVENILE DETENTION HOME			302.96*
ENTERGY	4,052.71	477924	
AT&T	709.21	477963	
MCKESSON MEDICAL-SURGICAL INC	178.59	477991	
FLOWERS FOODS	161.70	478020	
BEN E KEITH FOODS	224.61	478022	
VANSCHECA SANDERS-CHEVIS	800.00	478035	
CONSTABLE PCT 1			6,126.82*
UNITED STATES POSTAL SERVICE	17.87	478004	
CONSTABLE-PCT 2			17.87*
CASH ADVANCE ACCOUNT	775.20	477932	
CONSTABLE-PCT 6			775.20*
UNITED STATES POSTAL SERVICE	7.67	478004	
LEXISNEXIS- ACCURINT	93.73	478054	
CONSTABLE PCT. 7			101.40*
MCNEILL INSURANCE AGENCY	71.00	477939	
CONSTABLE PCT. 8			71.00*
TND WORKWEAR CO LLC	632.00	478101	
COUNTY MORGUE			632.00*
PROCTOR'S MORTUARY INC	11,475.00	478058	

NAME	AMOUNT	CHECK NO.	TOTAL
A1 FILTER SERVICE COMPANY	248.40	478066	
FORENSIC MEDICAL	84,300.00	478108	96,023.40*
AGRICULTURE EXTENSION SVC			
OFFICE DEPOT	50.66	477944	
DAVID OATES	105.23	478098	
CORENA N FITZGERALD	56.35	478114	212.24*
HEALTH AND WELFARE NO. 1			
UNITED STATES POSTAL SERVICE	81.41	478004	
LEXISNEXIS- ACCURINT	136.50	478054	
NUANCE COMMUNICATIONS, INC	118.50	478113	
EZEA D EDE MD	2,932.58	478129	3,268.99*
HEALTH AND WELFARE NO. 2			
GRAMMIER- OBERLE FUNERAL HOME	3,000.00	477922	
UNITED STATES POSTAL SERVICE	162.60	478005	
LEXISNEXIS- ACCURINT	136.50	478054	
NUANCE COMMUNICATIONS, INC	118.50	478113	
EZEA D EDE MD	2,932.58	478129	6,350.18*
NURSE PRACTITIONER			
MCKESSON MEDICAL-SURGICAL INC	828.76	477991	
SOPHIA LEBLANC	41.11	478120	869.87*
INDIGENT MEDICAL SERVICES			
LOCAL GOVERNMENT SOLUTIONS LP	3,773.00	478043	
CARDINAL HEALTH 110 INC	27,849.64	478080	31,622.64*
MAINTENANCE-BEAUMONT			
ECOLAB	209.95	477916	
RALPH'S INDUSTRIAL ELECTRONICS	282.65	477952	
ACE IMAGEWEAR	218.65	477955	
S.E. TEXAS BUILDING SERVICE	25,381.80	477959	
AT&T	1,083.61	477963	
TRIANGLE BLUE PRINT CO., INC.	81.00	477974	
WORTH HYDROCHEM	265.00	477981	
TEXAS FIRE & COMMUNICATIONS	142.50	477993	
UNITED STATES POSTAL SERVICE	1.40	478004	
CENTERPOINT ENERGY RESOURCES CORP	2,274.20	478026	
CAVENDER'S BOOT CITY	569.81	478091	
KWP TELECOM LLC	510.00	478094	
UNITED REFRIGERATION INC	51.01	478128	31,071.58*
MAINTENANCE-PORT ARTHUR			
DRAGO HARDWARE CO.	71.91	477914	
ENTERGY	3,923.47	477924	
ROMERO GLASS CO.	565.00	477951	
SANITARY SUPPLY, INC.	516.94	477953	
SHERWIN-WILLIAMS	62.69	477956	
TEXAS DEPT OF LICENSING &	40.00	477973	
HOWARD'S AUTO SUPPLY	60.09	477988	
TEXAS GAS SERVICE	406.03	478017	
TEXAS GAS SERVICE	88.29	478018	
IMPACT PLUMBING COMPANY	211.00	478028	
ATTABOY TERMITE & PEST CONTROL	160.50	478053	
PARKER LUMBER	66.41	478059	
THE HOME DEPOT PRO	1,120.70	478112	7,293.03*
MAINTENANCE-MID COUNTY			
CITY OF NEDERLAND	67.69	477911	
ENTERGY	1,628.07	477924	
JIFFY TROPHIES	60.00	477934	
RITTER @ HOME	41.98	477950	
SANITARY SUPPLY, INC.	298.80	477953	

NAME	AMOUNT	CHECK NO.	TOTAL
ACE IMAGEWEAR	124.10	477955	
AT&T	713.34	477964	
TIME WARNER COMMUNICATIONS	47.00	477971	
ATTABOY TERMITES & PEST CONTROL	21.00	478053	
JEFFERSON COUNTY CREDIT CARDS	159.75	478061	
SERVICE CENTER			3,161.73*
SPIDLE & SPIDLE	4,744.29	477897	
J.K. CHEVROLET CO.	1,750.60	477930	
M&D SUPPLY	33.50	477936	
THE MUFFLER SHOP	56.00	477940	
OFFICE DEPOT	28.47	477944	
PHILPOTT MOTORS, INC.	197.22	477946	
AT&T	69.90	477963	
JEFFERSON CTY. TAX OFFICE	7.50	477995	
JEFFERSON CTY. TAX OFFICE	7.50	477996	
JEFFERSON CTY. TAX OFFICE	7.50	477997	
JEFFERSON CTY. TAX OFFICE	7.50	477998	
JEFFERSON CTY. TAX OFFICE	7.50	477999	
VOYAGER FLEET SYSTEM, INC.	16,197.72	478019	
PETROLEUM SOLUTIONS, INC.	1,751.50	478023	
BUMPER TO BUMPER	920.56	478025	
AIRPORT GULF TOWING LLC	125.00	478031	
ROBERT'S TEXACO XPRESS LUBE	56.00	478046	
AMERICAN TIRE DISTRIBUTORS	1,366.50	478048	
MIGHTY OF SOUTHEAST TEXAS	326.07	478064	
ACTION OVERHEAD DOOR LLC	649.50	478074	
SILSBEE FORD INC	268.72	478084	
MIDNIGHT AUTO	79.95	478100	
VETERANS SERVICE			28,659.00*
UNITED STATES POSTAL SERVICE	1.80	478004	
UNITED STATES POSTAL SERVICE	15.65	478005	
MOSQUITO CONTROL FUND			17.45*
CERTIFIED LABORATORIES	333.70	477907	
CITY OF NEDERLAND	31.15	477911	
ENTERGY	395.05	477924	
MUNRO'S	86.09	477941	
AT&T	34.95	477964	
LJA ENGINEERING INC	1,560.00	478069	
FEMA EMERGENCY			2,440.94**
FARM & HOME SUPPLY	65.50	477921	
S.E. TEXAS BUILDING SERVICE	6,400.00	477960	
WALMART COMMUNITY BRC	229.08	478002	
KNIFE RIVER	653.08	478039	
BIOREFERENCE LABORATORIES INC	8,500.00	478063	
STARCO IMPEX INC	8,000.00	478122	
JORDYN ROBERTS	405.00	478124	
TAMMY LYN SAIN	225.00	478125	
SECURITY FEE FUND			24,477.66**
JEFFERSON COUNTY CREDIT CARDS	114.45	478061	
LAW LIBRARY FUND			114.45**
THOMSON REUTERS-WEST	45.36	478078	
JUVENILE PROB & DET. FUND			45.36**
VERIZON WIRELESS	65.01	478000	
GRAYSON COUNTY DEPT OF JUVENILE	5,963.44	478088	
GRANT A STATE AID			6,028.45**
YOUTH ADVOCATE PROGRAM	4,270.00	478041	

NAME	AMOUNT	CHECK NO.	TOTAL
GRAYSON COUNTY DEPT OF JUVENILE COMMUNITY SUPERVISION FND	11,861.40	478088	16,131.40**
OFFICE DEPOT TIME WARNER COMMUNICATIONS UNITED STATES POSTAL SERVICE UNITED STATES POSTAL SERVICE LOCAL GOVERNMENT SOLUTIONS LP JCCSC	316.20 149.84 70.82 209.50 6,965.00 1,075.00	477944 477970 478004 478005 478043 478062	8,786.36**
JEFF. CO. WOMEN'S CENTER			
ALL STAR PLUMBING BOSWORTH PAPER ISI COMMERCIAL REFRIGERATION MARKET BASKET SYSCO FOOD SERVICES, INC. TIME WARNER COMMUNICATIONS PETTY CASH - RESTITUTION I TOWER COMMUNICATIONS, INC. BEN E KEITH FOODS CENTERPOINT ENERGY RESOURCES CORP SAM'S CLUB DIRECT MATERA PAPER COMPANY INC	232.00 315.00 417.20 179.21 1,407.53 44.45 54.00 60.00 1,652.83 229.95 155.72 258.82	477900 477903 477929 477938 477965 477968 477982 478001 478021 478026 478070 478076	5,006.71**
DRUG DIVERSION PROGRAM			
BEAUMONT TROPHIES OFFICE DEPOT JCCSC	145.40 211.09 25.00	477902 477944 478062	381.49**
LAW OFFICER TRAINING GRT			
ENTERGY ENTERGY	185.90 24.10	477924 477925	210.00**
SCAAP GRANT			
JEFFERSON COUNTY CREDIT CARDS	249.75	478061	249.75**
HOTEL OCCUPANCY TAX FUND			
C. JOHNNIE-ON-THE-SPOT MUNRO'S OFFICE DEPOT AT&T UNITED STATES POSTAL SERVICE LA RUE ROUGEAU VICTORIA RHODES	280.00 72.65 287.99 198.38 14.05 115.00 227.13	477906 477941 477944 477963 478004 478038 478118	1,195.20**
CAPITAL PROJECTS FUND			
SE TEX CONSTRUCTION CORPORATION MHC DATACOMM	203,561.16 5,910.00	478034 478051	209,471.16**
COASTAL RESTORATION PRJCT			
TIM RICHARDSON	9,000.00	478083	9,000.00**
AIRPORT FUND			
CITY OF NEDERLAND ERECT-A-TUBE, INC. ENTERGY MUNRO'S OFFICE DEPOT SANITARY SUPPLY, INC. AT&T UNITED STATES POSTAL SERVICE LOWE'S HOME CENTERS, INC. DISH NETWORK JEFFERSON COUNTY CREDIT CARDS	560.42 6,381.26 10,399.22 81.65 84.03 29.22 317.82 2.93 293.11 106.14 42.87	477911 477918 477927 477941 477944 477953 477963 478004 478011 478036 478061	

NAME	AMOUNT	CHECK NO.	TOTAL
CRAWFORD ELECTRIC SUPPLY COMPANY	846.12	478073	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	42.09	478085	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	60.84	478093	
HERC RENTALS INC	2,728.60	478099	
WAUKESHA-PEARCE INDUSTRIES LLC	1,736.80	478102	
TITAN AVIATION FUELS	47,823.76	478107	
SE TX EMP. BENEFIT POOL			71,536.88**
STANDARD INSURANCE COMPANY	23,589.49	478030	
RELIANCE STANDARD LIFE INSURANCE	5,768.10	478032	
EXPRESS SCRIPTS INC	151,454.96	478104	
NEUROMUSCULAR CORPORATE SOLUTIONS	13,050.00	478110	
WORKER'S COMPENSATION FD			193,862.55**
TRISTAR RISK MANAGEMENT	21,086.30	478027	
SHERIFF'S FORFEITURE FUND			21,086.30**
THIRD COAST TINT	200.00	478045	
PAYROLL FUND			200.00**
JEFFERSON CTY. - FLEXIBLE SPENDING	14,001.00	477872	
CLEAT	324.00	477873	
JEFFERSON CTY. TREASURER	14,917.24	477874	
RON STADTMUELLER - CHAPTER 13	182.31	477875	
INTERNAL REVENUE SERVICE	208.00	477876	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	4,280.00	477877	
JEFFERSON CTY. COMMUNITY SUP.	9,316.73	477878	
JEFFERSON CTY. TREASURER - HEALTH	539,501.57	477879	
JEFFERSON CTY. TREASURER - GENERAL	10.00	477880	
JEFFERSON CTY. TREASURER - PAYROLL	1,976,038.15	477881	
JEFFERSON CTY. TREASURER - PAYROLL	695,983.02	477882	
MONY LIFE INSURANCE OF AMERICA	72.54	477883	
POLICE & FIRE FIGHTERS' ASSOCIATION	2,010.91	477884	
JEFFERSON CTY. TREASURER - TCDRS	785,828.23	477885	
JEFFERSON COUNTY TREASURER	2,778.60	477886	
JEFFERSON COUNTY - TREASURER -	7,180.00	477887	
NECHES FEDERAL CREDIT UNION	37,773.37	477888	
JEFFERSON COUNTY - NATIONWIDE	51,174.51	477889	
JOHN TALTON	600.00	477890	
INVESCO INVESTMENT SERVICES, INC	1,444.99	477891	
JEFFERSON CTY. TREASURER - PAYROLL	1,287.25	477933	
DA SPECIAL CRIMES GRANT			4,144,912.42**
CASH ADVANCE ACCOUNT	932.75	477932	
APPELLATE JUDICIAL SYSTEM			932.75**
9TH COURT OF APPEALS	1,755.00	478044	
DISTRICT CRT RECORDS TECH			1,755.00**
WESTERN MICROGRAPHICS & IMAGING	740.00	478068	
MARINE DIVISION			740.00**
CITY OF NEDERLAND	20.90	477911	
ENTERGY	665.51	477924	
AT&T	89.56	477963	
SHERIFF - COMMISSARY			775.97**
WALMART COMMUNITY BRC	1,107.96	478002	
			1,107.96**
			5,521,428.27***

Jefferson County



Precinct Four

Everette "Bo" Alfred
Commissioner

P.O. Box 4025
Beaumont, Texas 77704-4025
409-835-8443 phone
www.co.jefferson.tx.us/prct4/index.html

MEMO

TO: Ms. Fran Lee, Auditing
FROM: Commissioner Everette Alfred
DATE: December 8, 2020
RE: **Transfer Funds**

Please transfer the following into account # 114-0409-431.60-42 (Trucks & Trailers):

- **\$15,904** from account # 114-0402-431.10-09 (Foreman); and
- **\$30,655** from account # 114-0402-431.10-28 (Laborers); and
- **\$24,000** from account # 114-0402431.30-79 (Crushed Stone); and
- **\$5,441** from account # 114-0402431.30-80 (Cover Stone) for the purchase cost of a truck.

Thank you.

EA/nr

MEMORANDUM

TO: COMMISSIONERS COURT
FROM: FRAN LEE
SUBJECT: BUDGET AMENDMENT
DATE: DECEMBER 9, 2020

The following FY 2021 budget amendment for Jail will provide computer and equipment for Jail hearings. Each of the Criminal Courts have agreed to cover the cost.

120-3062-423-6002 Capital – Computer

	Equipment	\$1,400
120-2032-412-3084	Minor Equipment	\$280
120-2037-412-3084	Minor Equipment	\$280
120-2052-412-3084	Minor Equipment	\$280
120-2053-412-3084	Minor Equipment	\$280
120-2055-412-3084	Minor Equipment	\$280

PUBLIC DEFENDER CONTRACT
CRIMINAL DISTRICT COURTS FOR
JEFFERSON COUNTY, TEXAS

CONTRACT AGREEMENT

This contract is agreed upon and entered into by the following parties: the Criminal District Court and/or 252nd District Court of Jefferson County, Texas ("Court") [appointing authority], Kevin Laine, ("Attorney") [contractor], and Jefferson County, Texas ("County") [contracting authority] for the purpose of providing legal representation and services to indigent defendants who appear before the Court.

In compliance with the Jefferson County Criminal District Courts Indigent Representation Plan ("Plan"), which is incorporated herein and expressly made a part hereof for all purposes, Attorney agrees to serve as a Contract Public Defender in the Court and to comply with all applicable Plan provisions.

Attorney certifies that he meets all the qualifications required to serve as a Contract Public Defender pursuant to the Plan.

Scope of Contract: Attorney agrees to represent indigent criminal defendants in all cases assigned to Attorney in the Court with regard to all pre-trial and trial matters which have not been otherwise assigned to other indigent defendant trial counsel.

Compensation: Attorney agrees to accept \$8750.00 per month to serve as Contract Public Defender. In addition, Attorney agrees to accept an additional compensation amount not to exceed \$3000.00 annually to pay for required and reasonable Continuing Legal Education requirements, registrations, and travel expenses related thereto.

Additional Compensation: Attorney shall be reimbursed for reasonable and necessary expenses, including expenses for investigators, and mental health and other experts pursuant to Article 26.05, Texas Code of Criminal Procedure. Prior Court approval for these expenses should be obtained whenever possible. This also applies to cases the attorney may handle which may proceed to trial where the attorney is not released from representation of Defendant.

Term of Contract: This contract is in full force and effect on a **month-to-month basis** unless terminated by Attorney or by the Court. If this contract is terminated, Attorney will be relieved of all pending appointments and will not be required to continue representation in any case previously assigned.

Contract Termination: This contract may be terminated at-will by either Attorney or by the Court.

Independent Contractor: Attorney is not an employee of Jefferson County, but is an independent contractor who shall complete the requirements of this contract by Attorney's own means and methods of work, and in accordance with Attorney's professional legal judgment. In the course of representing any indigent criminal defendant, Attorney shall be in exclusive control of his professional legal judgment and shall freely and independently exercise same in the best interests of his client, and Attorney shall not be subject to the control of or supervision by the Court, unless otherwise specified in this contract. The indigent criminal defendant is the Attorney's client, not Jefferson County and not the Court. Attorney shall provide reasonably competent, zealous legal services to each indigent criminal defendant in accordance with Attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct and the Texas Code of Criminal Procedure.

Caseload/Workload Limitation: The maximum caseload allowed Attorney pursuant to their contract should not exceed 150 felony cases per year. The term "Case" referred to herein means a single charge or set of charges concerning a defendant in one court in one proceeding.

Standards of Representation:

- (a) Attorney shall provide all services required by Senate Bill 7 as passed by the 77th General Session of the Texas Legislature in 2001, as it amends the Texas Code of Criminal Procedure. Attorneys are expected to handle Motions to Revoke Probation cases through final disposition.
- (b) Attorney shall ensure continuity of representation of each indigent criminal defendant unless relieved or replaced in accordance with Article 26.04(j)(2), Texas Code Criminal Procedure.
- (c) Attorney shall not re-assign, subcontract, or delegate any part of the services to be provided by Attorney under this contract unless first obtaining the approval of the Court. Any substitution of attorneys under this provision shall be made from the approved indigent appointment list for the Jefferson County Criminal District Courts.
- (d) Attorney must submit a monthly invoice to be approved by the Court for payment.
- (e) Attorney must maintain at least the minimum qualifications and requirements listed in the Plan.
- (f) Attorney agrees to indemnify and hold harmless Jefferson County from any and all claims arising from the delivery of professional services under this contract.
- (g) Attorney shall maintain an office in Jefferson County and the ability to receive facsimile and telephone communications 24 hours a day, 7 days a week.

- (h) Attorney is prohibited from accepting any payments from any indigent criminal defendant, or any third party, for legal services provided in an assigned case.
- (i) Attorney is prohibited from releasing confidential attorney-client information or work product related to any case covered by this contract except as permitted by the Texas Disciplinary Rules of Professional Conduct.
- (j) Attorney must make all appearances as set in the assigned court a priority over other cases, unless the Court knows and agrees to approve resets prior to the Court date, and in accordance with Texas Government Code, Section 23.101, relating to preference to hearings and trials.
- (k) The contract Attorney shall provide zealous legal representation to all clients in a professional, skilled manner consistent with all applicable laws and the Texas Disciplinary Rules of Professional Conduct.
- (l) The Attorney shall make every reasonable effort to:
 1. Contact the defendant by the end of the first working day after the date on which the attorney is appointed; and
 2. Interview the defendant as soon as practicable after the attorney is appointed, but not later than five working days after appointment.

Conflict: In the event of a conflict of interest between Attorney and any indigent criminal defendant, Attorney shall immediately present such evidence to the Court and, if allowed, be permitted to withdraw from further representation. Such withdrawal shall not affect the other terms of this contract.

Administration: The Court will provide oversight and monitoring to assure that Attorney performs in accordance with the terms of this contract.

Forum Selection With Regard to Disputes Between the Parties: Venue of any proceedings arising under or with regards to this contract shall be in a court of competent jurisdiction in Jefferson County, Texas.

Additional Terms and Conditions:

- (a) The cases handled under this contract shall all be non-capital.

(b) A determination that Attorney has provided false information in the materials submitted to the Court in response to, or as required under, the terms of the Plan will be grounds for immediate cancellation of this contract by the Court.

(c) Falsification of any report, invoice, or other documentation submitted by Attorney will be grounds for immediate cancellation of this contract by the Court.

(d) Attorney must, as soon as possible, inform the appointing authority if he/she is unable for any reason to fulfill these requirements for Indigent Representation timely, and/or in accordance with applicable laws and rules for Indigent Representation as promulgated by the State of Texas.

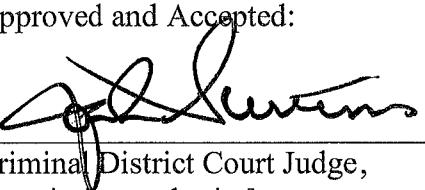


Contract Public Defender [contractor]

00798313
SBOT Number

12/7/20
Date

Approved and Accepted:



Criminal District Court Judge,
[appointing authority]

12/10/2020
Date

County Judge,
Jefferson County, Texas
[contracting authority]

Date



252nd District Court Judge
[appointing authority]

12/11/2020
Date



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 22nd day of December, 2020, on motion made by Michael Sinegal, Commissioner of Precinct No. 3, and seconded by Eddie Arnold, Commissioner of Precinct No. 1, 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

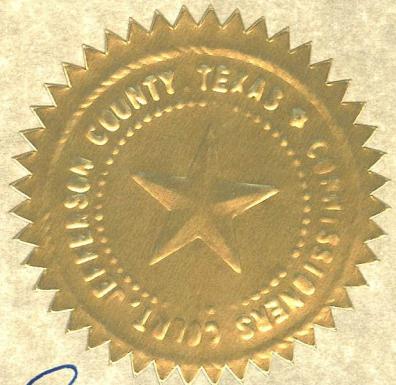
WHEREAS, the Jefferson County Commissioners' Court recognizes that Jefferson County remains in a state of disaster as a result of the COVID-19 PANDEMIC and that the renewal of this Declaration of Disaster is necessary for the protection of life and property in Jefferson County;

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.

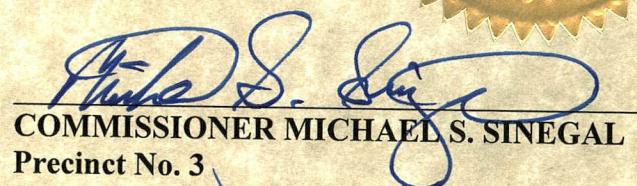
SIGNED this 22nd day of December, 2020.

//ABSENT

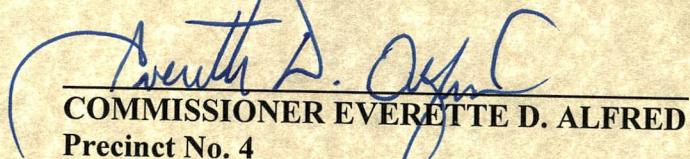
JUDGE JEFF R. BRANICK
County Judge




COMMISSIONER EDDIE ARNOLD
Precinct No. 1


COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

//ABSENT
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 22nd day of December, 2020, on motion made by Michael Sinegal, Commissioner of Precinct No. 3, and seconded by Eddie Arnold, Commissioner of Precinct No. 1, 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 22nd day of December, 2020.

//ABSENT

JUDGE JEFF R. BRANICK
County Judge



Eddie Arnold
COMMISSIONER EDDIE ARNOLD
Precinct No. 1

Michael S. Sinegal
COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

//ABSENT
COMMISSIONER BRENT A. WEAVER
Precinct No. 2

Everette D. Alfred
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 22nd day of December, 2020, on motion made by Michael Sinegal, Commissioner of Precinct No. 3, and seconded by Eddie Arnold, Commissioner of Precinct No. 1, the following Resolution was adopted:

RESOLUTION TO RENEW AND EXTEND THE DISASTER DECLARATION FOR HURRICANE DELTA

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 October 8, 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 Delta and that the renewal of this Declaration of Disaster is necessary for the protection of life and property in Jefferson County;

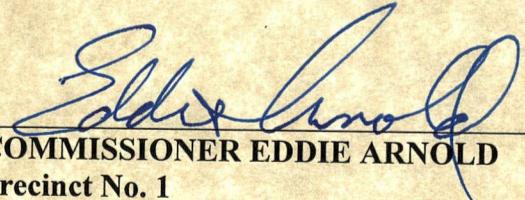
NOW THEREFORE, BE IT RESOLVED that Commissioners' Court of Jefferson County, Texas, does hereby approve the renewal and extension of the Disaster Declaration entered on October 8, 2020.

SIGNED this 22nd day of December, 2020.

/ /ABSENT

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

**AGENDA ITEM****December 22, 2020**

Consider, possibly approve and authorize the County Judge to execute an Agreement between the City of Beaumont and Jefferson County for the operation of the Government PEG Channel.



Jefferson County, Texas

Agreement between Jefferson County, Texas and the City of Beaumont for Operation of the Government PEG Channel

The City of Beaumont and Jefferson County enter into this agreement pursuant to Chapter 791, Texas Government Code and hereby agree:

- I. There is mutual benefit to each other and to the citizens of the community and surrounding areas in acquiring newer technology for the operation of the local Public, Educational, and Government (PEG Channel).
2. In accordance with that mutual goal and in keeping with previously agreed documents which are attached (see Attachments) and included here by reference, the City of Beaumont agrees to reimburse Jefferson County up to \$120,363.00, for the purchase and upgrading of equipment related to broadcasting, the listing and cost of which is set forth in Exhibit A.
3. Jefferson County agrees to purchase the equipment and see that it is properly installed and in good working order and agrees to maintain the equipment.
4. Both Parties agree that if a dispute arises, they will first try to work it out between themselves in a good faith effort to resolve their differences. If an agreement cannot be reached, then the dispute will be sent to binding mediation."

Notwithstanding anything in this section, however, both parties agree that this contract does not grant a waiver of the constitutional, statutory or common law rights, privileges, defenses or immunities of the parties.

EXHIBIT "A"

I need a copy of the exhibits. Are those pages you attached in your latest email the Exhibit?

Signed this 22nd day of December, 2020.


JUDGE JEFF R. BRANICK, COUNTY JUDGE
EVERETTE D. ALFRED

Signed this _____ day of _____, 2020

BECKY AMES, MAYOR

Jefferson County PEG Grant Application Quote Explanation

• Labor		\$7,800
• Training		\$1,560
• Video Project		\$93,109
○ TriCaster Video Switcher	\$40,386	
○ Cameras and attachments	\$47,823	
○ Power Injector	\$557	
○ Rack	\$980	
○ Adapters/Connectors	\$3,363	
• Audio Project		\$10,240
○ Gooseneck Microphones	\$1,767	
○ Gooseneck Microphone Bases	\$4,550	
○ Wireless Microphone	\$1,279	
○ Microphone Rack and attachments	\$2,080	
○ Adapters/Connectors	\$564	
• Projector Project		\$7,287
○ Projector	\$5,664	
○ Screen	\$1,105	
○ HDMI Cable	\$518	
• Shipping		\$367
• Project Total		\$120,363

Exhibit “A”

Committee,

Jefferson County Commissioners Court would like to have this project reviewed for qualification in the PEG grant program. As you are aware, the court proceedings are aired on Spectrum's PEG Channel, and are currently being taped. We would like to modify this process into one that has multiple cameras for better viewing by the public as well as a new updated sound system to provide a better audio channel. This system will be able to be run by students from Lamar University.

We are contracting this job to the company Pizazz with Jef Kethley who is the local distributor for TriCaster video systems. Their information is listed on the enclosed quote.

The parts list and installation for this project are as listed below:

Jefferson County PEG Grant Application Quote Explanation

• Labor		\$7,800
• Training		\$1,560
• Video Project		\$93,109
○ TriCaster Video Switcher	\$40,386	
○ Cameras and attachments	\$47,823	
○ Power Injector	\$557	
○ Rack	\$980	
○ Adapters/Connectors	\$3,363	
• Audio Project		\$10,240
○ Gooseneck Microphones	\$1,767	
○ Gooseneck Microphone Bases	\$4,550	
○ Wireless Microphone	\$1,279	
○ Microphone Rack and attachments	\$2,080	
○ Adapters/Connectors	\$564	
• Projector Project		\$7,287
○ Projector	\$5,664	
○ Screen	\$1,105	
○ HDMI Cable	\$518	
• Shipping		\$367
• Project Total		\$120,363

PIAZZ ESTIMATE

Building Budget Friendly Solutions

7821 Gladys Avenue
Beaumont, Tx 77706
Phone: 409-860-9283
Fax: 409-860-9286

DATE: 10/5/2020
Estimate #: 2020-151

Customer:
Jefferson County Texas
Jeff Ross
1149 Pearl Street Suite 600
Beaumont TX 77701
409-835-8447

DESCRIPTION		AMOUNT
Project Goal : Build out a complete video production ecosystem for the Commissioner's court for video recording and broadcasting		
1	MASTER CONTROL - TriCaster 2 Elite (3RU Chassis w/ redundant power) - https://www.newtek.com/tricaster/2-elite/	\$27,995.00 ✓
1	ProTek for TriCaster 2 Elite (initial 2 year coverage)	\$4,495.00 ✓
2	24" monitor package for TriCaster	\$199.00 ✓
1	Skaarhoj Master Key One controller for TriCaster - Complete programmable control surface	\$4,999.00 ✓
1	Skaarhoj PTZ Pro w/ Hall Effect Joystick Camera Controller	\$2,499.00 ✓
40	Installing and Programming new Audio/Video system equipment per original specifications	\$195.00 ✓
8	Training Customer on operations of new system	\$195.00 ✓
	Subtotal	\$49,746.00

OTHER COMMENTS	SUBTOTAL \$49,746.00 TAX RATE 0.0825 TAX OTHER \$0.00 TOTAL \$49,746.00
Customer agrees to provide adequate network switch to connect the system together. Cisco, Aruba, Arista for example. Customer also agrees to facilitate and work with us to bore and install any conduit needed from the Camera locations to the TriCaster Control room.	

Thank You For Your Business!



\$ 60,711.79

CUSTOMER:	Jefferson County
CONTACT:	Jeff Ross
ADDRESS\$:	
QUOTE #:	AV Project
REV #:	

Account Manager:
Dave Kriedemann
Contract:

Quote Date: December 15, 2020
Prep by: Dave Kriedemann
Phone: 312-705-5571
Toll Free:
Email: davekri@cdwg.com

Quantity	PART #	DESCRIPTION	UNIT COST	EXT. COST
5	AW-UE150KPJ	PANASONIC AW-UE150KPJ HD PTZ CAM BLK	\$9,416.70	\$47,083.50
4	FEC-150WMK	PANASONIC WALL MOUNT F/AWUE150 BLACK	\$185.00	\$740.00
1	LPJ008A-T-R2	BLACK BOX 10/100/1000BASE-T POE+ INJ	\$557.70	\$557.70
1	NP-PA653UL-41ZL	NP-PA653UL with NP41ZL lens bundle -5 Year Warranty	\$5,633.85	\$5,663.85
1	RFR-2028BR	28W20SP28DP RFR RACK BR	\$980.00	\$980.00
10	MXC416DF-C	16 inch Dual Flex Gooseneck Mic	\$176.69	\$1,766.90
1	QLXD24/SM58-G50	QLXD2/SM58 Handheld Tr ansmitter with SM58 Microphone	\$973.64	\$973.64
1	SB900A	Shure Lithium-Ion Rechargeable Battery	\$91.39	\$91.39
1	S8C200-US	Shure Dual Docking Charger with Power Supply	\$213.25	\$213.25
1	NY64-D	Dante Digital Interface Card	\$391.23	\$391.23
1	HD280PRO	Closed; around-the-ear collapsable professional monitoring headphones	\$93.36	\$93.36
1	TF-RACK	16 onboard Mic-Line analog inputs. 32 mono/2 stere o mixable channels. 3U	\$1,689.00	\$1,689.00
2	N222-01K-BK	Tripp Lite 1000ft Cat6 600MHz Gigabit Bulk Solid PVC CMR Cable Black 1000'	\$155.99	\$311.98
			SUBTOTAL	\$ 60,711.79
			FREIGHT	\$ -
			GRAND TOTAL	\$ 60,711.79

Corporate Headquarters:
Will Call & Third Party Pickup
200 North Milwaukee Ave
Vernon Hills, IL 60061

Please remit payment to:
CDW Government
75 Remittance Drive, Suite 1515
Chicago, IL 60675-1515



The Professional's Source

Government, Education, and Corporate Department

For Pricing Requests, Purchase Orders, and Customer Service:

Phone: 800-947-8003
212-239-7503Fax: 800-858-5517
212-239-7759Email: Education: emailbids@bhphoto.com
Corporate: corporatesales@bhphoto.com
Fed Gov: federalsales@bhphoto.com
State and Local: biddept@bhphoto.com

420 Ninth Avenue, New York City, NY 10001 • www.bhphotovideo.com

Prices Are Valid Until:

11/21/20

Quote No.: 1068354287

Reference No.: R160901-P

Sold To:

Vanessa Lachney
1149 Pearl St
6Th Floor
BEAUMONT, TX 77701

Ship To:

Vanessa Lachney
1149 Pearl St 6Th Floor
BEAUMONT, TX 77701

Bill Phone: (409)835-8447

(409)835-8447

Date	Customer Code	Terms	Salesperson	Ship Via			
				MULTIPLE			
Qty Ord	Item Description			SKU#	MFR#	Item Price	Amount
✓ 2	BIRDDOG 4K SDI-12G SDI 4KP60 NDI ENCDR/DCDR/REG			BIBD4KSDI (BD4KSDI)		805.95	1,611.90
✓ 2	BIRDDOG MINI HDMI - HDMI TO NDI ENCODER/REG			BIBDMINIHDMI (BDMINIHDMI)		400.95	801.90
✓ 25	CANARE 750OHM BNC CRIMP PLUG/REG			CABCPA4 (BCPA4)		2.19	54.75
✓ 1	KRAMER PLUGABLE OPTCL HDMI CABLE,PLENUM -98'/REG			KRCPAOCHXL98 (CPAOCHXL98)		272.40	272.40
✓ 1	AUDINATE DANTE AVIO 2x2 USB I/O ADAPTER/REG			AUAUSBAU2X2 (ADPUSBAU2X2)		90.88	90.88
✓ 2	KALI 6.5" POWERED STUDIO MONITOR - BLACK/REG			KALP6B (LP6)		111.75	223.50
✓ 1	DALITE/ELECT CONTOUR/E 137"/16:10 - MATTE WHITE/REG <i>This Is A Special Order Item, And Is Not Returnable.</i>			DA70192LS (70192LS)		1,105.14	1,105.14
✓ 1	BELDEN 12GHz/4K UHD VID.CBL-750/20AWG-1000'BK/REG <i>This Is A Special Order Item, And Is Not Returnable.</i>			BE4505R0101 (4505R010100)		622.08	622.08
✓ 1	KRAMER OPTICAL HDMI PLENUM CABLE-262'/REG			KRCPAOCHX262 (CPAOCHXL262)		518.40	518.40

Continued on Next Page ...



The Professional's Source

Government, Education, and Corporate Department

For Pricing Requests, Purchase Orders, and Customer Service:

Phone: 800-947-8003
212-239-7503

Fax: 800-858-5517
212-239-7759

Email: Education: emailbids@bhphoto.com
Corporate: corporatesales@bhphoto.com
Fed Gov: federalsales@bhphoto.com
State and Local: biddept@bhphoto.com

420 Ninth Avenue, New York City, NY 10001 • www.bhphotovideo.com

Quote No.: 1068354287

Date	Customer Code	Terms	Salesperson	Ship Via	
	A8568078	N/A	Slsm	MULTIPLE	
Qty Ord	Item Description		SKU# MFR#	Item Price	Amount
PLEASE NOTE: -----					
<p>IMPORTANT NOTICE: B&H has begun collecting Texas sales tax. If you are TX tax exempt, please contact our TAX Department. To update the status of your account, please email a completed tax exempt certificate to taxcertificates@bhphoto.com. The B&H Tax Department can be reached via phone at 212-502-6308.</p> <p>**** Please reference your quote number on all PO's **** Certain items may be enforced by vendor to sell at the vendor-imposed price posted at the time of order.</p>					
<p>Payment Type - N/A</p>					
- Amount				Sub-Total:	5,300.95
- Amount				Shipping:	256.00
- Amount				Tax:	458.45
- Amount				Total:	6,015.40

Quotation

Quote #

EST178284

Dale Electronics Corp.

148-04 95th Avenue
 Jamaica NY 11435
 United States
 212-475-1124
 www.daleproaudio.com

Date 10/26/2020

Expires 11/25/2020
 Sales Rep Tim Brown Tim Brown
 Memo
 PO # ATND8677A (x 9)
 Terms
 Ship Via UPS® Ground (US48)
 Order Notes

BILL To

Vanessa Lachney
 Jefferson County - Texas
 1149 Pearl Street
 6th floor
 Beaumont TX 77701
 United States

Ship To

Vanessa Lachney
 Jefferson County - Texas
 1149 Pearl Street
 6th floor
 Beaumont TX 77701
 United States

MPN	Description	QTY	List	Rate	AMT
ATND8677A	AUDIO-TECHNICA ATND8677A MICROPHONE DESK STAND WITH DANTE NETWORK OUTPUT, SUPPORT FOR DANTE DOMA...	10	626.00	455.00	4,550.00 A

Shipping Cost (UPS® Ground (US48))	Subtotal	4,550.00
		111.23
	Total	\$4,661.23

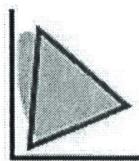


EST178284

TriCaster® 2 Elite

User Guide

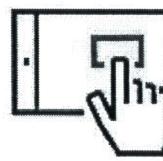




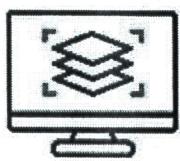
V-LOG
OUTPUT



RTMPS
SUPPORT



PRESET
LAUNCHER



4K CROP
CONTROL

**AGENDA ITEM****December 22, 2020**

Receive and file executed Texas Water Code Section 15.005 Memorandum of Understanding between Jefferson County and Jefferson County Drainage District No.6 relating to the management of watersheds.

**AGENDA ITEM****November 10, 2020**

Consider and possibly approve a Texas Water Code Section 15.005 Memorandum of Understanding between Jefferson County Drainage District No. 6 and Jefferson County to develop a comprehensive multijurisdictional watershed study and develop solutions to mitigate flooding problems.

TEXAS WATER CODE SECTION 15.005 MEMORANDUM OF UNDERSTANDING

This is a Memorandum of Understanding (MOU) between **Jefferson County Drainage District No. 6** ("DD6") and the governing body of **Jefferson County** (the "Jefferson County County").

WHEREAS, pursuant to Texas Water Code § 15.005 and 31 Texas Administrative Code § 363.408, if the Executive Administrator determines that an application has flood control as one of its purposes and that the watersheds in which the project is located are partially located outside the political subdivision making the application, the applicant must submit a written Memorandum of Understanding relating to the management of the watersheds in which the project is to be located, signed by all governing bodies of eligible political subdivisions located in the project watersheds; and

WHEREAS, DD6 has filed an application with the Texas Water Development Board for funding a project that has flood control as one of its purposes; and

WHEREAS, DD6 has determined that the watershed(s) in which the project is located is/are partially located within the jurisdiction of Jefferson County; and

NOW THEREFORE, in consideration of the benefits to the Taylor Bayou Watershed, Hillebrandt Bayou Watershed, and Pine Island Bayou Watershed, and the State of Texas, DD6 and Jefferson County agree to the following:

1. DD6 will provide quarterly progress updates to Jefferson County as the project develops and changes.
2. DD6 will notify Jefferson County of any potential change in impacts to Jefferson County within the quarter of the identified change.
3. Jefferson County will provide constructive input to DD6 as the project develops and changes.

MEMORANDUM OF UNDERSTANDING
TEXAS WATER CODE SECTION 15.005
Page 2

4. DD6 and Jefferson County will work cooperatively for the management of the Taylor Bayou Watershed, Hillebrandt Bayou Watershed, and Pine Island Bayou Watershed.

Responsible Official for

JEFFERSON COUNTY DRAINAGE DISTRICT NO. 6

BY:

Joseph Majdalani
Dr. JOSEPH G. MAJDALANI, PE, CFM

General Manager

Dated:

11/10/2020

Responsible Official for

Jefferson County

BY:

Jeff R. Branick
Jeff R. Branick

Title: Jefferson County Judge

Dated: *11/10/20*



Resolution

STATE OF TEXAS

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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 22nd day of December, 2020, on motion made by Michael Sinegal, Commissioner of Precinct No. 3, and seconded by Eddie Arnold, Commissioner of Precinct No. 1, the following Resolution was adopted:

WHEREAS, **Annalee Skinner** has served in the County Clerk and the County Judge's Office, Jefferson County, since July 16th, 1990. She served as a clerk for Lolita Ramos and Sandy Walker and then as a Court Clerk for Judge Carl R. Griffith, Jr., and as Associate Court Administrator for Judge Ronald L. Walker and Judge Jeff R. Branick; and

WHEREAS, **Annalee Skinner** has always handled her job with integrity, pride and professionalism and mentored many clerks, legal assistants and attorneys throughout her 30 years and 5 months of service; and

WHEREAS, **Annalee** will be missed as an asset, she will now have time to spend with her family and enjoy personal pursuits.

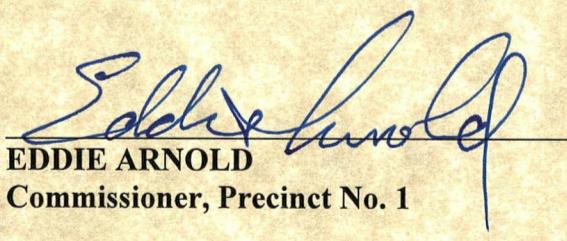
NOW THEREFORE, BE IT RESOLVED that the Jefferson County Commissioners Court does hereby honor and commend **Annalee** for her outstanding service, and we thank her for her dedication and service as she retires on December 31st of this year, 2020.

SIGNED this 22nd day of December, 2020.

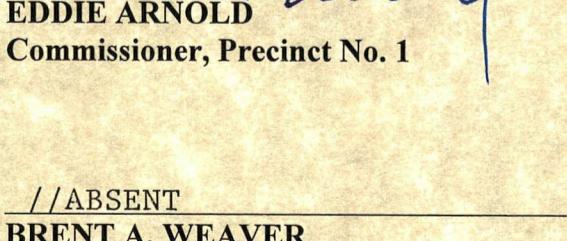
/ /ABSENT

JUDGE JEFF R. BRANICK
County Judge




EDDIE ARNOLD
Commissioner, Precinct No. 1


MICHAEL S. SINEGAL
Commissioner, Precinct No. 3


BRENT A. WEAVER
Commissioner, Precinct No. 2


EVERETTE D. ALFRED
Commissioner, Precinct No. 4

**AGENDA ITEM****December 22, 2020**

Consider, possibly approve and authorize the County Judge to execute an Amended Abatement Agreement between Jefferson County and Premcor Refining Group Inc. d/b/a Valero Port Arthur Refinery to delay beginning of abatement benefits, Pursuant to Texas Property Tax Code Chapter 312.401 et seq. (This is because of delays occasioned by COVID-19 disruptions.)

**AMENDED TAX ABATEMENT AGREEMENT BETWEEN JEFFERSON COUNTY
AND THE PREMCOR REFINING GROUP INC. D/B/A VALERO PORT ARTHUR REFINERY FOR
PROPERTY LOCATED IN THE PREMCOR REFINERY REINVESTMENT ZONE**

1. Jefferson County, Texas ("County") and The Premcor Refining Group Inc. d/b/a Valero Port Arthur Refinery ("Premcor"), (together, the "Parties") entered into a Tax Abatement Agreement (the "Original Agreement") on September 10, 2018 (attached hereto as Exhibit "A") with respect to the abatement of certain *ad valorem* property taxes on a new plant facility (the "Project") to be constructed by Premcor, in the **Premcor Refinery Reinvestment Zone** which was originally adopted by Jefferson County on the 4th day of September, 2018.
2. Premcor is the owner of record in County's real property records of the real property on which Project is being constructed, and the owner of the improvements to the real property that constitute the Project. Premcor has requested that the County modify the Original Agreement to delay the beginning date of tax abatement percentages agreed to and the real interests and obligations outlined in the Original Agreement.
3. It was and continues to be the intent of the Parties that all of the rights, duties and obligations granted or imposed by the Original Agreement with respect to the tax abatement reside with and are the property of Premcor, the owner of the Project.
4. The Parties acknowledge that circumstances beyond the control of Premcor, specifically difficulties occasioned by COVID-19 and the economic impacts in the oil and gas sectors occasioned thereby, have delayed the commencement of construction of the Project and Premcor will suffer the loss of the intended benefits of the original abatement agreements and, for these reasons, the Parties agree that the Original Agreement for the Project shall be amended only with respect to the following:

Article 4: Term of Abatement

The amended Term of the Abatement granted in the Abatement Schedule, pursuant to this Amendment shall be as follows:

Tax Year	Abatement Percentage
0 2020	0%
1 2021	100%
2 2022	100%
3 2023	100%
4 2024	100%
5 2025	100%
6 2026	100%
7 2027	100%
8 2028	90%
9 2029	90%
10 2030	90%

5. The Parties further acknowledge and agree that all other terms and conditions of the Original Agreement shall remain in full force and effect unless amended by written agreement.

6. In the event any provision of this Amendment is found to be illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the Parties hereto that the remainder of this Amendment and the Original Agreement shall not be affected thereby, and it is also the intention of the Parties to this Amendment that in lieu of each clause or provision in this Amendment that is found to be illegal, invalid, or unenforceable, a provision be added to this Amendment which is legal, valid, and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

Signed this 22nd day of December, 2020.

FOR THE COUNTY:


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

FOR THE OWNER:

Mark Skobel, Vice President and Refinery Manager
The Premcor Refining Group Inc.
d/b/a Valero Port Arthur Refinery

**AGENDA ITEM****December 22, 2020**

Receive and file Amended Abatement Agreement between Jefferson County and Suez WTS USA, Inc. to delay beginning of abatement benefits, for property located in the Suez WTS USA, Inc.-Project Clear Reinvestment Zone pursuant to Texas Property Tax Code Chapter 312.401 et seq.

**AGENDA ITEM****December 1, 2020**

Consider, possibly approve and authorize the County Judge to execute an Amended Tax Abatement between Jefferson County and Suez WTS USA, Inc for Property Located in the Suez WTS USA, INC.-Project Clear Reinvestment Zone pursuant to Sec. 312.401, Texas Property Tax Code.

AMENDED TAX ABATEMENT AGREEMENT BETWEEN JEFFERSON COUNTY
AND SUEZ WTS USA, Inc. FOR PROPERTY LOCATED
IN THE SUEZ WTS USA, INC.-PROJECT CLEAR REINVESTMENT ZONE

1. Jefferson County, Texas ("County") and Suez WTS USA, Inc. ("Owner"), (together, the "Parties") entered into a Tax Abatement Agreement ("Agreement") on August 4, 2020 (attached hereto as Exhibit "A") with respect to the abatement of certain *ad valorem* property taxes on a new plant facility (the "Project") to be constructed by OWNER, in the **Suez WTS USA, Inc.-Project Clear Reinvestment Zone** which was originally adopted by Jefferson County on the 26th day of May, 2020 and amended on the 2nd day of November, 2020.
2. Suez WTS USA, Inc. is the owner of record in County's real property records of the real property on which Project is being constructed, and the owner of the improvements to the real property that constitute the Project. Owner has requested that the County modify the Agreement to delay the beginning date of tax abatement percentages agreed to and the real interests and obligations outlined in the abatement agreement and include and recognize a reinvestment zone newly created by the City of Beaumont.
3. It was and continues to be the intent of the Parties that all of the rights, duties and obligations granted or imposed by the Agreement with respect to the tax abatement reside with and are the property of the owner of the Project.
4. The Parties acknowledge that circumstances beyond the control of Owner, specifically difficulties occasioned by COVID-19, have delayed the commencement of construction and the Owner will suffer the loss of the intended benefits of the original abatement agreements and, for these reasons, the parties agree that the Tax Abatement Agreement for this project shall be amended only with respect to:

Article 4: Term of Abatement

The Term of the Abatement Granted in the Abatement Schedule, pursuant to this Agreement shall be as follows:

Tax Year	Abatement Percentage
2020	0%
2021	0%
2022	100%
2023	90%
2024	80%
2025	70%

5. The Parties also acknowledge, to be included and attached to **Exhibit C, Reinvestment Zone of the Agreement**, is a reinvestment zone within the boundaries City of Beaumont, Texas consisting of approximately 31.10 acres of land.

The document more particularly describing and creating the Suez WTS USA Inc., Project-Clear Reinvestment Zone by the City of Beaumont on the 20th day of October, 2020, Ordinance No. 20-059, is attached hereto as Exhibit B.

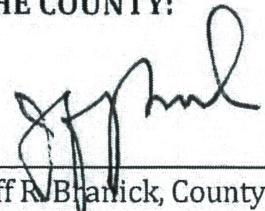
6. The Parties further acknowledge and agree that all other terms and conditions of the original Abatement Agreement shall remain in full force and effect unless amended by written agreement and it is understood that purchases for the project will be invoiced locally that Jefferson County will be credited with sales taxes for purchases.

That pursuant to the 2020 Amended Tax Abatement Policy of Jefferson County that requires that purchases for the project will be invoiced that Jefferson County will be credited with sales taxes for taxable purchases for the project, Suez WTS USA, Inc. will do the following to comply with this requirement:

Suez WTS USA, Inc. (Suez) will enter into a Separated Contract as defined in 34 Texas Administrative Code 3.291 (a) (13) with an EPC contractor (EPC) for the construction of a new plant facility described in the abatement agreement to be located in Jefferson County Texas.

Suez will obtain a Texas Direct Payment Permit (DPP) and issue a DPP exemption certificate in lieu of sales tax to EPC. GPP will remit use taxes on taxable purchases made for use in the construction of the facility directly to the State of Texas on its monthly Texas Direct Payment Return for both state and county taxes at the applicable rates. The State of Texas collects Limited, Sales, Excise and Use Taxes for both the state and local tax jurisdictions. The state is responsible for distributing the local taxes it collected to the applicable local jurisdiction.

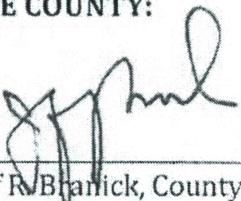
Signed this 1st day of DECEMBER, 2020.

FOR THE COUNTY:

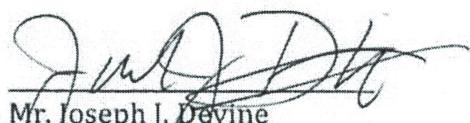
Hon. Jeff R. Branick, County Judge
Jefferson County, Texas

FOR THE OWNER:

Mr. Joseph J. Devine
Vice-President, Taxes
Suez WTS USA, Inc.

FOR THE COUNTY:

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

FOR THE OWNER:

Mr. Joseph J. Devine
Vice-President, Taxes
Suez WTS USA, Inc.

Exhibit A
Tax Abatement Agreement



Resolution

STATE OF TEXAS

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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 22nd day of December, 2020, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Michael Sinegal, Commissioner of Precinct No. 3, the following Resolution was adopted:

WHEREAS, **Bernadette Antwine**, has devoted 35 years of her life to the service of the taxpaying citizens of Jefferson County; and,

WHEREAS, that service was provided through the Office of Assessor-Collector of Taxes for Jefferson County; and,

WHEREAS, **Bernadette Antwine** served admirably in the position as Deputy Assessor-Collector of Taxes and Supervisor for Jefferson County; and,

WHEREAS, **Bernadette Antwine** dedicated her talents and services to the sometimes overwhelming task of collecting property taxes. She also used her talent collecting motor vehicle sales tax and license fees through the licensing and titling of motor vehicles, and many other activities necessary for the daily functioning of the County Tax Office;

NOW THEREFORE, BE IT RESOLVED that the Jefferson County Commissioners Court does hereby honor and commend **Bernadette Antwine** for her dedicated service of Jefferson County and wishes her well in her retirement.

SIGNED this 22nd day of December, 2020.

/ /ABSENT

JUDGE JEFF R. BRANICK
County Judge



Eddie Arnold
EDDIE ARNOLD
Commissioner, Pct. #1

Michael S. Sinegal
MICHAEL S. SINEGAL
Commissioner, Pct. #3

Brent A. Weaver
/ /ABSENT
BRENT A. WEAVER
Commissioner, Pct. #2

Everette D. Alfred
EVERETTE D. ALFRED
Commissioner, Pct. #4

Pepe Dominguez

From: Pepe Dominguez <peped@co.jefferson.tx.us>
Sent: Thursday, December 10, 2020 9:20 AM
To: 'Commissioner Arnold' (<eddiearnold@co.jefferson.tx.us>)
Cc: 'Commissioner Weaver' (<bweaver@co.jefferson.tx.us>); 'Commissioner Sinegal' (<msinegal@co.jefferson.tx.us>); 'Commissioner Alfred' (<ealfred@co.jefferson.tx.us>); Steve Stafford [<sstafford@co.jefferson.tx.us>] (<sstafford@co.jefferson.tx.us>); 'Judge Branick' (<jbranick@co.jefferson.tx.us>); 'Ronda Conlin' (<rconlin@co.jefferson.tx.us>); Doug Canant <dscanant@dd6.org> (<dscanant@dd6.org>); ggross@co.jefferson.tx.us; 'Adina Josey'; Joe.Pattie@awceng.com
Subject: The Reserve Phase I - Preliminary Plat and Construction Plans
Attachments: The Reserve Phase I _Prelim Plat and Costruction Plans Title Sheet_Comm Court.pdf; City of Bmt Approval, The Reserve Ph I.pdf; AWC_The Reserve, Ph I Cover Letter.pdf

Commissioner Arnold,

Attached is a PDF of the title sheet of The Reserve Phase I, Lots 1-10 Block 1 and Lots 1 -10 Block 2 - Preliminary Plat and Construction Plans. This subdivision is located off of Reins Road in Precinct #1. This subdivision is in the City of Beaumont ETJ. These plans have reviewed by Jefferson County Engineering and the City of Beaumont Planning and Zoning. I have also enclosed a PDF of the comments regarding this subdivision. I will be placing this plat on the Agenda for Tuesday, December 15th , 2020.

If you have any questions please contact either Steve or myself.

Pepe Dominguez

Pepe Dominguez
Jefferson County Engineering
1149 Pearl 5th Floor
Beaumont, TX 77701
Offc. 409 835-8584
Fax. 409 835-8718
email: peped@co.jefferson.tx.us

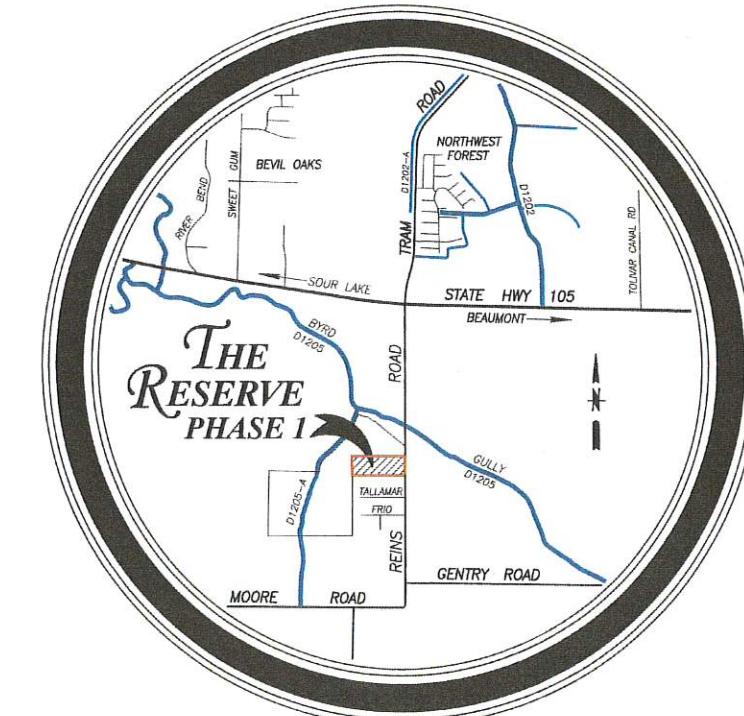
NOVEMBER 2020

CITY OF BEAUMONT
GRADING PERMIT NOT REQUIRED

PLANS FOR CONSTRUCTION
OF
WATER, DRAINAGE, AND PAVING IMPROVEMENTS
TO SERVE
THE RESERVE • PHASE I

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DRAINAGE PLAN & COMPUTATIONS	C.08-C.09
PHASE I IMPROVEMENTS PLAN & PROFILE	C.10-C.15
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DD6 DITCH 1205-A IMPROVEMENTS PLAN	C.17
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PROJECT CONSULTANTGEOTECHNICAL SERVICESPROJECT LOCATION

NTS

DATE

STEVE STAFFORD, P.E.
DIRECTOR OF ENGINEERINGDOUG CANANT, P.E., R.P.L.S.
DISTRICT ENGINEER

DATE

MEEKER MUNICIPAL WATER DISTRICT

BILLY KINNEY, BOARD PRESIDENT

DATE

PROJECT DEVELOPER
The Reserve on Reins Road, LLC
P.O. Box 7268
Beaumont, Texas 77726
409/866.2374

PROJECT NAME
The Reserve
Phase I
D. Choate League, A-11
Jefferson County, Texas

PROJECT LOCATION
2400 Block of Reins Road
Beaumont, Texas 77713
Jefferson County Precinct 1

PROJECT NUMBER
GUS-010

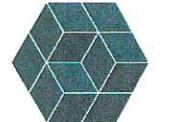
ISSUE DATE
18 November 2020

ISSUED FOR
REVIEW / COMMENTS

REVISIONS

SHEET TITLE
Project Cover Sheet

SHEET NO.
C.01



ARCENEAUX WILSON & COLE
2901 Turtle Creek Drive, Suite 320
Port Arthur, Texas 77642
T 409/724.7888
www.awceng.com
TBPE Firm No. F-16194
TBPLS Firm No. 10194049



11/17/2020
DATE



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 22 day of December, 2020, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Michael Sinegal, Commissioner of Precinct No. 3, the following Resolution was adopted:

WHEREAS: Karen Wiggins has served in the office of Justice of the Peace, Jefferson County, Precinct 1, Place 1, since June 16th, 1980 for Judge McNeil as a clerk and for Judge Engstrom and Judge Dollinger as an Associate Court Administrator; and

WHEREAS: Karen Wiggins has received her certification from the Justice Court Training Center and was the first to receive her Master Certification in the State of Texas; and

WHEREAS: Karen Wiggins has always handled her job with integrity, pride and professionalism. She has been a helper and a teacher to many clerks and attorneys throughout her 40 years of service;

NOW THEREFORE, be it resolved that the Jefferson County Commissioners Court does hereby honor and commend her for her outstanding service, and thank her for her service as she retires on December 31st of this year, 2020.

SIGNED this 22nd day of December, 2020.

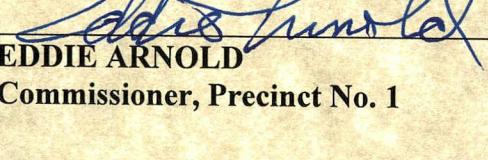
//ABSENT

JUDGE JEFF R. BRANICK
County Judge




EDDIE ARNOLD
Commissioner, Precinct No. 1


MICHAEL S. SINEGAL
Commissioner, Precinct No. 3


BRENT A. WEAVER
Commissioner, Precinct No. 2


EVERETTE D. ALFRED
Commissioner, Precinct No. 4



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 22nd day of December, 2020, on motion made by Michael Sinegal, Commissioner of Precinct No. 3, and seconded by Eddie Arnold, Commissioner of Precinct No. 1, the following Resolution was adopted:

WHEREAS, *Dana L. Moore*, has devoted 9 years and 2 months of her life serving the people of Jefferson County with pride and professionalism; and

WHEREAS, *Dana L. Moore*, has dedicated her talents and services as a Corrections Officer in the Correctional Facility for the Jefferson County Sheriff's Office; and

WHEREAS, *Dana L. Moore*, has pledged her services as a Corrections Officer, working in the dorms at the Jefferson County Correctional Facility, which includes following policies, procedures, rules and regulations for the care and custody of inmates, also responding to emergency situations involving the evacuation of inmates for hurricanes, for the Jefferson County Sheriff's Office; and

WHEREAS, through hard work and commitment to excellence, *Dana L. Moore*, has earned the respect of her colleagues and the citizens of Jefferson County; and

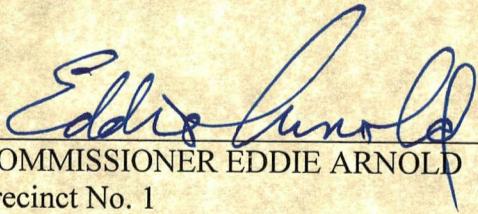
WHEREAS, having made a significant contribution to the Jefferson County Sheriffs' Office, *Dana L. Moore*, is recognized for her unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will always be missed by her friends and co-workers.

NOW THEREFORE, BE IT RESOLVED that the Jefferson County Commissioners Court does hereby honor and commend *Dana L. Moore*, for her dedicated service as a valuable employee of Jefferson County and wishes her well in her retirement.

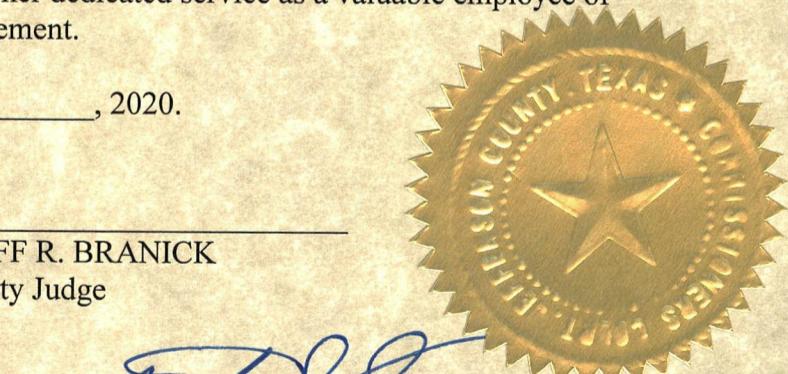
SIGNED this 22nd day of December, 2020.

//ABSENT

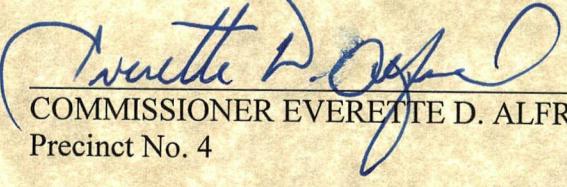
JUDGE JEFF R. BRANICK
County Judge


COMMISSIONER EDDIE ARNOLD
Precinct No. 1

//ABSENT
COMMISSIONER BRENT A. WEAVER
Precinct No. 2




COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3


COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



Resolution

STATE OF TEXAS

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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 22nd day of December, 2020, on motion made by Michael Sinegal, Commissioner of Precinct No. 3, and seconded by Eddie Arnold, Commissioner of Precinct No. 1, the following Resolution was adopted:

WHEREAS, *Pamela L. Johnson*, has devoted 20 years and 6 months of her life serving the people of Jefferson County with pride and professionalism; and

WHEREAS, *Pamela L. Johnson*, has dedicated her talents and services as a Corrections Officer in the Correctional Facility for the Jefferson County Sheriff's Office; and

WHEREAS, *Pamela L. Johnson*, has pledged her services as a Corrections Officer, working in the dorms and in Book In at the Jefferson County Correctional Facility, which includes following policies, procedures, rules and regulations for the care and custody of inmates, also responding to emergency situations involving the evacuation of inmates for hurricanes, for the Jefferson County Sheriff's Office; and

WHEREAS, through hard work and commitment to excellence, *Pamela L. Johnson*, has earned the respect of her colleagues and the citizens of Jefferson County; and

WHEREAS, having made a significant contribution to the Jefferson County Sheriffs' Office, *Pamela L. Johnson*, is recognized for her unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will always be missed by her friends and co-workers.

NOW THEREFORE, BE IT RESOLVED that the Jefferson County Commissioners Court does hereby honor and commend *Pamela L. Johnson*, for her dedicated service as a valuable employee of Jefferson County and wishes her well in her retirement.

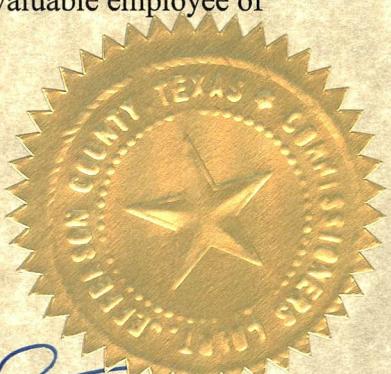
SIGNED this 22nd day of December, 2020.

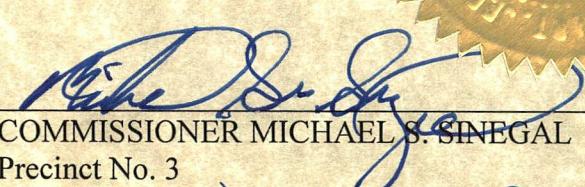
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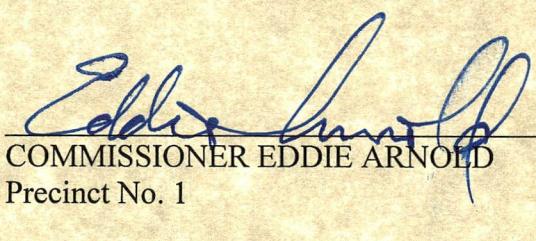
JUDGE JEFF R. BRANICK

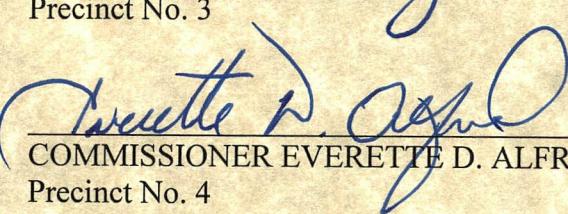
County Judge


EDDIE ARNOLD
Precinct No. 1




MICHAEL S. SINEGAL
Precinct No. 3


//ABSENT
BRENT A. WEAVER
Precinct No. 2


EVERETTE D. ALFRED
Precinct No. 4



Resolution

STATE OF TEXAS

§

COMMISSIONERS COURT

COUNTY OF JEFFERSON

§

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the _____ day of _____, 2020, on motion made by _____, Commissioner of Precinct No. ____, and seconded by _____, Commissioner of Precinct No. ____, the following Resolution was adopted:

WHEREAS, *Kenneth Richardson*, has devoted 11 years and 6 months of his life serving the people of Jefferson County with pride and professionalism; and

WHEREAS, *Kenneth Richardson*, has dedicated his talents and services as a Corrections Officer in the Correctional Facility for the Jefferson County Sheriff's Office; and

WHEREAS, *Kenneth Richardson*, has pledged his services as a Corrections Officer, working in the dorms and in K-9 at the Jefferson County Correctional Facility, which includes following policies, procedures, rules and regulations for the care and custody of inmates, also responding to emergency situations involving the evacuation of inmates for hurricanes, for the Jefferson County Sheriff's Office; and

WHEREAS, through hard work and commitment to excellence, *Kenneth Richardson*, 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, *Kenneth Richardson*, 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 *Kenneth Richardson*, for his dedicated service as a valuable employee of Jefferson County and wishes him well in his retirement.

SIGNED this _____ day of _____, 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

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COMMISSIONERS COURT

COUNTY OF JEFFERSON

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§

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 22nd day of December, 2020, on motion made by Michael Sinegal, Commissioner of Precinct No. 3, and seconded by Eddie Arnold, Commissioner of Precinct No. 1, the following Resolution was adopted:

WHEREAS, *Della D. Manuel*, has devoted 20 years and 2 months of her life serving the people of Jefferson County with pride and professionalism; and

WHEREAS, *Della D. Manuel*, has dedicated her talents and services as a Corrections Officer in the Correctional Facility for the Jefferson County Sheriff's Office; and

WHEREAS, *Della D. Manuel*, has pledged her services as a Corrections Officer, working in the dorms and Booking 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 emergency situations involving the evacuation of inmates for hurricanes, for the Jefferson County Sheriff's Office; and

WHEREAS, through hard work and commitment to excellence, *Della D. Manuel*, has earned the respect of her colleagues and the citizens of Jefferson County; and

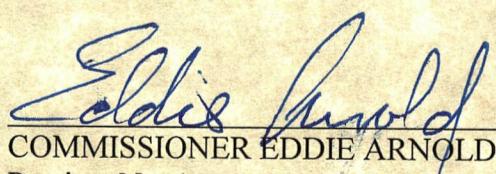
WHEREAS, having made a significant contribution to the Jefferson County Sheriffs' Office, *Della D. Manuel*, is recognized for her unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will always be missed by her friends and co-workers.

NOW THEREFORE, BE IT RESOLVED that the Jefferson County Commissioners Court does hereby honor and commend *Della D. Manuel*, for her dedicated service as a valuable employee of Jefferson County and wishes her well in her retirement.

SIGNED this 22nd day of December, 2020.

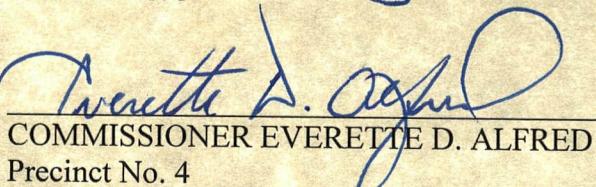
//ABSENT

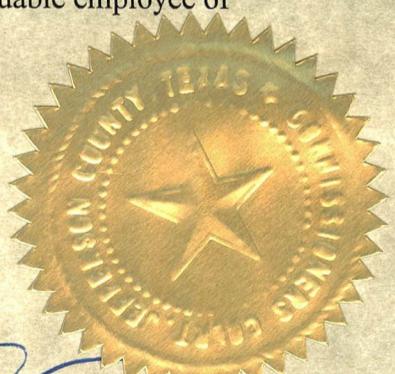
JUDGE JEFF R. BRANICK
County Judge


COMMISSIONER EDDIE ARNOLD
Precinct No. 1

//ABSENT
COMMISSIONER BRENT A. WEAVER
Precinct No. 2


COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3


COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4





THE STATE OF TEXAS }
COUNTY OF Jefferson } SS:

Bond No. POB7664768

KNOW ALL MEN BY THESE PRESENTS:

That we, Hugh Vernon Pierce, as Principal,
and Fidelity and Deposit Company of Maryland, as Surety,
are held and bound unto¹ Jefferson County Treasurer

and his successors in office, in the sum of² (\$3,000.00) Three Thousand and 00/100 Dollars,
for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by
these presents.

Signed with our hands and dated this 10th day of December, 2020

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, WHEREAS, the above bounden
Hugh Vernon Pierce

was, on the 3rd day of November, 2020, duly³ appointed or elected to the office
of County Commissioner, Pct 1 in and for⁴ Jefferson County,
in the State of Texas.

NOW, THEREFORE, if the said Hugh Vernon Pierce shall faithfully
perform and discharge all the duties required of him by law as County Commissioner, Pct 1 aforesaid,
and shall⁵ Faithfully perform the duties of his office, that he will pay over his county all moneys
illegally paid to him out of county funds, as voluntary payments or otherwise, and that he will not vote or give his
consent to pay out county funds except for lawful purposes

then this obligation to be void, otherwise to remain in full force and effect.

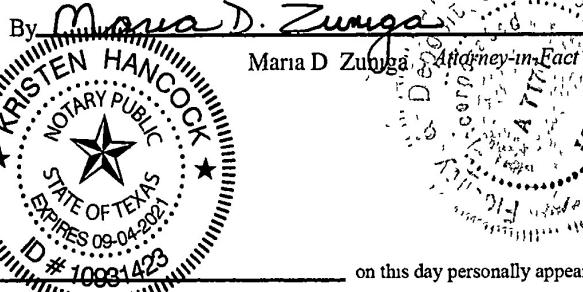
IN TESTIMONY WHEREOF, witness our hands

Hugh Vernon Pierce

 Principal (SEAL)

Fidelity and Deposit Company of Maryland

Surety

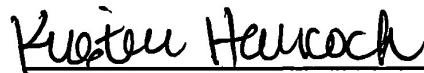


THE STATE OF TEXAS }
 COUNTY OF Harris } SS

Before me, Kristen Hancock on this day personally appeared
 Hugh Vernon Pierce, known to me to be the person whose name is subscribed

to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed

Given under my hand and seal of office, this 14th day of December, 2020



Notary Public

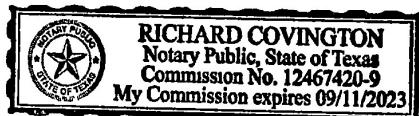
THE STATE OF TEXAS }
 COUNTY OF Harris } SS

Before me, the undersigned authority, in and for said County and State, on this day personally appeared

Maria D. Zuniga known to me to be the person whose name is subscribed to the foregoing
 instrument, and acknowledged to me that he executed the same as the act and deed of Fidelity and Deposit Company of Maryland

and as the Attorney-in-Fact thereof, and for the purposes and
 and considerations therein expressed, and in the capacity therein stated

Given under my hand and seal of office, this 10th day of December, 2020




Notary Public

Richard Covington, My Commission Expires 9/11/23

OATH OF OFFICE
(COUNTY JUDGE OR COUNTY COMMISSIONER)

"I, _____,

do solemnly swear (or affirm), that I will faithfully execute the duties of the office of _____
County of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, and I furthermore solemnly swear (or affirm), that I have not directly or indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected, and I furthermore solemnly swear (or affirm), that I will not be, directly or indirectly, interested in any contract with, or claim against the County, except such warrants as may issue to me as fees of office So help me God "

(Signed) _____

Sworn to and subscribed before me, this _____ day of _____, _____

OATH OF OFFICE
(GENERAL)

I, _____

do solemnly swear (or affirm), that I will faithfully execute the duties of the office of _____

of _____

County of the State of Texas, and will to the best of my ability, preserve, protect, and defend the Constitution and laws of the United States and of this State, and I furthermore solemnly swear (or affirm), that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected So help me God

(Signed) _____

Sworn to and subscribed before, this _____ day of _____, _____

THE STATE OF TEXAS
COUNTY OF _____ } SS

The foregoing bond of _____

as _____ in and for _____ County and State of
Texas, this day approved in open Commissioner's Court

Date _____, _____ County Judge

ATTEST

County Court, _____ County

THE STATE OF TEXAS
COUNTY OF _____ } SS

I, _____, County Clerk, in and for said County, do hereby certify that the foregoing
Bond dated the _____ day of _____, _____, with its certificates of authentication, was
filed for record in my office the _____ day of _____, _____ at _____ o'clock
_____, and duly recorded the _____ day of _____, _____ at _____ o'clock _____
in the Records of Official Bonds of said County, in Vol _____ page _____

WITNESS my hand and the seal of the County Court of said County, at office in _____, Texas,
the day and year last above written

County Court, _____ County

By _____ Deputy

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Vickie Lacy, Richard Covington, Maria D. Zuniga, Marc W. Boots, Ashley Koletar, Joseph R. Aulbert and Ryan Varela**, all of **Houston, Texas**, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 29th day of July, A D 2020



ATTEST-
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By Robert D. Murray
Vice President

By Dawn E. Brown
Secretary

**State of Maryland
County of Baltimore**

On this 29th day of July A D 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President** and **Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written



Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto, and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate, and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998

RESOLVED "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company"

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990

RESOLVED "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 10th day of December, 2020



Brian M. Hodges
By Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

RETURN TO
RISK MANAGEMENT

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Carolyn L. Guidry

Carolyn L. Guidry, County Clerk
Jefferson County, Texas

December 22, 2020 02 37 22 PM

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OLD REPUBLIC SURETY COMPANY

(800) 217-1792

OFFICIAL BOND AND OATH

Bond Number W150392801

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Joe Stevenson, of TX as Principal, and Old Republic Surety Company, a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the State of Texas, Office of the Governor and/or his/her successors in the penal sum of One Thousand Five Hundred Dollars—(\$ 1,500.00), for the payment of which we hereby bind ourselves, or heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, SEALED and DATED this 2nd day of December, 2020.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH. that whereas. the above bounden Principal was on the 2nd day of December, 2020, duly elected (Elected – Appointed) to the office of Constable, Prct. 6 in and for Jefferson County in the State of Texas. for a term of 4 year(s) commencing on the 1st day of January, 2021.

NOW, THEREFORE. if the said Principal shall faithfully perform and discharge all the duties required of him/her by law as the aforesaid officer, and shall: (Check if conditions apply)

- "Will faithfully pay over, in the manner prescribed by law, all money which he may collect or which may come to his hands for the State or for any county."
- "That he will faithfully pay over in the manner prescribed by law all moneys which he may collect or which may come to his hands for the State or any county."
- "That he will pay over to the person or officer entitled to receive it, all moneys that may come into his hands as county judge, and that he will pay over to his county or moneys illegally paid to him out of county funds, as voluntary payments or otherwise, and that he will not vote or give his consent to pay out county funds except for lawful purposes."
- "For the safekeeping of the records and the faithful discharge of the duties of his office, and further conditioned that said clerk will pay over to his county all moneys illegally paid to him out of the county funds, as voluntary payments or otherwise."
- "For the faithful performance of his duties."
- "Shall faithfully execute the duties of his office and pay over according to law, all moneys which shall come into his hands as county treasurer, and render a true account thereof to said court at each regular term of said court."
- "For the faithful discharge of the duties of his office."
- "Upon the faithful performance of his duties"
- "That he will faithfully perform the duties of his office."
- "That he shall well and truly perform the duties of his office."
- "That he will account for and pay over to the persons authorized by law to receive the same, all fines, forfeitures and penalties that he may collect for the use of the State or any county, and that he will well and truly execute and make due return of all process and precepts to him lawfully directed, and pay over all sums of money collected by him by virtue of any process or precepts, to the person to whom the same are due, or their lawful attorney, and that he will faithfully perform all such duties as may be required of him by law, and further conditioned that he will pay over to his county all moneys illegally paid to him out of county funds, as voluntary payments or otherwise."

"For the faithful performance of the duties of his office, that he will pay over to his county all moneys illegally paid to him out of county funds, as voluntary payments or otherwise and that he will not vote or give his consent to pay out county funds except for the lawful purposes"

"That he will faithfully and impartially discharge the duties required of him by law and will promptly pay over to the party entitled to receive it, all moneys that may come into his hands during his term of office"

"For Prct 6 to faithfully perform the duties imposed the by law"

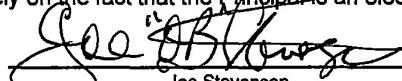
"Upon the faithful and impartial performance of the duties of his office"

"For the faithful performance of the duties of his office as Assessor and Collector of taxes for and during the full term for which he was elected or appointed"

then this obligation shall be void, otherwise to remain in full force and effect

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above Any revision of the bond amount shall not be cumulative

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal Per Insurance Code Title 5, Subtitle C, Chapter 551 152, this bond will not be cancelled or nonrenewed based solely on the fact that the Principal is an elected official


Joe Stevenson Principal

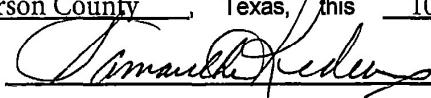
Old Republic Surety Company
Surety

(Seal) By E Case Tawt Attorney-in-Fact

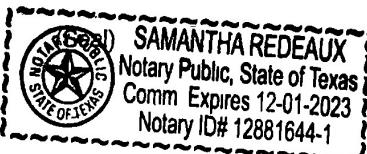
ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS
County of Jefferson } ss

Before me, Samantha Redeaux on this day, personally appeared Joe Stevenson, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed Given under my hand and seal of office, at Jefferson County, Texas, this 10th day of December 2020


Samantha Redeaux Notary Public
Jefferson County, Texas

Notary Expiration Date 12-01-2023



★ OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint

Elise Faust of Brookfield, WI

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$10,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds)**, as follows Effective Date. 1/1/2021 12 00 00 AM

Bond Number W150392801 Bond Amount One Thousand Five Hundred Dollars \$ 1,500 00

Principal Name Joe Stevenson

Obligee Name State of Texas, Office of the Governor of Austin, TX

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982

RESOLVED that the president, any vice president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent, or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company, and such signature and seal when so used shall have the same force and effect as though manually affixed

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 2nd day of December, 2020

Karen J. Haffner

Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 2nd day of December, 2020, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation



Kathryn R. Pearson

Notary Public

My Commission Expires 09/28/2022

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked, and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force

0894432



Signed and sealed at the City of Brookfield, WI this 2nd day of December, 2020

Karen J. Haffner

Assistant Secretary

ORSC 22262 (3-06)

MCGRIFF, SEIBELS & WILLIAMS INC DBA MCGRIFF SEIBELS & WMS OF TX

RETURN TO
RISK MANAGEMENT
- - -

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Carolyn L. Guidry

Carolyn L. Guidry, County Clerk
Jefferson County, Texas

December 22, 2020 02:37:22 PM

FEE: \$0.00 **2020039051**

Special, December 22, 2020

There being no further business to come before the Court at this time,
same is now here adjourned on this date, December 22, 2020