SPECIAL, 5/18/2021 10:30:00 AM

BE IT REMEMBERED that on May 18, 2021, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Vernon Pierce, Commissioner Pct. No. 1

Commissioner Darrell Bush, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff

Chief Porter

Honorable Theresa Goodness , County Clerk

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

Jeff R. Branick, County Judge
Vernon Pierce, Commissioner, Precinct One
Darrell Bush, 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 May 18, 2021

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, willmeet at **10:30 AM,** on the **18th** day of **May 2021** 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:

10:00 a.m.- WORKSHOP-To receive information regarding subdivision regulations.

11:00 a.m.-WORKSHOP-To receive information from Alex Rupp regarding Cares Grant projects.

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 346-248-7799 Meeting ID: 917 160 6532# Participant ID: #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: Vernon Pierce, Commissioner, Precinct One

PLEDGE OF ALLEGIANCE: Darrell Bush, Commissioner, Precinct Two

PURCHASING:

1. Receive and file bids for Invitation for Bid (IFB 21-020/JW) Camera System (for Bell 407 Helicopter) for the Jefferson County Sheriff's Office.

SEE ATTACHMENTS ON PAGES 12 - 146

Motion by: Commissioner Sinegal
Second by: Commissioner Bush
In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

2. Receive and file bids for Invitation for Bid (IFB 21-021/JW) Digital Mapping System (for Bell 407 Helicopter) for the Jefferson County Sheriff's Office.

SEE ATTACHMENTS ON PAGES 147 - 310

Motion by: Commissioner Sinegal
Second by: Commissioner Bush
In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

3. Receive and file bids for Invitation for Bid (IFB 21-023/JW) Mini-Excavator for the Jack Brooks Regional Airport.

SEE ATTACHMENTS ON PAGES 311 - 420

Motion by: Commissioner Sinegal
Second by: Commissioner Bush
In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

4. Consider and approve specifications for Request for Statements of Qualification (RFQ 21-016/JW) Professional Engineering Services for Mayhaw Bayou Drainage Study Update: Community Development Block Grant – Disaster Recovery (CDBG-DR) Program Project for Jefferson County; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326.

SEE ATTACHMENTS ON PAGES 421 - 551

Motion by: Commissioner Sinegal
Second by: Commissioner Bush
In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

5. Consider and approve specifications for Request for Statements of Qualification (RFQ 21-014/JW) Professional Engineering Services for Drainage Improvements: Drainage Ditch 110-B and Drainage Ditch 107 (Community Development Block Grant -Disaster Recovery) Program Project for Jefferson County; ; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326.

SEE ATTACHMENTS ON PAGES 552 - 680

Motion by: Commissioner Sinegal
Second by: Commissioner Bush
In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

6. Consider and approve specifications for Request for Proposals (RFP 21-027/YS), Lease of Properties Acquired as a Result of Buy Out.

SEE ATTACHMENTS ON PAGES 681 - 705

Motion by: Commissioner Sinegal
Second by: Commissioner Bush
In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

7. Consider and approve specifications for Invitation for Bid (IFB 21-032/YS), Term Contract for Termite Treatment for Jefferson County.

SEE ATTACHMENTS ON PAGES 706 - 755

Motion by: Commissioner Sinegal
Second by: Commissioner Bush
In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

8. Consider and approve, execute, receive and file an Acceptance of Offer for (IFB 21-022/JW) Vehicles for the Jack Brooks Regional Airport for a total of $155,909.00 for Bid Items (1-5); as shown on Attachment A. Funding for these vehicles provided by CARES Act Grant.

SEE ATTACHMENTS ON PAGES 756 - 842

Motion by: Commissioner Sinegal
Second by: Commissioner Bush
In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

9. Consider and approve, execute, receive and file an Acceptance of Offer for (IFB 21-025/YS), Term Contract for Asphalt Products for Jefferson County with Martin Asphalt Company, as shown on Attachment B.

SEE ATTACHMENTS ON PAGES 843 - 845

Motion by: Commissioner Sinegal
Second by: Commissioner Bush
In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

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

SEE ATTACHMENTS ON PAGES 846 - 848

Motion by: Commissioner Sinegal
Second by: Commissioner Bush
In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

COUNTY AUDITOR:

11. Consider and approve budget transfer – Crime Lab– purchase of server.

120-3060-421-6002	COMPUTER EQUIPMENT	$3,536.00	
120-3060-421-3042	LABORATORY SUPPLIES		$3,536.00

SEE ATTACHMENTS ON PAGES 849 - 854

Motion by: Commissioner Pierce
Second by: Commissioner Alfred
In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

12. Consider and approve budget transfer – Jail –additional cost for overtime.

120-3062-423-1098	OVERTIME ALLOWANCE	$300,000.00	
120-3062-423-2003	EMPLOYEES' INSURANCE		$300,000.00

SEE ATTACHMENTS ON PAGES 855 - 855

Motion by: Commissioner Pierce
Second by: Commissioner Alfred
In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

13. Considerand approve budget transfer – Road & Bridge Pct 4 – additional cost forequipment repairs.

114-0405-431-4018	ROAD MACHINERY	$33,000.00	
114-0402-431-3001	ASPHALT		$33,000.00

SEE ATTACHMENTS ON PAGES 856 - 856

Motion by: Commissioner Pierce
Second by: Commissioner Alfred
In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

14. Considerand approve budget transfer – County Judge – replace computer.

120-1015-413-6002	COMPUTER EQUIPMENT	$1,400.00	
120-1015-413-5029	ATTORNEY FEES		$1,400.00

SEE ATTACHMENTS ON PAGES 857 - 857

Motion by: Commissioner Pierce
Second by: Commissioner Alfred
In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

15. Consider and possibly approve the submission of an application for the Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan Act of 2021.

SEE ATTACHMENTS ON PAGES 858 - 858

Motion by: Commissioner Pierce
Second by: Commissioner Alfred
In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

16. Regular County Bills – check #482482 through checks #482745

SEE ATTACHMENTS ON PAGES 859 - 868

Motion by: Commissioner Pierce
Second by: Commissioner Alfred
In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

COUNTY COMMISSIONERS:

17. Consider, possibly approve, authorize the County Judge to execute, receive and file Demolition Waivers for the City of Port Arthur for the properties located at: -1128 15th Street, Port Arthur, TX -1517 Stillwell Blvd, Port Arthur, TX -1627 17th Street, Port Arthur, TX -1649 Gulfway Drive, Port Arthur, Tx -1724 8th Street, Port Arthur, TX -2130 5th Street, Port Arthur, TX -2412 Glenwood Drive, Port Arthur, TX -2611 11th Street, Port Arthur, TX

SEE ATTACHMENTS ON PAGES 869 - 923

Motion by: Commissioner Bush
Second by: Commissioner Sinegal
In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

18. Consider and possibly approve a 30-day extension, from June 1, 2021, for the annual audit for Jefferson County Emergency Services District No. 3, pursuant to Sec. 775.082 (d), Texas Health & Safety Code.

SEE ATTACHMENTS ON PAGES 924 - 926

Motion by: Commissioner Bush
Second by: Commissioner Sinegal
In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

19. Consider and possibly approve a 30-day extension, from June 1, 2021, for the annual audit for Jefferson County Emergency Services District No. 4, pursuant to Sec. 775.082 (d), Texas Health & Safety Code.

SEE ATTACHMENTS ON PAGES 927 - 929

Motion by: Commissioner Bush
Second by: Commissioner Sinegal
In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

20. Consider and possibly approve renaming the Jefferson County office building located at 19217 Hwy 365, Beaumont, TX as the "Ray Chesson Office Building."

Motion by: Commissioner Bush
Second by: Commissioner Sinegal
In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

21. Receive and file executed Surface Lease No. SL20170030 between Jefferson County and the Texas General Land Office regarding the offshore sand borrow source for beach dune restoration.

SEE ATTACHMENTS ON PAGES 930 - 942

Motion by: Commissioner Bush
Second by: Commissioner Sinegal
In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

22. Consider, possibly approve and authorize the County Judge to execute an Inter-local Agreement between Jefferson County, Jefferson County Drainage District No. 6 and Texas Department of Transportation regarding work to be performed as part of the Community Development Block Grant-Disaster Recovery Program, pursuant to Chapter 791 Texas Interlocal Cooperation Act. (For replacement of the State Highway 124 bridge over Taylor's Bayou.)

SEE ATTACHMENTS ON PAGES 943 - 946

Motion by: Commissioner Bush
Second by: Commissioner Sinegal
In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

23. Consider and approve CDBG-DR budget modification to transfer $488,700 of additional funds to the Taylors Bayou Drainage Improvement project. Funding transfer will come from Ditch No. 107 project. Transfer is necessary due to updated cost estimates for the Taylors Bayou Drainage Improvement project.

SEE ATTACHMENTS ON PAGES 947 - 949

Motion by: Commissioner Bush
Second by: Commissioner Sinegal
In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

ADDENDUMS

24. Receive and file executed Interlocal Agreement Between Jefferson County, Texas and the South East Texas Regional Planning Commission regarding administration of the Emergency Rental Assistance Program (ERAP) pursuant to contract #1505-0266 with the Department of the Treasury.

SEE ATTACHMENTS ON PAGES 950 - 959

Motion by: Commissioner Bush
Second by: Commissioner Sinegal
In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

CRIME LAB:

25. Consider and possibly approve out of state travel for Emily Esquivel of the Crime Lab to attend the ASCLD Symposium in Boston, Massachusetts; August 22nd - 27th, 2021. Travel is funded by the Coverdell Forensic Science grant received by the Laboratory.

SEE ATTACHMENTS ON PAGES 960 - 960

Motion by: Commissioner Alfred
Second by: Commissioner Pierce
In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

26. Consider and possibly approve out of state travel for Hunter Jones and an additional scientist (to be determined) of the Crime Lab to attend the AFTE Training Seminar in Miami, Florida; August 22nd – 27th, 2021. Travel is funded by the Coverdell Forensic Science grant received by the Laboratory.

SEE ATTACHMENTS ON PAGES 961 - 961

Motion by: Commissioner Alfred
Second by: Commissioner Pierce
In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

HUMAN RESOURCES:

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

Motion by: Commissioner Alfred
Second by: Commissioner Sinegal
In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

_____

Jeff R. Branick
County Judge

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE
Advertisement for Invitation for Bids

March 30, 2021

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 21-020/JW) Camera System (for Bell 407 Helicopter) for the Jefferson County Sheriff's Office.** 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:	**Camera System (for Bell 407 Helicopter) for the Jefferson County Sheriff's Office**
BID NO:	**IFB 21-020/JW**
DUE DATE/TIME:	**11:00 AM CT, Wednesday, April 28, 2021**
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 – March 31, 2021 & April 7, 2021

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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. http://www.co.jefferson.tx.us/purchasing/main.htm

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.

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.

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

Bidder is responsible for submitting:

- **One (1) Original Bid Copy and (2) Numbered 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 check for any addenda and/or additional instructions that 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/

DEADLINE FOR QUESTIONS:

The deadline for asking questions in writing or requesting additional information (in writing or in person) is 5:00 pm, Tuesday, April 20, 2021.

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.

In response to the Covid-19 pandemic, Jefferson County has implemented precautionary measures recommended by the CDC within its facilities. Visitors to the courthouse will be required to wear a mask within the courthouse.

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 – 2021:

January 18, 2021	Martin Luther King, Jr. Day	Monday
February 15, 2021	President's Day	Monday
April 2, 2021	Good Friday	Friday
May 31, 2021	Memorial Day	Monday
July 5, 2021	Independence Day	Monday
September 6, 2021	Labor Day	Monday
November 11, 2021	Veteran's Day	Thursday
November 25 & 26, 2021	Thanksgiving	Thursday & Friday
December 23 & 24, 2021	Christmas	Thursday & Friday
December 31, 2021	New Year's	Friday

7. Rejection or Withdrawal

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

8. Emergency/Declared Disaster Requirements

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If

Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s).

Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

9. Award

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

Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

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

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

10. Contract

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

11. Waiver of Subrogation

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

12. Fiscal Funding

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

13. Bid Results

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

14. Changes and Addenda to Bid Documents

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

15. Specifications

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid.

Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate.

All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

16. Delivery

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

17. Interpretation of Bid and/or Contract Documents

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

18. Currency

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

19. Pricing

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

20. Notice to Proceed/Purchase Order

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

21. Certification

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

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

22. Definitions

"County" – Jefferson County, Texas.

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

23. Minority-Women Business Enterprise Participation

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

General Conditions of Bidding and Terms of Contract

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

1. Bidding

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

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

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

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

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

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

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

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

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

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

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

1.12 Quantities. Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will

be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

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

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

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

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

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

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

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

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

1.20 Confidential/Proprietary Information

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

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

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

2. Performance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Purchase Orders and Payment

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

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

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

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

4. Contract

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

4.2 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 to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

4.5 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.

4.12 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 PROVISIONS

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 FEMA 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 FEMA grant and co-operative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

If applicable, exact language below in subsection 3.d is required.

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 FEMA 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 non-discrimination 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 sub-contract 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. Standard. All prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be 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. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Non-profit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

c. Requirements. If applicable, the non-Federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which

he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

COMPLIANCE WITH THE 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. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-Federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

COMPLIANCE WITH THE 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 FEMA 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

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open
market, or contracts for transportation or transmission of intelligence.

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause: 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 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 FEMA 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 non-profit 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

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-Federal entity of amounts in excess of $150,000 under a federal grant.

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/Grant Administration Firm Acting on Behalf of 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 agrees that the County/Grant Administration Firm Acting on Behalf of 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.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

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

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

SUSPENSION AND DEBARMENT:

(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 and2 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 the County. 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 the 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

a. Standard. 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. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R.Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
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.

c. Required Certification.

If applicable, contractors must sign and submit to the non-Federal entity the **"Certification Regarding Lobbying" Form** included within these bid specifications.

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 **C**.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non-Federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with
maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste

management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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.

Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines website:
https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts.

Although FEMA does not currently require additional provisions, FEMA recommends the following:

1. ACCESS TO RECORDS

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

ACCESS TO RECORDS:

The following access to records requirements apply to this contract:

(1)The Contractor agrees to provide the local/state/federal entity providing funding for this project, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this 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 the FEMA Administrator or their 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, the 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.

2. 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.

3. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a 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.

"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."

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

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA 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, FEMA policies, procedures, and directives."

5. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the 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.

"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."

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

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details

the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

"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 and (2) Numbered 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 check for any addenda and/or additional instructions that have been posted. Failure to return all required forms could result in a response being declared as non-responsive.

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."

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

FORM 1295 Exemptions:

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

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

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

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

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

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

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 ; phone: 409-835-8593), regarding any questions or comments. Please reference bid number **IFB 21-020/JW**.

Questions of a technical nature regarding these bid specifications may be directed to Major Clay Woodward with the Jefferson County Sheriff's Office Special Operations Division at 409-726-2950 or email: cwoodward@co.jefferson.tx.us

Scope

Jefferson County is soliciting bids for a Camera System to be utilized on a Bell 407 Helicopter that is operated by the Jefferson County Sheriff's Office Special Operations Division.

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).

Bidders, please be sure to review these bid specifications carefully, as the item(s) that you are offering must MEET or EXCEED these specifications.

***REQUIRED* with Bid Submission:**

- **Itemized Comparison:**

Bidder shall submit an Itemized Comparison documenting equivalence for dimensions, quality, performance, and features of the products offered – *in comparison with* the technical specifications included in this Invitation for Bid.

- **Manufacturer Specifications:**

Bidder shall submit a copy of the Manufacturer's Specifications (to include full warranty terms and customer support option(s) available).

Technical Specifications

Camera Sensor Specifications:

- 10.25" max turret dia. (excluding connector interface) ***(less than 11")***

- 14.0" max turret height (excluding mounting interface)

- 38 lbs. max turret weight (excluding mounting interface) ***(less than 40 lbs)***

- Four Axis active stabilization

  2-axis inner (pitch/yaw) and 2-axis outer (azimuth/elevation)

  6 -axis passive vibration isolation (pitch/roll/yaw)

- Fully integrated/compatible with the Churchill ARS, AeroComputers UC-6000, CartNav AIMS and Force X mapping systems

- 15 micro-radian or less typical stability on all sensors without the use of external vibration isolator, fast steering mirrors or other electronic image stabilization methods.

-Elevation Coverage: +90° to -120°

-Azimuth Coverage: 360° continuous

- Integrated missile grade IMU mounted on the optical bench to support both gimbal stability and geo-pointing (co-located with imaging sensors). ≤2.5mrad pointing typical accuracy. Embedded GPS.

- 1920 X 1080 CMOS HD color sensor (EOW) with 30.2° x 1.2° optical HFOV (720P). 1080p or 720p video format

- 1920 X 1080 CMOS color daylight spotter-scope sensor (EON) with a fixed HFOV of 0.61° degree's (720P). 1080p or 720p video format

- 1280 X 720 Mid-Wave 8 micron pixel pitch IR Camera (HDIR) with 30.2° X 2.9° continuous optical zoom or step zoom (operator selectable) or 640 X 512 Mid-Wave IR Camera with 30.0 – 1.8° HFOV, continuous optical zoom or step zoom (operator selectable). 1080p or 720p video format

- Optional Low Light Monochrome EMCCD sensor 640 X 480 with 40.8 degree to 2.38° continuous zoom. 1080p or 720p video format

- Combined Laser Illuminator (Pointer) / Laser Range Finder (CLIRF) payload option. LI 852nm diode laser combined with a 1.54µm Laser Range Finder with 20km range.

- 2X & 4X digital zoom on all sensors

- Enhanced Image Processing for both IR and EO sensors (Local Area Contrast Enhancement, Digital Contrast Enhancement, Edge Sharpening, Image Noise Reduction)

Camera Sensor Specifications (Continued):

- Picture-In-Picture (PiP) and Pseudo-Color IR standard

- Optional Image Blending/Fusion

-Available Interfaces RS-422, RS-232, Mil-Std-1553B and Ethernet. Interface with third party Moving Map Systems.

- Power requirements 112 w (280 W max), 4 amp steady state (10 amp max)

System Controller Specifications:

Ruggedized Hand Controller with integrated backlighting, not to exceed 2.2Lbs and 4.25' (W) x 9" (L) x 3" (D)

Installation:

The vendor *shall not be required* to install this equipment. Type text here

Support:

- Field Support technicians for on-site service support
- Multiple North American support/repair centers
- 24 month / 1,000 hour standard warranty

Bid Form

Item No.	Item Description	Total Bid Price
1	**Camera System (for Bell 407 Helicopter)** **Make:** Wescam **Model:** MX-10	$ 496,458 . 00

Bid Price:

Total Bid Price to include the Camera System and Components as described in these specifications; to include warranty.

Projected Delivery Lead Time from Date of Purchase:	26 **weeks**

Acknowledgment of Addenda (if any):

Addendum 1 BSC Date Received 04/21/2021
Addendum 2 _____ Date Received _____
Addendum 3 _____ Date Received _____

REQUIRED* with Bid Submission:

- **Itemized Comparison**

Bidder shall submit an Itemized Comparison documenting equivalence for dimensions, quality, performance, and features of the products offered – *in comparison with* the technical specifications included in this Invitation for Bid.

- **Manufacturer Specifications:**

Bidder shall submit a copy of the Manufacturer's Specifications (to include full warranty terms and customer support option(s) available).

Bidder: Complete & Return this Form with Offer.

INSERT COPY OF ITEMIZED COMPARISON BEHIND THIS PAGE

19931 Stuebner Arline Road,

ACTIONABLE INTELLIGENCE

L3HARRIS™
FAST. FORWARD.

WESCAM MX™-10.
FULLY DIGITAL. HIGH DEFINITION.

PAYLOAD SPECIFICATIONS

Sensor Options for Thermal Imager (Select #1a or #1b)

Sensor #1a - Thermal Imager:

Type:	3-5µm staring array
Resolution:	640 x 512 Pixels
Fields-of-View:	30.0° to 1.8°, Continuous Zoom

Sensor #1b - HD Thermal Imager:

Type:	3-5µm staring array
Resolution:	1280 x720 Pixels
Fields-of-View:	30.2° to 2.8°, Continuous Zoom

Sensor #2 - HD Daylight Continuous Zoom:

Type:	CMOS
Resolution:	1920 x 1080 Pixels
Fields-of-View:	31.2° to 1.2°

Sensor #3 - Low-Light Continuous Zoom:

Fields-of-View:	40.8° to 2.4°

Sensor #4 - HD Daylight Spotter:

Type:	CMOS
Resolution:	1920 x 1080 Pixels
Fields-of-View:	0.61°

Sensor #5 - Laser Rangefinder (LRF):

Wavelength:	1.54µm
Range:	20km max.

Sensor #6 - Laser Illuminator[1]:

Mode:	Continuous, Pulsed
Wavelength:	852nm
Beam Divergence:	Wide or Narrow

Additional WESCAM MX-10 Features:

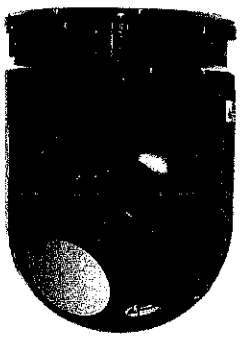
IMU:	Mounted on optical bench
AutoTracker:	Embedded (option)
GPS Receiver:	Embedded (option)
Moving Target Indicator:	Embedded (option)
Notes:	**2x, 4x Ezoom** is available to increase magnification
	720p FOVs. Consult factory for 1080p and analog FOVs
	All FOVs are horizontal

TURRET SPECIFICATIONS

Stabilization and Steering	(4) Axis + (6) DoF Isolator Azimuth Range: Continuous 360° Elevation Range: +90° to -120°

SYSTEM SPECIFICATIONS

WESCAM MX-10 Turret	<38 lbs / 17.3 Kg (all sensors), 10.24"(D) x 13.98"(H), 260mm (D) x 355mm (H)
Power	MIL-STD-704E, 28 VDC, 10 Amps max., 4 Amp steady state



FEATURES AND BENEFITS

> Multi-sensor Imaging/Lasing Payload Options

> High-Performance Gimbal

> Advanced Image Processing

> Interface Flexibility

> Ruggedness

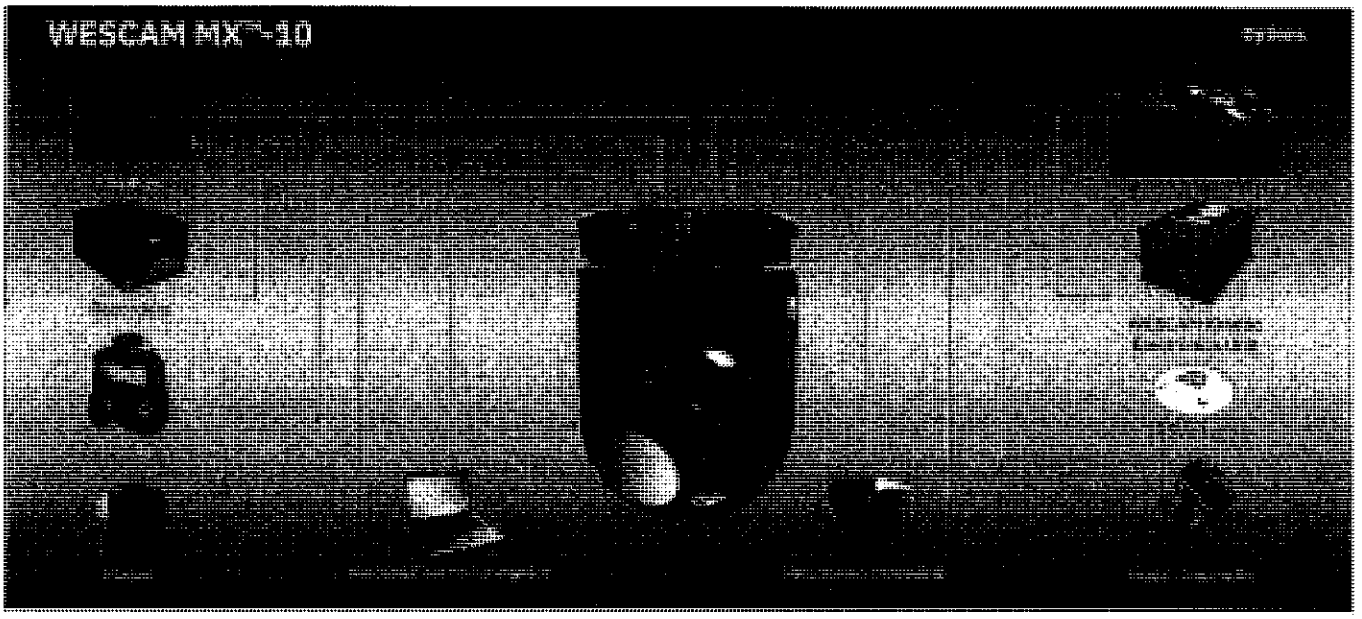
> Simplified Aircraft Integration

The WESCAM MX-10 is an advanced, industry-leading stabilized multi-sensor, multi-spectral imaging system that is renowned for high performance, operator ease-of-use, and reliability. It's ideal for a wide range of missions, including low altitude covert intelligence, surveillance, and reconnaissance, armed reconnaissance, search and rescue. The system provides imagers for optimal performance in a wide range of conditions; bright sunlight, overcast/dusk, smoke, and complete darkness. That is supported by a suite of advanced image processing algorithms for noise reduction, sharpening, and local area contrast enhancement that aid feature recognition.

Superior stabilization is the key to achieving the maximum target detection, recognition, and identification range performance from the imagers. The WESCAM MX-10 achieves this with a hybrid active and passive jitter suppression system. This proven architecture stabilizes all devices on the optical bench equally. In addition, stable and accurate target geolocation ensures that the crosshairs stay on a stationary target, regardless of changes to aircraft position, attitude, and heading. This significantly reduces the operator burden in keeping eyes on target.

Advanced processing features such as object tracking, image blending, and moving target indication further serve to automate the search and tracking process, allowing the operator to focus on the target versus the equipment.

To ensure that the WESCAM MX-10 is fit for the mission, it is fully qualified to MIL-STD-810 for environmental withstanding, MILSTD-461 for electromagnetic compatibility, and MIL-STD-704 for power quality.



VIDEO INTERFACES

Built-in video switch matrix

3 independent HD-SDI output channels available

4 analog video (NTSC or PAL) output channels available

DATA INTERFACES

Interface Types: RS-232/422, Ethernet, MIL-STD-1553B, ARINC 429

Functional Interfaces: Aircraft GPS/INS, Remote Control, Moving Map, Microwave / Data Link, Searchlight, Radar, Metadata / Status

HMI Options: Moving Map, Mission Console

Compatible with WESCAM Microwave Communications Equipment.

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1025 W. NASA Boulevard
Melbourne, FL 32919
t 1 800 668 4355
info.wescam@L3Harris.com

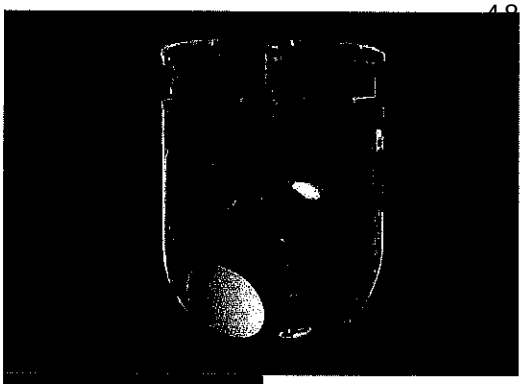
The information contained within this product data sheet is not subject to export controls and may be released without export restrictions. The equipment described herein may require Canadian and/or U.S. Government authorization for export purposes. Diversion contrary to Canadian and/or U.S. law is prohibited.

INSERT COPY OF
MANUFACTURER'S SPECIFICATIONS
BEHIND THIS PAGE

L3HARRIS™
FAST. FORWARD.

WESCAM MX™-10.
FULLY DIGITAL. HIGH DEFINITION.

A Small, Multi-Sensor, Multi-Spectral Imaging System in a Single Line Replaceable Unit (LRU)



ACTIONABLE INTELLIGENCE

The WESCAM MX-10 is ideal for low-altitude, tactical surveillance & search and rescue (SAR) missions requiring low-weight installation flexibility.

MULTI-SENSOR IMAGING/LASING PAYLOAD OPTIONS

> Supports six payload items simultaneously

> HD thermal, HD daylight and low-light cameras provide 24/7 imaging

> Continuous zoom IR and EO

> High-magnification spotter

> High-sensitivity color low-light imaging

> Eye-safe laser rangefinder

> Laser illuminator[1] in choice of narrow or wide divergence

HIGH-PERFORMANCE GIMBAL

> 4-axis stabilized turret with internal passive isolator for excellent stabilization performance

> Sharp optics and superior stabilization performance results in industry leading target detection, recognition and identification range performance in the 10" class

> Inertial Measurement Unit (IMU) mounted to optical bench for high target location accuracy

> Inertial Navigation System (INS) auto-align to aircraft

ADVANCED IMAGE PROCESSING

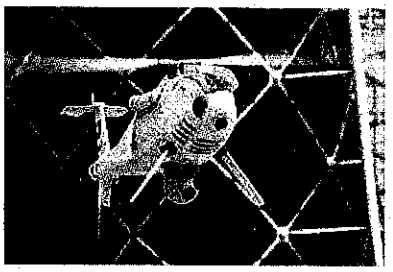
> Real-time image enhancement on all sensors

- High-performance haze penetration
- Improved feature recognition and ID
- 2x, 4x Ezoom
- Advanced video tracker
- Imaging blending
- Embedded Moving Target Indication
- Pseudo-color IR

WESCAM ADVANCED VIDEO ENGINE (WAVE)

> A high-performing embedded computing engine engineered to support advanced image-processing capabilities

> WAVE architecture includes a state-of-the-art graphics processing unit (GPU) - enabling future advancements in image processing & surveillance automation



INTERFACE FLEXIBILITY

> Built-in video switch matrix provides multiple HD-SDI and analog video outputs

> 720p or 1080p HD video

> Wide range of data ports: RS-232/422, Ethernet, MIL-STD-1553B, ARINC429

> All standard WESCAM MX-Series command and control, moving map, searchlight, and radar interfaces

RUGGEDNESS

> Rugged aerospace grade aluminum structure

> MilSpec environmental, EMC, and power quality qualification

> Built-in vibration isolator protects internal payload components

> Rigorous environmental stress screening (ESS)

> Designed to minimize maintenance requirements and simplify repair

SIMPLIFIED AIRCRAFT INTEGRATION

> 38 lbs turret

> Electronics unit inside the turret

> Built-in vibration isolation

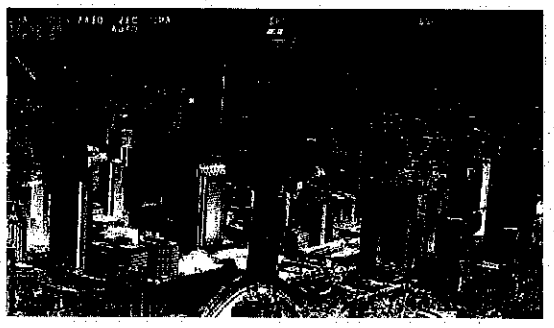
> Built-in GPS receiver

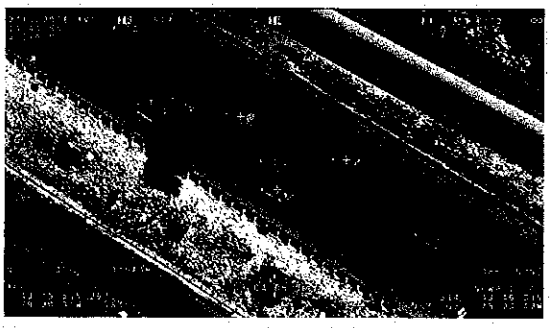
> <14" turret height for better ground clearance

> Compatible with standard quick disconnect mounts

> Side mounted connectors for recessed installations

> No calibration required for LRU swapout





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1025 W. NASA Boulevard
Melbourne, FL 32919
t 1 800 668 4355
info.wescam@L3Harris.com

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HSI
HELICOPTER SERVICES INC.

Hooks Airport
19931 Stuebner Airline Road
Spring, Texas 77379

Warranty

Manufacturer is extending the standard warranty.

Equipment Warranty Period: Two (2) years from the date of shipment by the seller or 1,000 hours of operation, whichever occurs first.

Bidder Information Form

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

Bid Number & Name: (IFB 21-020/JW) Camera System (for Bell 407 Helicopter) for the Jefferson County's Sheriff's Office

Bidder's Company/Business Name: Helicopter Services, Inc.

Bidder's TAX ID Number: 76-0475488

Contact Person: Michael S. Crossland **Title:** General Manager

Phone Number (with area code): 281-370-4354

Alternate Phone Number if available (with area code): 406-560-8773

Fax Number (with area code): 281-251-1207

Email Address: mcrossland@heliserv.com

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

19931 Stuebner Airline Road
Address
Spring, TX 77379
City, State, Zip Code

Bidder: Complete & Return this Form with Offer.

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): 1, _____, _____, _____.

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

Helicopter Services, Inc.
Company Name

19931 Stuebner Airline Road
Address

Spring, TX 77379
City State Zip

Signature of Person Authorized to Sign

Michael S. Crossland
Printed Name

General Manager
Title

For clarification of this offer, contact:

Michael S. Crossland
Name

281-370-4354 281-251-1207
Phone Fax

mcrossland@heliserv.com
E-mail

Bidder: Complete & Return this Form with Offer.

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: **Camera System (for Bell 407 Helicopter) for the Jefferson County Sheriff's Office.**

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. 21-020/JW, Camera System (for Bell 407 Helicopter) for the Jefferson County Sheriff's Office. 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: Complete & Return this Form with Offer.

Vendor References Form

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: Harris County Sheriff's Office

Address: 8319 Thora Lane, Hngr E-3, Spring, TX 77379

Contact Person and Title: Lt. Don Plant

Phone: 281-320-1060 Fax: 281-320-1029

Email Address: don.plant@sheriff.hctx.net Contract Period: 11/2013 - Present

Scope of Work: Scheduled/unscheduled maintenance, inspections, service bulletins, airworthiness directives

REFERENCE TWO

Government/Company Name: DeSoto Parish Sheriff's Office

Address: 205 Franklin St., Mansfield, LA 71052

Contact Person and Title: Lt. Kenny Gingles

Phone: 318-872-3956 Fax:

Email Address: kgingles@dpso.org Contract Period: 05/2016 - Present

Scope of Work: Scheduled/unscheduled maintenance, inspections, service bulletins, airworthiness directives

REFERENCE THREE

Government/Company Name: Missouri Department of Conservation

Address: 230 Commerce Dr., Suite 301, Jefferson City, MO 65109

Contact Person and Title: Mark McLemore

Phone: 573-751-2724 Fax:

Email Address: mark.mclemore@mdc.mo.gov Contract Period: 02/2020 - Present

Scope of Work: Supply a new turbine helicopter including completion services and on going maintenance/parts.

Bidder: Complete & Return this 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.

Helicopter Services, Inc.	
Bidder (Entity Name)	Signature
19931 Stuebner Airline Road	Michael S. Crossland
Street & Mailing Address	Print Name
Spring, TX 77379	05/11/2021
City, State & Zip	Date Signed
281-370-4354	281-251-1207
Telephone Number	Fax Number
mcrossland@heliserv.com	
E-mail Address	

Bidder: Complete & Return this Form with Offer.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

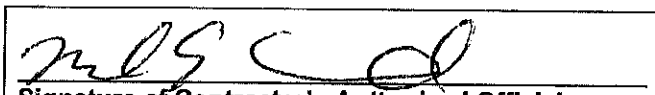
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this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

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

19931 Stuebner Airline Road

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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Michael S. Crossland, General Manager

Name and Title of Contractor's Authorized Official *(Please Print)*

05/11/2021

Date

Bidder: Complete & Return this Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Helicopter Services, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

N/A

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

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

4

Signature of vendor doing business with the governmental entity

05/21/2021

Date

Adopted 8/7/2015

Bidder: Complete & Return this Form with Offer.

Local Government Officer
Conflicts Disclosure Statement – OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

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

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

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

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

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

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

Note: This Form is for Office Use Only.

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.

Michael S. Crossland
Printed Name of Authorized Representative

Signature

General Manager
Title

05/11/2021
Date

Bidder: Complete & Return this Form with Offer.

HSI
HELICOPTER SERVICES INC.

Hooks Airport
19931 Stuebner Airline Road
Spring, Texas 77379

Good Faith Effort (GFE)

Determination Checklist

Helicopter Services, Inc. (HSI) does not intend to utilize subcontractors in the fulfillment of this contract.

HSI has the capacity to fulfill this contract exclusively; there is no opportunity for subcontractors.

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): _____

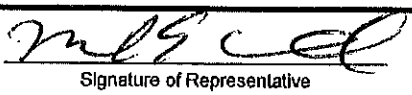
Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

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: _____

Michael S. Crossland		05/11/2021
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: Complete & Return this Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

This information must be submitted with your bid.

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

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder: Complete & Return this Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet **(Duplicate as Needed)**

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

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

Bidder: Complete & Return this Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

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

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

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

- ☐ All subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☒ Other: No Sub Contractors will be used. There is no opportunity available.

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: Complete & Return this Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): Michael S. Crossland

Title: General Manager

Signature: [signature]

Date: 05/11/2021

E-mail address: mcrossland@heliserv.com

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

Name (print or type): Robin Crossland

Title: Office Manager

Date: 05/11/2021

E-mail address: rcrossland@heliserv.com

Bidder: Complete & Return this 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 Helicopter Services, Inc. [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

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

Taxpayer Identification Number (T.I.N.):	76-0475488
Company Name submitting bid/proposal:	Helicopter Services, Inc.
Mailing address:	19931 Stuebner Airline Road, Spring, TX 77379
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

Jefferson County Tax Acct. No.*	Property address or location**
N/A	

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

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

Bidder: Complete & Return this Form with Offer.

House Bill 89 Verification

I, Michael S. Crossland, the undersigned representative of (company or business name) Helicopter Services, Inc. (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and

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

Pursuant to Section 2270.001, Texas Government Code:

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

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

Signature of Company Representative

05/11/2021
Date

On this 11th day of May, 2021, personally appeared

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

Notary Seal

Robin Crossland
Notary Signature

ROBIN CROSSLAND
Notary Public
State of Texas
ID # 12681306-2
My Comm. Exp. 11-20-2021

05/11/2021
Date

Bidder: Complete & Return this 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.

Helicopter Services, Inc.
Company Name

21-020/JW
IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

Bidder: Complete & Return this Form with Offer.

Bid Affidavit

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

STATE OF Texas COUNTY OF Harris

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

on this day personally appeared Michael S. Crossland (name), who

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

"I, Michael S. Crossland (name) am a duly authorized officer of/agent

for Helicopter Services, Inc. (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Helicopter Services, Inc. (name of firm).

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

Name and address of bidder: Helicopter Services, Inc.

19931 Stuebner Airline Road, Spring, TX 77379

Fax: 281-251-1207 Telephone# 281-370-4354

by: Michael S. Crossland (print name) Title: General Manager

Signature: [signature]

SUBSCRIBED AND SWORN to before me by the above-named
Michael S. Crossland, General Manager, Helicopter Services, Inc. on

this the 11th day of May, 2021.

[signature]
Notary Public in and for
the State of Texas

ROBIN CROSSLAND
Notary Public
State of Texas
ID # 12681308-2
My Comm. Exp. 11-20-2021

Bidder: Complete & Return this Form with Offer.

CERTIFICATE OF INSURANCE FOR SERVICES

This certificate of insurance is provided for informational purposes only. This certificate does not confer any rights or obligations other than the rights and obligations conveyed by the policies referenced on this certificate. The terms of the referenced policies control over the terms of this certificate.

Prior to the beginning of work, the vendor shall obtain the minimum insurance and endorsements specified.

Insured: Helicopter Services, Inc.

Street/Mailing Address: 19931 Stuebner Airline Road

City: Spring State: Texas Zip Code: 77379

Phone Number: 281-370-4354 Vendor EIN Number (11 digits): 1-76-0475488-1

Workers' Compensation Insurance Coverage:
Endorsed with a Waiver of Subrogation in favor of TxDOT.

Carrier Name: Mitsui Sumitomo Insurance Group USA			Carrier Phone Number: 908-604-2900		
Address: 15149 Collection Center Drive			City: Chicago	State: IL	Zip: 60693
Type of Insurance	Policy Number	Effective Date	Expiration Date	Enter Limits of Liability	
Workers' Compensation	WCP9116397	12/01/2020	02/01/2021	1,000,000	
DO NOT COMPLETE THIS FORM UNLESS WORKERS' COMPENSATION IS ENDORSED WITH A WAIVER OF SUBROGATION IN FAVOR OF TxDOT.					

Commercial General Liability Insurance:
Endorsed with TxDOT as Additional Insured and with a Waiver of Subrogation in favor of TxDOT.

Carrier Name: Endurance American Insurance Co.			Carrier Phone Number: 949-851-2060		
Address: 19000 MacArthur Blvd. Ste. 600			City: Irvine	State: CA	Zip: 92612-1445
Type of Insurance	Policy Number	Effective Date	Expiration Date	Enter Limits of Liability	
Commercial General Liability including: Bodily Injury Property Damage	NAF6036958	12/01/2020	12/01/2021	-Occurrence Limit $10,000,000 -General Aggregate Limit and Hangar Keeper's Legal Liability $20,000,000 -Products Completed Operation Aggregate Limit $10,000,000 -Personal Injury & Advertising Injury Aggregate Limit $10,000,000	
DO NOT COMPLETE THIS FORM UNLESS OTHER INSURANCE COVERAGE (i.e. GARAGE KEEPERS INSURANCE, OR OTHER) INCLUDES ADDITIONAL INSURED AND WAIVER OF SUBROGATION ENDORSMENTS IN FAVOR OF TxDOT.					

Commercial Automobile Insurance:
Endorsed with TxDOT as Additional Insured and with a Waiver of Subrogation in favor of TxDOT.

Carrier Name: Preferred Aviation Underwriters			Carrier Phone Number: 212-458-5000		
Address: 175 Water Street			City: New York	State: NY	Zip: 10038
Type of Insurance	Policy Number	Effective Date	Expiration Date	Enter Limits of Liability	
Commercial Automobile Bodily Injury Property Damage	Hired Autos Non-Owned Autos 01-CA-019048809-8	12/01/2020	12/01/2021	1,000,000 Combined Single Limit	
DO NOT COMPLETE THIS FORM UNLESS COMMERCIAL AUTOMOBILE LIABILITY INSURANCE INCLUDES ADDITIONAL INSURED AND WAIVER OF SUBROGATION ENDORSMENTS IN FAVOR OF TxDOT.					

Other Insurance Coverage: i.e. Garage keepers insurance, or other.
Endorsed with TxDOT as Additional Insured and with a Waiver of Subrogation in favor of TxDOT.

Carrier Name:			Carrier Phone Number:		
Address:			City:	State:	Zip:
Type of Insurance	Policy Number	Effective Date	Expiration Date	Enter Limits of Liability	

DO NOT COMPLETE THIS FORM UNLESS OTHER INSURANCE COVERAGE (i.e. GARAGE KEEPERS INSURANCE, OR OTHER) INCLUDES ADDITIONAL INSURED AND WAIVER OF SUBROGATION ENDORSMENTS IN FAVOR OF TxDOT.

AGENT CERTIFICATION

THIS IS TO CERTIFY to TxDOT, acting on behalf of the State of Texas, that the insurance policies above are in full force and effect.

Name of Insurance Company: Brock Insurance Group, LC
Company Address: PO Box 712450
City: Cottonwood Heights State: UT Zip: 84171-2450
Authorized Agent's Phone Number
Area Code (801) 733-8500

Name of Authorized Agent: Angie Evans
Agent's Address: 2469 E Fort Union Blvd.
City: Cottonwood Heights State: UT Zip: 87121
Original Signature of Authorized Agent
Angie Evans Digitally signed by Angie Evans Date: 2021.04.29 16:55:24 -06'00' 4/29/2021
Date

JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT
1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593 phone

ADDENDUM TO IFB

IFB Number:	IFB 21-020/JW
IFB Title:	Camera System (for Bell 407 Helicopter) for the Jefferson County Sheriff's Office
IFB Due:	**11:00 am CT, Wednesday, May 12, 2021 (Per this Addendum)**
Addendum No.:	1
Issued (Date):	April 21, 2021

TO BIDDER: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB package – **including all addenda.** For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed proposal.** If the Proposal has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and Opening Date and Time, as stated above.

Reason for Issuance of this Addendum:

- **Bid Due Date Extended to: 11:00 am, CT, Wednesday, May 12, 2021**
- **Revised Technical Specifications**
- **Revised Bid Form**

The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Bidder:

ATTEST:

Witness

Witness

Approved by ____ Date: _____

Authorized Signature (Bidder)

General Manager
Title of Person Signing Above

Helicopter Services, Inc.
Typed Name of Business or Individual

19931 Stuebner Airline Road, Spring, TX 77379
Address

REVISED Technical Specifications

CAMERA SENSOR:

- 10.25" max turret dia. (excluding connector interface) ***(less than 11")***

- 14.0" max turret height (excluding mounting interface)

- 38 lbs. max turret weight (excluding mounting interface) ***(less than 40 lbs)***

- Four Axis active stabilization
  2-axis inner (pitch/yaw) and 2-axis outer (azimuth/elevation)
  6 -axis passive vibration isolation (pitch/roll/yaw)

- Fully integrated/compatible with the Churchill ARS, AeroComputers UC-6000, CartNav AIMS and Force X mapping systems

- 15 micro-radian or less typical stability on all sensors without the use of external vibration isolator, fast steering mirrors or other electronic image stabilization methods

-Elevation Coverage: +90° to -120°

-Azimuth Coverage: 360° continuous

- Integrated missile grade IMU mounted on the optical bench to support both gimbal stability and geo-pointing (co-located with imaging sensors). ≤2.5mrad pointing typical accuracy. Embedded GPS.

- 1920 X 1080 CMOS HD color sensor (EOW) with 30.2° x 1.2° optical HFOV (720P). 1080p or 720p video format

- 1920 X 1080 CMOS color daylight spotter-scope sensor (EON) with a fixed HFOV of 0.61° degree's (720P). 1080p or 720p video format

- 1280 X 720 Mid-Wave 8-micron pixel pitch IR Camera (HDIR) with 30.2° X 2.9° continuous optical zoom or step zoom (operator selectable) or 640 X 512 Mid-Wave IR Camera with 30.0 – 1.8° HFOV, continuous optical zoom or step zoom (operator selectable). 1080p or 720p video format

- Optional Low Light Monochrome EMCCD sensor 640 X 480 with 40.8 degree to 2.38° continuous zoom. 1080p or 720p video format

~~- Combined Laser Illuminator (Pointer) / Laser Range Finder (CLIRF) payload option. LI 852nm diode laser combined with a 1.54µm Laser Range Finder with 20km range~~. **OMIT THIS FEATURE**

- 2X & 4X digital zoom on all sensors

- Enhanced Image Processing for both IR and EO sensors (Local Area Contrast Enhancement, Digital Contrast Enhancement, Edge Sharpening, Image Noise Reduction)

- Picture-In-Picture (PiP) and Pseudo-Color IR standard

- Optional Image Blending/Fusion

-Available Interfaces RS-422, RS-232, Mil-Std-1553B and Ethernet. Interface with third party Moving Map Systems

- Power requirements 112 w (280 W max), 4-amp steady state (10 amp max)

REVISED Technical Specifications - Continued

SYSTEM CONTROLLER:

Ruggedized Hand Controller with integrated backlighting, not to exceed 2.2Lbs and 4.25' (W) x 9" (L) x 3" (D)

CONNECTOR, CABLE KIT, AND PURGE KIT/OPERATION MAINTENANCE KIT:

Turret Connection Kit:

To include the following system mating connectors:

- TUR-P1 Primary
- TUR-P2 Signal
- TUR-P3 Video

Notes:
- TUR-J4 GPS connector are not to be included.
- Back-shells are not to be included.

Straight-Through Integrator Cable Kit:

Integrator Cable Kit for Straight-Through applications; complete with a set of unterminated cable bundles with standard connectors, contacts and straight back-shells supplied:

- Primary Turret Cable (10m)
- Enhanced Communications Cable (10m)
- Enhanced Video Cable (10m)

Notes:
- Cable drawings provided for integrator installation.
- 90 degree back-shells & straight back-shells included

Purge Kit / Operational Maintenance Kit:

- Pelican storage case
- Air-hose with 1/4"End Fitting
- Absolute Pressure Reducing Regulator
- Pressure Gauges (2):
  - Schrader Valve Socket

Purge Adapter:
- Recommended for high dew point environments
- Includes Service Bulletin #00103

Thermal Imager, cooled:
- HD 1280 X 720 pixel, continuous zoom
- Replaces SD Thermal Imager

REVISED Technical Specifications - Continued

ELECTRO OPTIC NARROW (EON) DAY TV CARNER/SPOTTER:

- Spotter, High sensitivity color imager HD i 920 X 1080 pixel

ADVANCED VIDEO TRACKER:

- Functions on any imaging sensor video

Note: To include AVGT mode

INTERNAL GPS SYSTEM:

- Geo-referenced target location
- GPS to include antenna and embedded receiver
- LRF required

REMOTE CONTROL SUBSYSTEM (RCS) INTERFACE:

- Remote control subsystem (RCS) interface
- Control turret by a host computer/ mission system
- Supported on one of RS-422t EU1ernet, or MIL-STD-1553b port

MOUNTING SYSTEM:

- Mounting System is NOT included in this bid.

Installation:

The vendor *shall not be required* to install this equipment.

Support:

- Field Support technicians for on-site service support
- Multiple North American support/repair centers
- 24 month / 1,000 hour standard warranty

REVISED Bid Form

Item No.	Quantity	Item Description	Total Bid Price
1	1	**Camera System (for Bell 407 Helicopter)** **Make:** Wescam **Model:** MX-10	$ 498,468 . 00

Bid Price:

Total Bid Price to include the Camera System and Components as described in these specifications; to include warranty.

Projected Delivery Lead Time from Date of Purchase:	26 **weeks**

Acknowledgment of Addenda (if any):

Addendum 1 MSC Date Received 04/21/2021
Addendum 2 _____ Date Received _____
Addendum 3 _____ Date Received _____

REQUIRED* with Bid Submission:

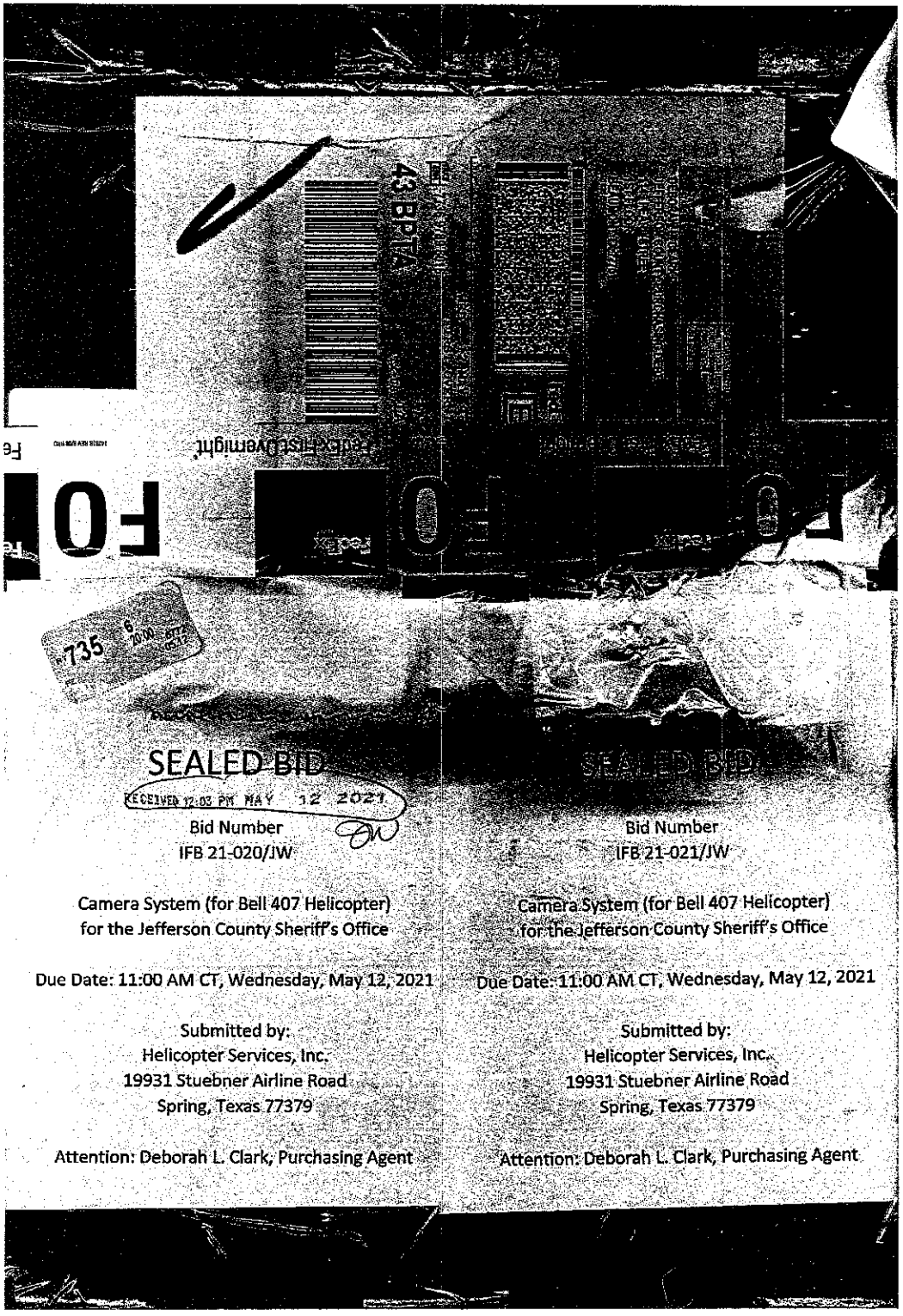
- **Itemized Comparison**

Bidder shall submit an Itemized Comparison documenting equivalence for dimensions, quality, performance, and features of the products offered – *in comparison with* the technical specifications included in this Invitation for Bid.

- **Manufacturer Specifications:**

Bidder shall submit a copy of the Manufacturer's Specifications (to include full warranty terms and customer support option(s) available).

Bidder: Complete & Return this Form with Offer.



SEALED BID

RECEIVED 12:03 PM MAY 12 2021

Bid Number
IFB 21-020/JW

Camera System (for Bell 407 Helicopter)
for the Jefferson County Sheriff's Office

Due Date: 11:00 AM CT, Wednesday, May 12, 2021

Submitted by:
Helicopter Services, Inc.
19931 Stuebner Airline Road
Spring, Texas 77379

Attention: Deborah L. Clark, Purchasing Agent

SEALED BID

Bid Number
IFB 21-021/JW

Camera System (for Bell 407 Helicopter)
for the Jefferson County Sheriff's Office

Due Date: 11:00 AM CT, Wednesday, May 12, 2021

Submitted by:
Helicopter Services, Inc.
19931 Stuebner Airline Road
Spring, Texas 77379

Attention: Deborah L. Clark, Purchasing Agent

L3HARRIS™

Wescam USA Inc.
L3Harris Technologies, Inc.

424 Aviation Blvd.
Santa Rosa, CA 95403
Phone: 707 236-1077
www.L3T.com / www.wescam.com

4 May, 2021

BID NAME:
Camera System (for Bell 407 Helicopter)
- for the Jefferson County Sheriff's Office

DUE DATE/TIME:
11:00 am CT, Wednesday, May 12, 2021 (Per Addendum)

☐ ORIGINAL

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

Reference: **BID NO: IFB 21-020/JW**
~ Addendum No. 1 (IFB 21-020 JW)

Subject: L3Harris Offer 20WUSA102-1 for WESCAM MX-10 EO/IR System

[redacted]

L3HARRIS™

[redacted]

L3Harris looks forward to the opportunity to establish a long-standing relationship with Jefferson County and the Jefferson County Sheriff's Department.

[redacted]

Steve Laird will be in contact with you to further discuss your requirements and the contents of this submission.

Sincerely,

Heather M. Steckel
Principal, Contracts

Email: Heather.Steckel@L3Harris.com
Tel: 707-292-3024

Attachments:

- ☐ Bid Form – completed and signed *(detailed MX-10 configuration and pricing included herein)*
- ☐ Itemized Comparison – *Specification Compliance Matrix (included herein)*
- ☐ Manufactures Specification – *WESCAM MX-10-0401AC-Brochure*
- ☐ Bidder Information – *completed*
- ☐ Offer and Acceptance Form / Offer to Contract – *completed and signed*
- ☐ Acceptance of Offer Form – *signed*
- ☐ Vendor Reference Form – *completed*
- ☐ Signature Page – *completed, signed, and notarized*
- ☐ Certification Regarding Lobbying – *completed and signed*
- ☐ Residence Certification / Tax Form – *completed, signed, and notarized*
- ☐ House Bill 252 Certification – *completed, signed, and notarized*
- ☐ Senate Bill 252 Certification – *completed, signed, and notarized*
- ☐ Bid Affidavit – *completed, signed, and notarized*

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WESCAM MX™-10 Specification Compliance Matrix

Addendum No. 1 (IFB 21-020 JW) / RFQ Requirement:

▪ *Itemized Comparison: Bidder shall submit an Itemized Comparison documenting equivalence for dimensions, quality, performance, and features of the products offered – in comparison with the technical specifications included in this Invitation for Bid.*

REVISED Technical Specifications	Compliance	Comments
CAMERA SENSOR:		
[redacted]		

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REVISED Technical Specifications	Compliance	Comments
[redacted]		

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REVISED Technical Specifications	Compliance	Comments
Notes:		
[redacted]		

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WESCAM MX™-10 / detailed Price Submission

Qty	Model or Part No.	Description	Unit Price	Total Price
[redacted]				
MX-10		WESCAM MX™-10 As Configured Above		$401,060

Cont. WESCAM MX™ -10 detailed Price Submission

[redacted]

	Unit Price	Total Price
[redacted]		
External Equipment / Upgrade Items		
[redacted]		
Total Bid		$415,212

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Wescam USA, Inc. Proposal Specific Terms, Conditions, Notations

Purchase orders and Contracts are to be made out to Wescam USA, Inc.

Wescam USA, Inc., is a wholly owned subsidiary of L3Harris Technologies, Inc.

1. **Precedence:** These Proposal Specific Terms and Conditions along with the supplied Standard Terms and Conditions (document FM1093) or other referenced Terms and Conditions take precedence.

2. **COVID-19 Advisement:** L3Harris (Wescam USA, Inc.) has developed and is submitting this proposal during the declared public health emergency period. As this unprecedented situation continues to evolve there potentially may be impacts to the execution of a resultant Contract to this offer. Such impacts could affect the period of performance, pricing, deliveries, provision of services, ability to travel related to corporate and / or governmental restrictions, etc. L3Harris (Wescam USA, Inc.) reserves the right to modify elements of this offer to reflect any known COVID-19 impact, prior to negotiation / award. We request the inclusion in any resultant Contract of a mutually agreeable Contract modification clause to address impacts from the COVID-19 global pandemic during program execution.

3. **Currency:** All Prices in United States Dollars (USD).

4. [redacted]

5. **Shipping Point:** Delivery terms are CIP (Incoterms 2010) customer location in the United States
Unless explicit written instructions are supplied by the Purchaser, the method of transportation and the route of shipment shall be at Wescam USA, Inc.'s sole discretion. If the Purchaser delays shipment of any items, Wescam USA, Inc. may invoice the Purchaser for said items and hold them at Purchaser's risk and expense, pending instructions from the Purchaser.

6. **Offer Validity:** Offer is valid for 180 days. Prices for configured items or services quoted as optional are only valid with initial order.

7. **Pricing:** Firm Fixed Pricing.

8. **Installation:** On-site installation support consultation is available from Wescam USA, Inc. and can be quoted upon request.

9. **Terms and Conditions: Per Camera System (for Bell 407 Helicopter) for the Jefferson County Sheriff's Office / BID NO: IFB 21-020/JW.**

10. **Colour:** Unless otherwise stated, the standard system colour will be black. Delivery specified below assumes this standard colour. For non-standard colour applications, consult factory for pricing and delivery lead-time.

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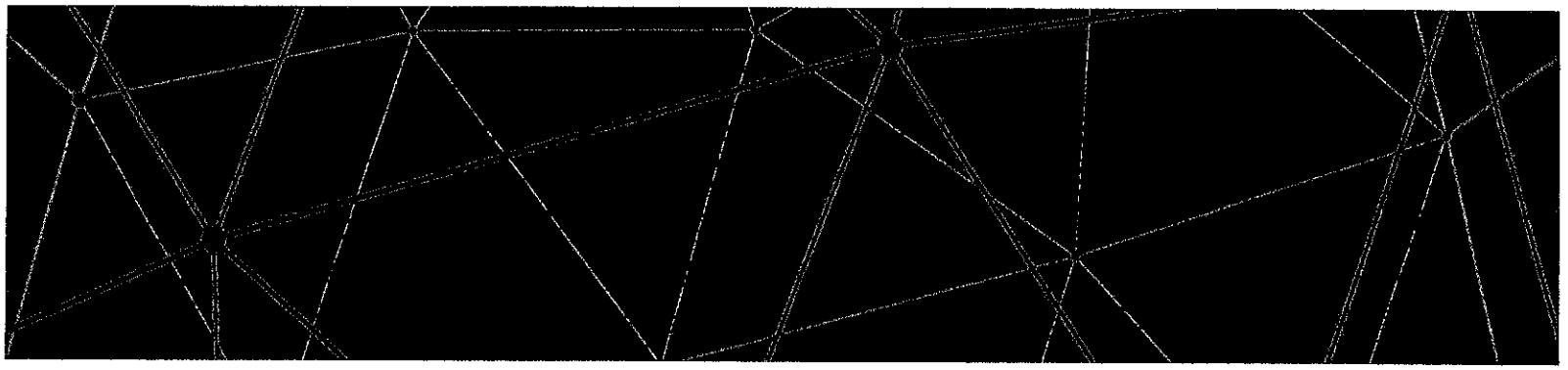
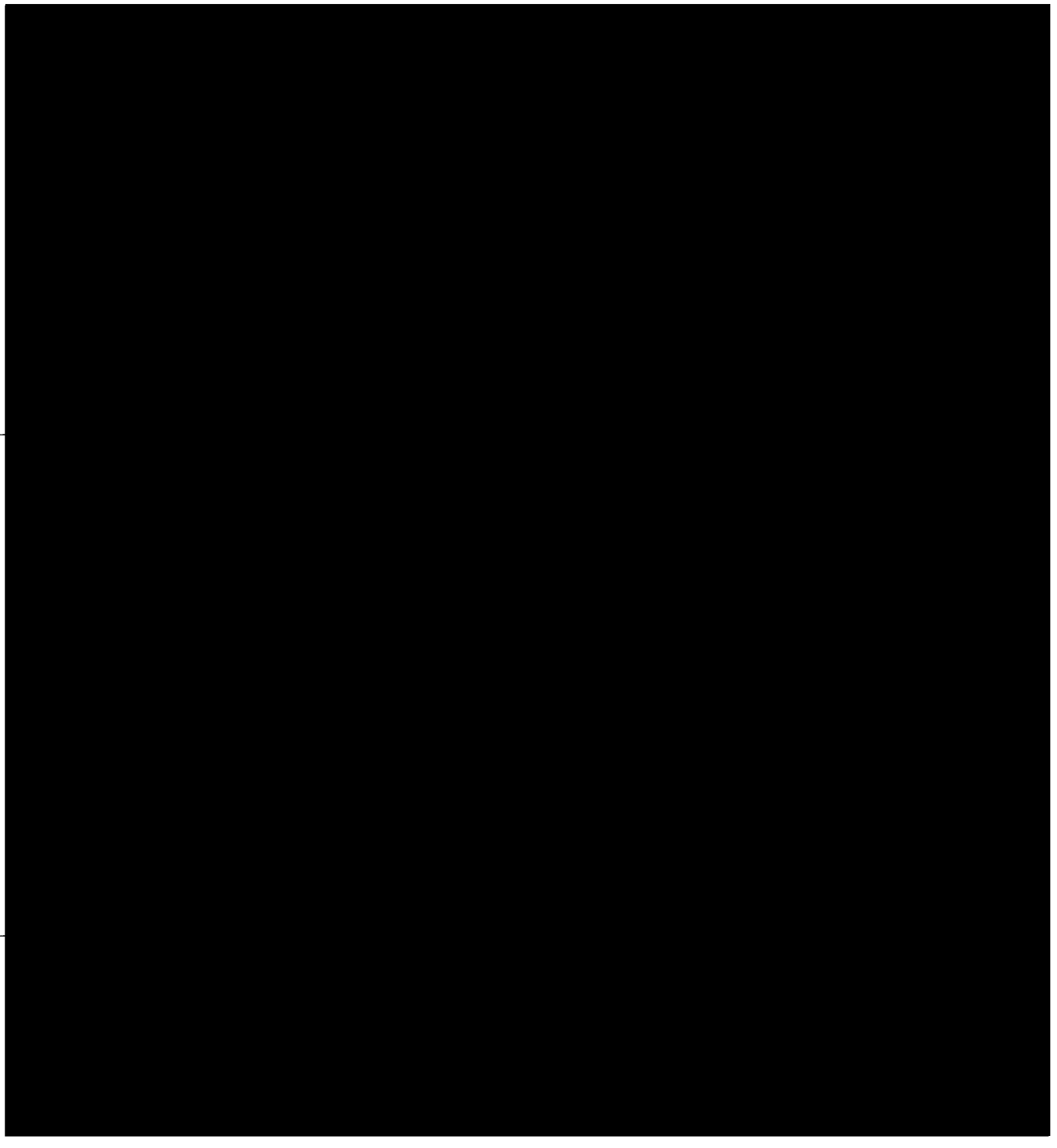
11.	[redacted]
12.	**Delivery:** **Prime Equipment:** Approximately 4 to 6 months after effective contract start date. Depending upon configuration and date of receipt of order, Wescam USA, Inc. may be able to provide an accelerated delivery. Consult Wescam USA, Inc. prior to placement of Purchase Order to confirm delivery commitments. Note: The products / services covered by this proposal may be controlled for export by Canadian Government or other applicable governments. Therefore, the actual delivery date is contingent upon the timely receipt of End Use Certificate(s) and other export documents required to be provided by the Purchaser in addition to the purchase order to allow Wescam USA, Inc. to apply for all applicable export license(s). If the required export license(s) are not approved, or if approved, are subsequently withdrawn or terminated by the required government authorities, then these actions shall relieve Wescam USA, Inc. of its obligations without liability for any damages or consequential losses. Wescam USA, Inc. reserves the right to confirm delivery lead times quoted if optionally quoted items are selected.
13.	**End-User Template and Quoted Delivery:** On submission of the Purchase Order to Wescam, the Buyer is requested to provide completed and signed end use documents (templates attached to this offer), including an End Use Statement (EUS), and if applicable a completed and signed DSP-83. Failure to provide the completed EUS and DSP-83 (if applicable) with the Purchase Order may delay the Export license application process and give cause for Wescam to amend the Purchase Order / Contract delivery schedule.
14.	**Equipment Warranty Period:** Two (2) years from the date of shipment by the seller or 1,000 hours of operation, whichever occurs first. Reference the warranty provision details in FM1093 Appendix - Product Applicable Terms. Extended warranties if offered are effective after end of base warranty period.
15.	**Payment Schedule:** **Hardware:** Payments shall be Net 30 days from delivery. **Payment Method:** All payments are to be made by wire transfer / Electronic Funds Transfer (EFT) (CAD, EUR, GBP or USD) or Automated Clearing House (ACH) transfer (USD only) to Wescam Inc. Account transfer details will be found on invoices when issued.

L3HARRIS™
FAST. FORWARD.

WESCAM MX™-10.
FULLY DIGITAL. HIGH DEFINITION

[redacted]





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

March 30, 2021

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 21-020/JW) Camera System (for Bell 407 Helicopter) for the Jefferson County Sheriff's Office.** 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:	**Camera System (for Bell 407 Helicopter) for the Jefferson County Sheriff's Office**
BID NO:	**IFB 21-020/JW**
DUE DATE/TIME:	**11:00 AM CT, Wednesday, April 28, 2021**
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 L. Clark, Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – March 31, 2021 & April 7, 2021

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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. http://www.co.jefferson.tx.us/purchasing/main.htm

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.

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.

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

Bidder is responsible for submitting:

- One (1) Original Bid Copy and (2) Numbered 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 check for any addenda and/or additional instructions that 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/

DEADLINE FOR QUESTIONS:

The deadline for asking questions in writing or requesting additional information (in writing or in person) is 5:00 pm, Tuesday, April 20, 2021.

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.

In response to the Covid-19 pandemic, Jefferson County has implemented precautionary measures recommended by the CDC within its facilities. Visitors to the courthouse will be required to wear a mask within the courthouse.

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 – 2021:

January 18, 2021	Martin Luther King, Jr. Day	Monday
February 15, 2021	President's Day	Monday
April 2, 2021	Good Friday	Friday
May 31, 2021	Memorial Day	Monday
July 5, 2021	Independence Day	Monday
September 6, 2021	Labor Day	Monday
November 11, 2021	Veteran's Day	Thursday
November 25 & 26, 2021	Thanksgiving	Thursday & Friday
December 23 & 24, 2021	Christmas	Thursday & Friday
December 31, 2021	New Year's	Friday

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 Govemment, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If

Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s).

Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

9. Award

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

Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

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

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

10. Contract

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

11. Waiver of Subrogation

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

12. Fiscal Funding

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

13. Bid Results

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

14. Changes and Addenda to Bid Documents

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

15. Specifications

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid.

Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate.

All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

16. Delivery

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

17. Interpretation of Bid and/or Contract Documents

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

18. Currency

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

19. Pricing

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

20. Notice to Proceed/Purchase Order

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

21. Certification

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

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

22. Definitions

"County" – Jefferson County, Texas.

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

23. Minority-Women Business Enterprise Participation

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

General Conditions of Bidding and Terms of Contract

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

1. Bidding

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

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

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

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

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

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

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

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

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

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

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

1.12 Quantities. Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will

be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

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

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

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

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

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

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

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

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

1.20 Confidential/Proprietary Information

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

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

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

2. Performance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Purchase Orders and Payment

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

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

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

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

4. Contract

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

4.2 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 to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

4.5 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.

4.12 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 PROVISIONS

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 FEMA 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 FEMA grant and co-operative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

If applicable, exact language below in subsection 3.d is required.

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 FEMA 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 non-discrimination 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 sub-contract 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. Standard. All prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be 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. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Non-profit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

c. Requirements. If applicable, the non-Federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which

he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

COMPLIANCE WITH THE 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. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-Federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

COMPLIANCE WITH THE 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 FEMA 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

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open
market, or contracts for transportation or transmission of intelligence.

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause: 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 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 FEMA 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 non-profit 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

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-Federal entity of amounts in excess of $150,000 under a federal grant.

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/Grant Administration Firm Acting on Behalf of 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 agrees that the County/Grant Administration Firm Acting on Behalf of 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.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

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

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

SUSPENSION AND DEBARMENT:

(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 and2 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 the County. 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 the County, the Federal Govemment 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

a. Standard. 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. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R.Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
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.

c. Required Certification.

If applicable, contractors must sign and submit to the non-Federal entity the **"Certification Regarding Lobbying" Form** included within these bid specifications.

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non-Federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with
maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste

management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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.

Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines website:
https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts.

Although FEMA does not currently require additional provisions, FEMA recommends the following:

1. ACCESS TO RECORDS

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

ACCESS TO RECORDS:

The following access to records requirements apply to this contract:

(1)The Contractor agrees to provide the local/state/federal entity providing funding for this project, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this 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 the FEMA Administrator or their 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, the 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.

2. 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.

3. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a 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.

"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."

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

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA 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, FEMA policies, procedures, and directives."

5. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the 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.

"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."

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

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details

the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

"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 and (2) Numbered 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 check for any addenda and/or additional instructions that have been posted. Failure to return all required forms could result in a response being declared as non-responsive.

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 "unswom 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 "unswom declaration."

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

FORM 1295 Exemptions:

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

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

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

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

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

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

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 ; phone: 409-835-8593), regarding any questions or comments. Please reference bid number **IFB 21-020/JW.**

Questions of a technical nature regarding these bid specifications may be directed to Major Clay Woodward with the Jefferson County Sheriff's Office Special Operations Division at 409-726-2950 or email: cwoodward@co.jefferson.tx.us

Scope

Jefferson County is soliciting bids for a Camera System to be utilized on a Bell 407 Helicopter that is operated by the Jefferson County Sheriff's Office Special Operations Division.

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).

Bidders, please be sure to review these bid specifications carefully, as the item(s) that you are offering must MEET or EXCEED these specifications.

***REQUIRED* with Bid Submission:**

- **Itemized Comparison:**

Bidder shall submit an Itemized Comparison documenting equivalence for dimensions, quality, performance, and features of the products offered – *in comparison with* the technical specifications included in this Invitation for Bid.

- **Manufacturer Specifications:**

Bidder shall submit a copy of the Manufacturer's Specifications (to include full warranty terms and customer support option(s) available).

Technical Specifications

Camera Sensor Specifications:

- 10.25" max turret dia. (excluding connector interface) ***(less than 11")***

- 14.0" max turret height (excluding mounting interface)

- 38 lbs. max turret weight (excluding mounting interface) ***(less than 40 lbs)***

- Four Axis active stabilization

  2-axis inner (pitch/yaw) and 2-axis outer (azimuth/elevation)

  6 -axis passive vibration isolation (pitch/roll/yaw)

- Fully integrated/compatible with the Churchill ARS, AeroComputers UC-6000, CartNav AIMS and Force X mapping systems

- 15 micro-radian or less typical stability on all sensors without the use of external vibration isolator, fast steering mirrors or other electronic image stabilization methods.

-Elevation Coverage: +90° to -120°

-Azimuth Coverage: 360° continuous

- Integrated missile grade IMU mounted on the optical bench to support both gimbal stability and geo-pointing (co-located with imaging sensors). ≤2.5mrad pointing typical accuracy. Embedded GPS.

- 1920 X 1080 CMOS HD color sensor (EOW) with 30.2° x 1.2° optical HFOV (720P). 1080p or 720p video format

- 1920 X 1080 CMOS color daylight spotter-scope sensor (EON) with a fixed HFOV of 0.61° degree's (720P). 1080p or 720p video format

- 1280 X 720 Mid-Wave 8 micron pixel pitch IR Camera (HDIR) with 30.2° X 2.9° continuous optical zoom or step zoom (operator selectable) or 640 X 512 Mid-Wave IR Camera with 30.0 – 1.8° HFOV, continuous optical zoom or step zoom (operator selectable). 1080p or 720p video format

- Optional Low Light Monochrome EMCCD sensor 640 X 480 with 40.8 degree to 2.38° continuous zoom. 1080p or 720p video format

- Combined Laser Illuminator (Pointer) / Laser Range Finder (CLIRF) payload option. LI 852nm diode laser combined with a 1.54µm Laser Range Finder with 20km range.

- 2X & 4X digital zoom on all sensors

- Enhanced Image Processing for both IR and EO sensors (Local Area Contrast Enhancement, Digital Contrast Enhancement, Edge Sharpening, Image Noise Reduction)

Camera Sensor Specifications (Continued):

- Picture-In-Picture (PiP) and Pseudo-Color IR standard

- Optional Image Blending/Fusion

-Available Interfaces RS-422, RS-232, Mil-Std-1553B and Ethernet. Interface with third party Moving Map Systems.

- Power requirements 112 w (280 W max), 4 amp steady state (10 amp max)

System Controller Specifications:

Ruggedized Hand Controller with integrated backlighting, not to exceed 2.2Lbs and 4.25' (W) x 9" (L) x 3" (D)

Installation:

The vendor *shall not be required* to install this equipment.

Support:

- Field Support technicians for on-site service support
- Multiple North American support/repair centers
- 24 month / 1,000 hour standard warranty

Bid Form

Item No.	Item Description	Total Bid Price
1	**Camera System (for Bell 407 Helicopter)** **Make:** Wescam **Model:** MX-10	$ 415,212 . 00

Bid Price:

Total Bid Price to include the Camera System and Components as described in these specifications; to include warranty.

Projected Delivery Lead Time from Date of Purchase:	24 **weeks**

Acknowledgment of Addenda (if any):

Addendum 1 X Date Received 4/21/21
Addendum 2 _____ Date Received _____
Addendum 3 _____ Date Received _____

REQUIRED* with Bid Submission:

- **Itemized Comparison**

Bidder shall submit an Itemized Comparison documenting equivalence for dimensions, quality, performance, and features of the products offered – *in comparison with* the technical specifications included in this Invitation for Bid.

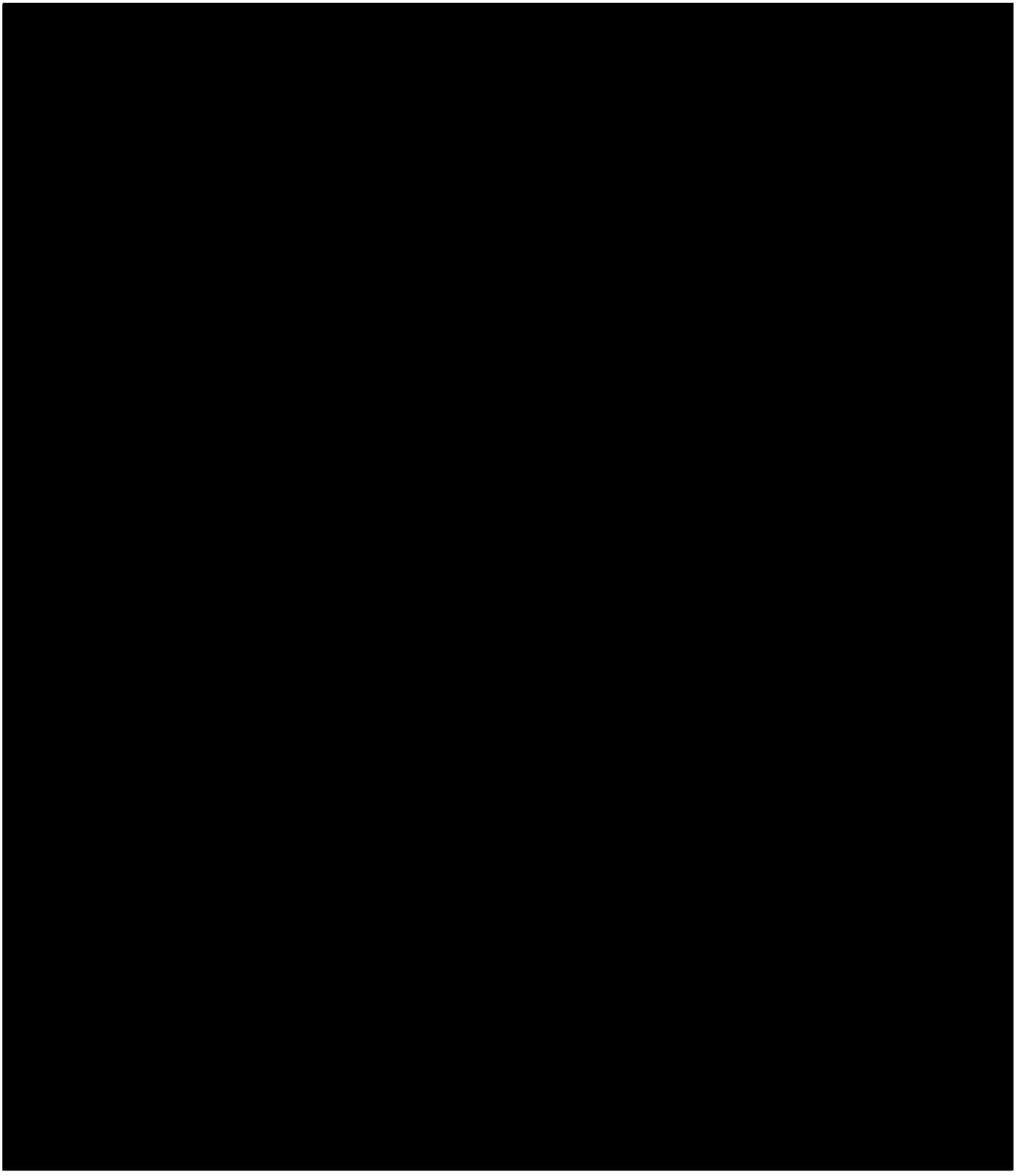
- **Manufacturer Specifications:**

Bidder shall submit a copy of the Manufacturer's Specifications (to include full warranty terms and customer support option(s) available).

Bidder: Complete & Return this Form with Offer.

INSERT COPY OF ITEMIZED COMPARISON BEHIND THIS PAGE

L3HARRIS™



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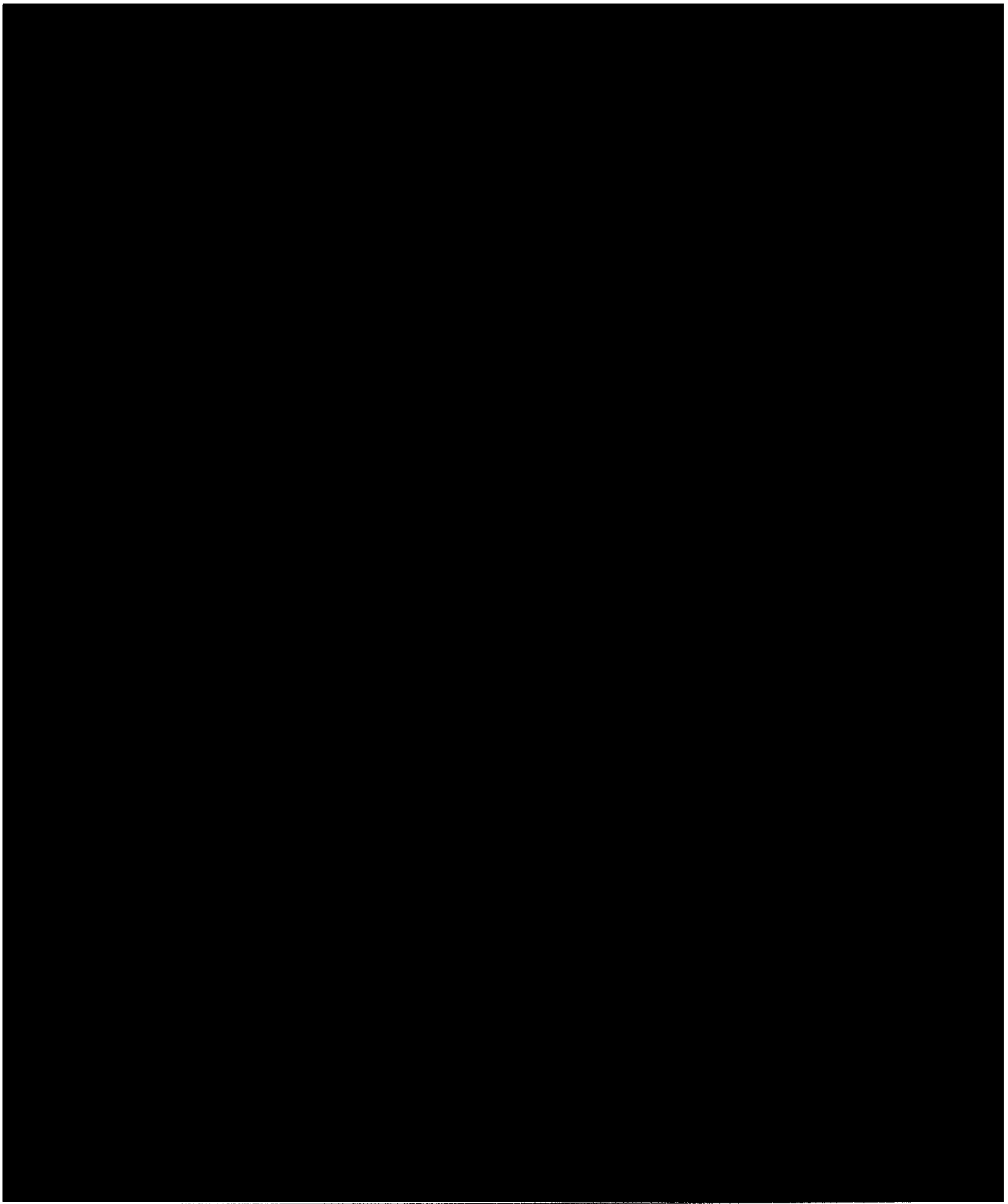
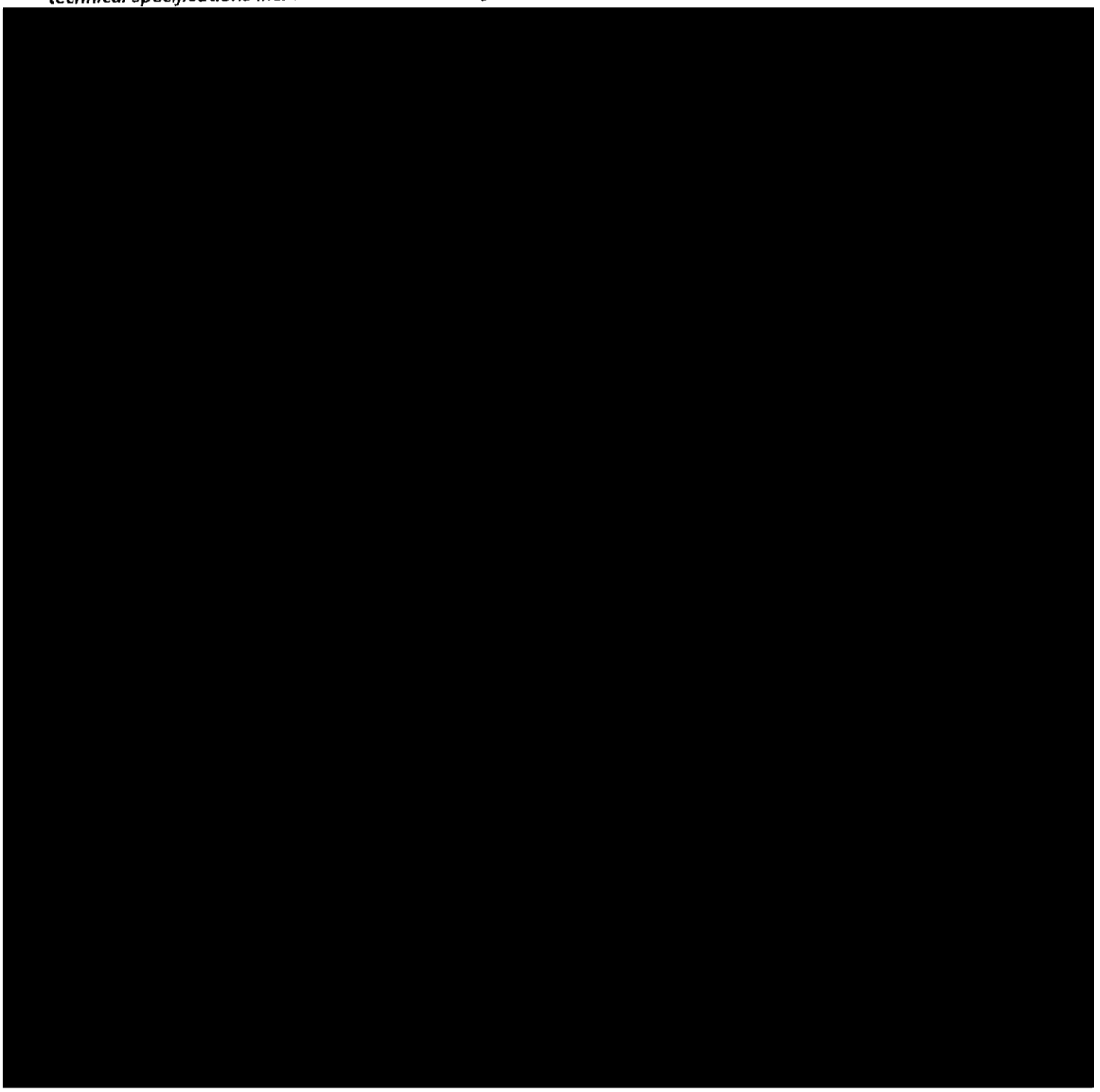


L3HARRIS™

WESCAM MX™-10 Specification Compliance Matrix

Addendum No. 1 (IFB 21-020 JW) / RFQ Requirement:

- *Itemized Comparison: Bidder shall submit an Itemized Comparison documenting equivalence for dimensions, quality, performance, and features of the products offered – in comparison with the technical specifications included in this Invitation for Bid.*

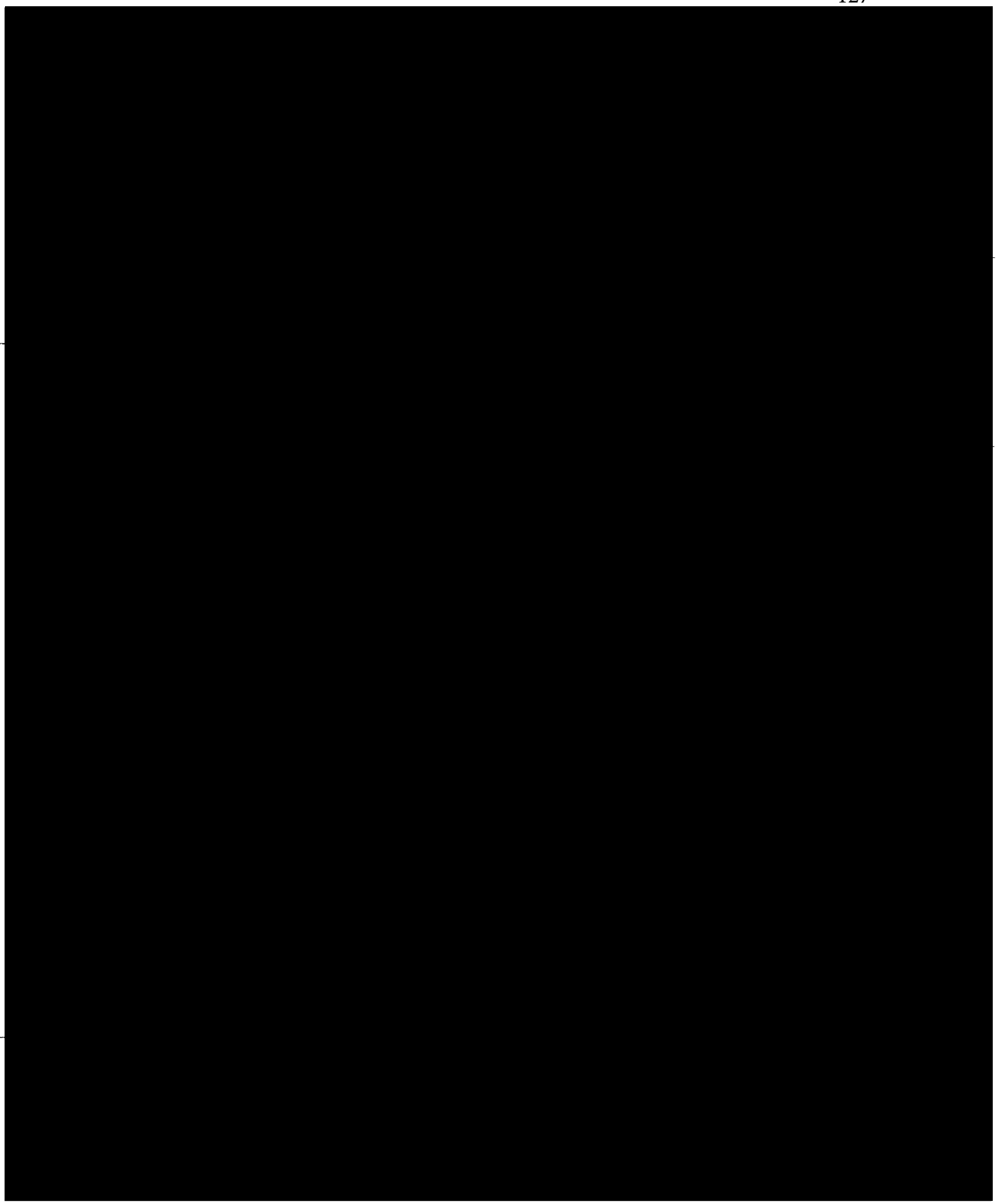


INSERT COPY OF MANUFACTURER'S SPECIFICATIONS BEHIND THIS PAGE

L3HARRIS™
FAST. FORWARD.

WESCAM MX™-10.
FULLY DIGITAL. HIGH DEFINITION.

[redacted]



Bidder Information Form

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

Bid Number & Name: (IFB 21-020/JW) Camera System (for Bell 407 Helicopter) for the Jefferson County's Sheriff's Office

Bidder's Company/Business Name: Wescam USA, Inc.

Bidder's TAX ID Number: 59-3316817

Contact Person: Heather Steckel **Title:** Principal, Contracts

Phone Number (with area code): 707-292-3024

Alternate Phone Number if available (with area code):

Fax Number (with area code):

Email Address: Heather.Steckel@L3Harris.com

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

424 Aviation Blvd.
Address

Santa Rosa, CA 95403
City, State, Zip Code

Bidder: Complete & Return this Form with Offer.

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): 1, _____, _____, _____, _____.

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

Wescam USA, Inc.
Company Name

424 Aviation Blvd.
Address

Santa Rosa | CA | 95403
City | State | Zip

Heather Steckel
Signature of Person Authorized to Sign

Heather Steckel
Printed Name

Principal, Contracts
Title

For clarification of this offer, contact:

Steve Laird
Name

214-882-6753
Phone | Fax

Steve.Laird@L3Harris.com
E-mail

<u>Bidder</u>: Complete & Return this Form with Offer.

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: **Camera System (for Bell 407 Helicopter) for the Jefferson County Sheriff's Office.**

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. 21-020/JW, Camera System (for Bell 407 Helicopter) for the Jefferson County Sheriff's Office. 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: Complete & Return this Form with Offer.

Vendor References Form

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: City of Tulsa

Address: 1211 W. 36th St., North Tulsa, OK. 74127

Contact Person and Title: Sgt. Nick Cory

Phone: 918-691-4080 Fax:

Email Address: Ncory@cityoftulsa.org Contract Period:

Scope of Work:

REFERENCE TWO

Government/Company Name: Texas DPS Aircraft Operations Division

Address: 10335 Golf Course Rd., Austin, TX 78719

Contact Person and Title: Capt. Tim Ochsner

Phone: 512-424-0280 Fax:

Email Address: Tim.Ochsner@dps.Texas.gov Contract Period: 8/3/2018 - 1/28/2019

Scope of Work: Wescam MX-10

REFERENCE THREE

Government/Company Name: City of Austin, TX

Address: 6012 Aviation Dr., Pflugerville, TX 78660

Contact Person and Title: Tom Lopatowski

Phone: 929-392-0910 Fax:

Email Address: Thomas.Lapatowski@austintexas.gov Contract Period: 9/20/2019 - 12/10/2019

Scope of Work: Wescam MX-10

Bidder: Complete & Return this 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.

Wescam USA, Inc.	
Bidder (Entity Name)	Signature
424 Aviation Blvd.	Heather Steckel
Street & Mailing Address	Print Name
Santa Rosa, CA 95403	4 May 2021
City, State & Zip	Date Signed
707-292-3024	
Telephone Number	Fax Number
heather.steckel@L3Harris.com	
E-mail Address	

Bidder: Complete & Return this Form with Offer.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Heather Steckel

Signature of Contractor's Authorized Official

Heather Steckel

Name and Title of Contractor's Authorized Official *(Please Print)*

14 April 2021

Date

Bidder: Complete & Return this Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

N/A

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

_____
Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

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

4

_____ _____
Signature of vendor doing business with the governmental entity Date

Adopted 8/7/2015

Bidder: Complete & Return this Form with Offer.

Local Government Officer
Conflicts Disclosure Statement – OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

N/A

2 **Office Held**

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

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

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

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

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

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

Note: This Form is for Office Use Only.

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant . . .

☐ Yes ☐ No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?

☐ Yes ☐ No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?

☐ Yes ☐ No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?

☐ Yes ☐ No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?

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

☐ Yes ☐ No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

If "No" was selected, please explain and include any pertinent documentation with your bid. If necessary, please use a separate sheet to answer the above questions.

Printed Name of Authorized Representative	Signature
Title	Date

Bidder: Complete & Return this 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: Complete & Return this Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

This information must be submitted with your bid.

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

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder: Complete & Return this Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet **(Duplicate as Needed)**

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

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

Bidder: Complete & Return this Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

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

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

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

- ☐ All subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☒ Other: Wescam USA will subcontract to Wescam, Inc. for a commercial product

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: Wescam , Inc.

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: Complete & Return this Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

Bidder: Complete & Return this 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.

X I certify that Wescam USA, Inc. [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Santa Rosa CA (city and state).

Taxpayer Identification Number (T.I.N.):	59-3316817
Company Name submitting bid/proposal:	Wescam USA, Inc.
Mailing address:	424 Aviation Blvd., Santa Rosa, CA 95403
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: Complete & Return this Form with Offer.

House Bill 89 Verification

I, Heather Steckel, the undersigned representative of (company or business name) Wescam USA, Inc. (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and

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

Pursuant to Section 2270.001, Texas Government Code:

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

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

Heather Steckel
Signature of Company Representative

5 May 2021
Date

On this 5 day of May, 2021, personally appeared Heather Steckel, the above named person, who after by me being duly swom, did swear and confirm that the above is true and correct.

Notary Seal

JENNIFER MARIE ROBINSON
Notary Public
State of Ohio
My Comm. Expires
March 17, 2026

Jennifer Marie Robinson
Notary Signature

5-5-2021
Date

Bidder: Complete & Return this 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.

Wescam USA, Inc.
Company Name

IFB 21-020/JW
IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

Bidder: Complete & Return this 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 Ohio COUNTY OF Warren

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

on this day personally appeared Heather Steckel (name), who

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

"I, Heather Steckel (name) am a duly authorized officer of/agent

for Wescam USA, Inc. (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Wescam USA, Inc. (name of firm).

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

Name and address of bidder: Wescam USA, Inc.
424 Aviation Blvd., Santa Rosa, CA 95403

Fax: _____ Telephone# 707-292-3024

by: Heather Steckel (print name) Title: Principal, Contracts

Signature: Heather Steckel

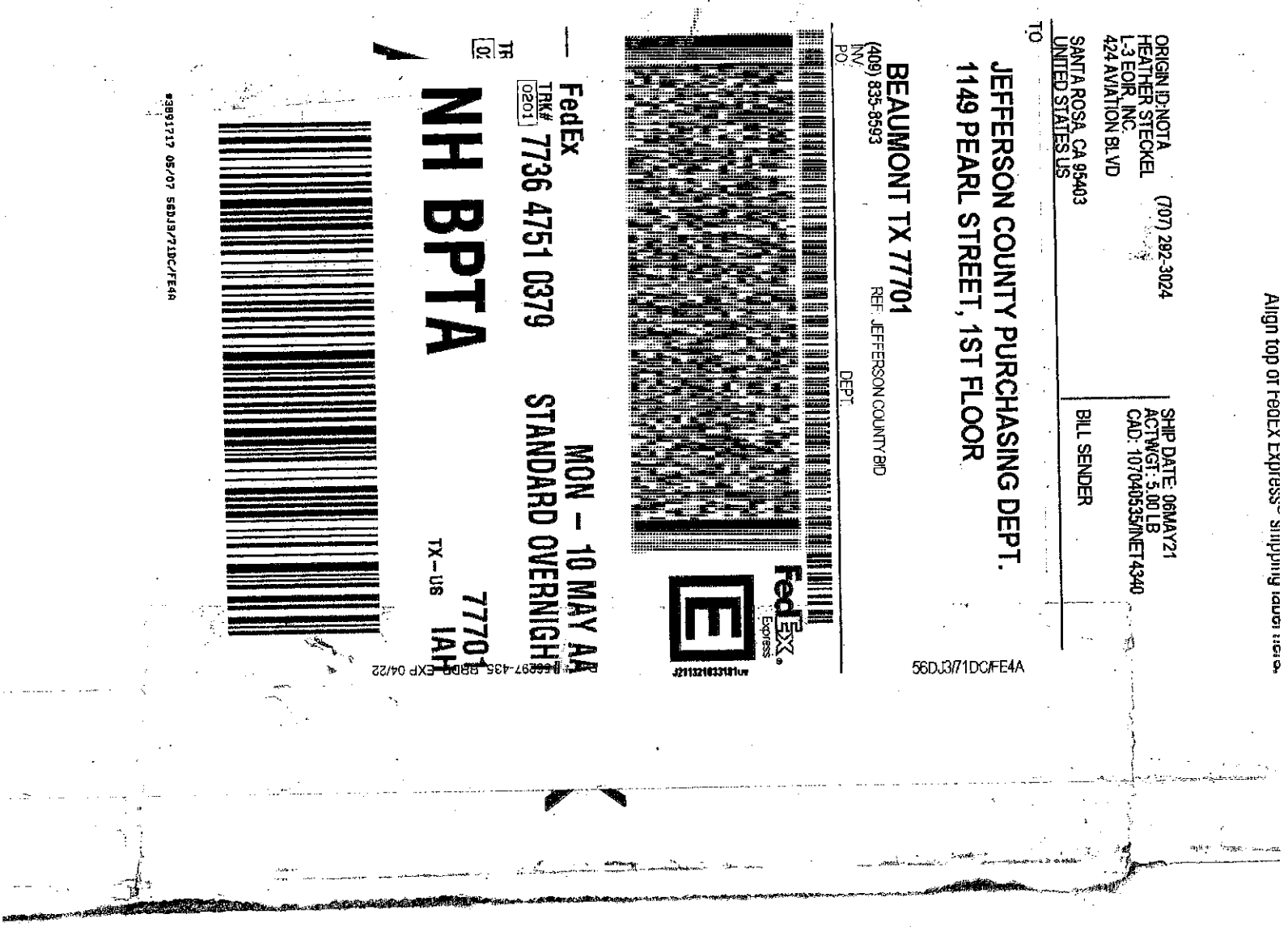
SUBSCRIBED AND SWORN to before me by the above-named Heather Steckel on

this the 5 day of May, 2021.

Jennifer Marie Robinson
Notary Public in and for
the State of Ohio

JENNIFER MARIE ROBINSON
Notary Public
State of Ohio
My Comm. Expires
March 17, 2026

Bidder: Complete & Return this Form with Offer.



BID NAME:	Camera System (for Bell 407 Helicopter) for the Jefferson County Sheriff's Office
BID NO:	IFB 21-020/JW
DUE DATE:	11:00 am, CT, Wednesday, May 12 2021
BIDDER's NAME:	Wescam USA, Inc. 424 Aviation Blvd. Santa Rosa, CA 95403

RECEIVED 10:47 AM MAY 10 2021

JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT

1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593 phone

ORIGINAL

ADDENDUM TO IFB

IFB Number:	IFB 21-021/JW
IFB Title:	Digital Mapping System (for Bell 407 Helicopter) for the Jefferson County Sheriff's Office
IFB Due:	**11:00 am CT, Wednesday, May 12, 2021 (Per this Addendum)**
Addendum No.:	1
Issued (Date):	April 21, 2021

TO BIDDER: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB package – **including all addenda.** For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed proposal.** If the Proposal has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and Opening Date and Time, as stated above.

Reason for Issuance of this Addendum:

- **Bid Due Date Extended to: 11:00 am, CT, Wednesday, May 12, 2021**

The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Bidder:

ATTEST:

Witness

Witness

Approved by KCB Date: 4/28/2021

Authorized Signature (Bidder)

V.P. of AeroComputers
Title of Person Signing Above

AeroComputers Corporation
Typed Name of Business or Individual

2884 W. Fifth Street, Oxnard, CA 93030
Address

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 ; phone: 409-835-8593), regarding any questions or comments. Please reference bid number IFB 21-021/JW.

Questions of a technical nature regarding these bid specifications may be directed to Major Clay Woodward with the Jefferson County Sheriff's Office Special Operations Division at (409) 726-2950 or email: cwoodward@co.jefferson.tx.us

Scope

Jefferson County is soliciting bids from qualified vendors to provide a Digital Mapping System (DMS) and Automatic Identification System (AIS) receiver to be used on a Bell 407 Helicopter operated by the Jefferson County Sheriff's Office (JCSO) Special Operations Division.

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). Bidders, please be sure to review these bid specifications carefully, as the item(s) that you are offering must MEET or EXCEED these specifications.

REQUIRED with Bid Submission:

- Itemized Comparison

Bidder shall submit an Itemized Comparison documenting equivalence for dimensions, quality, performance, and features of the products offered – in comparison with the technical specifications included in this Invitation for Bid.

- Manufacturer Specifications:

Bidder shall submit a copy of the Manufacturer's Specifications (to include full warranty terms and customer support option(s) available).

Technical Specifications

The Digital Mapping System should incorporate operation of mission equipment such as video transmission, Lo-Jack, with overlay (Augmented Reality) of addresses, street names, and parcel data on live camera video. A variety of maps and charts enhancing mission effectiveness and aerial imagery is required. The Digital Mapping System should include a built-in HD Dual-Channel Digital Video Recorder (DVR) feature allowing the aircrew to record video images with and without video overlay.

The Automatic Identification System (AIS) should be an enhanced AIS receiver with industry-leading sensitivity. The AIS unit's data output will provide the location and identification details of all AIS transponders within receiving range. The AIS is to be compatible with equipment using the NMEA 0183 standard, which includes the DMS. The DMS software will display and track AIS signals via NMEA 0183 data from the AIS receiver on live video.

The vendor shall furnish and deliver a Digital Mapping System for the Jefferson County Sheriff's Office. The system shall be compatible with the JCSO's E/O imaging system and allow the operator to see live video with a map overlay, including targeting of residential and business addresses nationwide (United States). The vendor shall furnish and deliver an Automatic Identification System (AIS) for the Jefferson County Sheriff's Office Special Operations Division. The system shall be compatible and interface with the Digital Mapping System.

Installation: The vendor shall not be required to install this equipment.

The Digital Mapping System bid by vendor must be equivalent to or exceed the following preferred requirements:

DIGITAL MAPPING SYSTEM GENERAL SPECIFICATIONS

- WEIGHT 14 LBS. or less (+ accessory components)
- POWER 28VDC / 120 watt
- DIMENSIONS 7.0"W x 6.5"H x 15.5"L
- MOUNTING Tool-less removal
- GPS RECEIVER Integrated WAAS-capable

ENVIROMENTAL SPECIFICATIONS:

- STORAGE TEMPERATURE (°C) -40 to +85
- OPERATING TEMPERATURE (°C) -40 to +55
- DO160 CERTIFICATIONS Vibration, Shock, EMI

COMPUTER SPECIFICATIONS:

- PROCESSOR Intel Core i7
- HARD DRIVE 2TB Solid State Drive (SSD)

INPUTS/OUTPUTS:

- Power VGA OUTPUT (3)
- COMPOSITE INPUT (1) NTSC/PAL
- HD-SDI (4) input, (1) loop-through output, (3) output
- HDMI OUTPUT (1)
- SERIAL COMMUNICATIONS PORTS (8) RS-232 or RS-422 for attaching gimbals and other devices
- USB - (2) USB 3.0 port; (3) USB 2.0 ports
- ETHERNET (2) Gigabit ports

INTERNAL DIGITAL VIDEO RECORDER (DVR):

- VIDEO COMPRESSION H.264
- HD-SDI AND COMPOSITE/PAL INPUTS Selectable
- AUDIO INPUT HD
- RESOLUTION, QUALITY, AND FRAME RATE Configurable up to 1080p at 60Hz
- VIDEO CONTAINER FORMATS MPEG-4 and MPEG-TS
- KLV METADATA MISB 601, STANAG 4609
- RECORDING MEDIA Removable
- SUPPORTED VIDEO PLAYERS Recommended Windows Media Player or VLC Player

MAPPING AND DATA:

- AeroStreet™ DYNAMIC MAPS On-demand scaling from the world level to the tactical parcel level, with 15 levels of vector-based maps
- FAA MAPS Helicopter*, Terminal Area*, Sectional, and WAC Charts (*where available)

- DATA Obstacle database, High-resolution terrain elevation data
- TOPOGRAPHIC MAPS USGS 24k/100k/250k, US Forest Service (where available)
- AERIAL IMAGERY High-resolution aerial imagery, sub-meter Aerial Imagery available
- GEOGRAPHIC COVERAGE North American AeroStreet™ Maps
- IMPORT CUSTOM MAP DATA

INTERACTIVE MAP FEATURES:

- DISTANCE AND BEARING MEASUREMENTS
- GIMBAL OR AIRCRAFT BREADCRUMBS
- WAYPOINTS
- INCIDENT / FIRE MAPPING

TARGETING CAPABILITIES:

- SmartSearch targeting - Search Address, Intersections, POIs, and Aviation data from one place
- Address, intersection, airport, geographic location (lat/lon, MGRS, UTM), businesses, places of interest, waypoints
- Temporary waypoints and Laser Range Finder (LRF) targets (LRF not standard on all gimbals)
- Dynamic Targets when integrated with supported equipment, e.g. AIS
- "Sounds Like" and partial match searching
- Target History - revisit previous targets from the current mission
- Vehicle speed measurement – using the distance/time measurement method
- Grid Search – Grid is defined by operator

UC3D™ - VIDEO OVERLAY:

- Overlay data directly on live gimbal video or aerial imagery, such as street lines, street names, address points, or points of interest (POIs).
- Fade between video and aerial imagery.

AK-4 AIRBORNE KEYBOARD:

- Dimensions
    - Extended: 10.5"L x 12.3"W x 1.2"H
    - Retracted 10.5"L x 7.8"W x 1.2"H
- Designed to IP68 Standards
- Sliding with short metal enclosure
- NVIS Backlit keys
- USB or PS2 Connection

WARRANTY:

- 3 Years – Hardware
- Operating system updates for life of the system

The Automatic Identification System (AIS) bid by vendor must be equivalent to or exceed the following preferred requirements:

AUTOMATIC IDENTIFICATION SYSTEM REQUIREMENTS

REQUIRED COMPONENTS:

- Dual AIS Receiver
- AIS VHF Antenna
- Mil-Spec Connectors
- AIS Test Set: Portable, transmit-only AIS Test Set designed for verification of AIS receiver functionality on aircraft

DUAL AIS RECEIVER SPECIFICATIONS:

Serial Interfaces: Ethernet and RS232
Power Supply: 15-28 VDC
Power Consumption: Typical: 5 watts, Max: 16 watts
Temperature Range: -15 to +70°C Standard -40 to +70°C Extended Temperature Option
Altitude: 0 to 70,000 ft.
Compass Safe Distance: 1 meter

APPROXIMATE DIMENSIONS AND WEIGHT:

Max. Width	5.750 in.	4.750 in.
Max. Length	7.301 in.	7.217 in.
Max. Height	1.125 in.	1.125 in.
Weight	≤ 1.25 lbs.	≤ 1.20 lbs.

* Face plate: Type I Aircraft (SS7000-1) Dzus Rail

FREQUENCIES AND CHANNEL BANDWIDTH:

RX AIS1:	161.975 MHz at 25 kHz
RX AIS2:	162.025 MHz at 25 kHz

AIS Data Rate: 9,600 bits/s (RF Input)
Sensitivity: PER ≤ 20% @ -115 dBm
Co-Channel Rejection: -10 dB
Adjacent Channel Rejection: 70 dB
Blocking: 84 dB
Inter-modulation: 74 dB
Large Signal PER: ≤ 1%
Image Rejection: 70 dB

MIL STANDARDS:

MIL-HDBK-217F: MTBF Environment: ARW (airborne rotary winged)
MTBF @ -40C = 50,298 hrs, +25C = 49,797 hrs, +85C = 15,622 hrs▪ MIL-STD-704F – 28VDC

- MIL-STD-704A – 28VDC
- MIL-STD-461E – CE101
- MIL-STD-461E – CE102
- MIL-STD-461E – RE101
- MIL-STD-461E – RE102
- MIL-STD-461E – CS101
- MIL-STD-461E – CS114
- MIL-STD-461E – CS115
- MIL-STD-461E – CS116
- MIL-STD-461E – RS101
- MIL-STD-810E – 501.3
- MIL-STD-810E – 502.3
- MIL-STD-810E – 507.3
- MIL-STD-810E – 513.4
- MIL-STD-810E – 514.4
- MIL-STD-810E – 514.5
- MIL-STD-810E – 516.4
- MIL-STD-810E – 520.3
- MIL-STD-810F – 507.4
- MIL-STD-810F – 509.4

AIS TEST SET

Portable, transmit-only AIS Test Set designed for verification and optimization of AIS receivers on aircraft.

- Generates Up to 100 AIS Messages
- Integrated, Internal AIS Antenna
- RS232 and Bluetooth Communication options

Capable of performing:

- Pre-Operational Checks
- Identification of Malfunctioning Systems
- Field and Bench Testing
- Simulated AIS Data

SPECIFICATIONS:

- User interface: RS232 at 115200 Baud
- (Bluetooth available; see Config. Options Worksheet)
- Power Requirements: C cell batteries (X2)
- (120V available; see Config. Options Worksheet)
- Battery Life: 10 hours average
- Temperature Range:
- Storage: -30 to +70 degrees C
- Operation: -15 to +55 degrees C
- Compass Safe Distance: 1 meter

AIS SIGNAL GENERATOR:

- Modulation Type: GMSK
- AIS Data Rate: 9600 bits/s (RF Output)
- Signal Generator Output: Less than 150 µV/m @ 3m
- Emission Type (ITU Class): 16KOFD
- EUT Port Output Level: -120 to -90 dBm w/ 20dB attenuator. Programmable.
- EUT Impedance: 50 ohms
- Maximum Duty Cycle: 50%
- EUT Port Input Power Level: 25 W maximum
- Frequency Accuracy: +/- 2.5 ppm

DIMENSIONS AND WEIGHTS:

- Width: 9.68 in.
- Length: 10.62 in.
- Height: 4.87 in.
- Weight: $\leq$ 7.5 lbs.

FREQUENCIES AND CHANNEL BANDWIDTH:

TX AIS1: 161.975 MHz at 25 KHz

NAVIGATION SPECIFICATIONS:

- 12 Channel GPS Receiver

FRONT PANEL FEATURES:

- Power Switch: ON/OFF MIL-S-83731 compliant Toggle Switch w/sealing boot
- AIS Direct Output: N-type female w/cap and ball chain
- GPS Antenna Input: TNC female w/cap and ball chain
- Serial Data: IP67 DB9 female w/ tethered dust boot
- LED Indicators: Power, Transmit, GPS Lock, Low Battery, *Bluetooth Status

*Bluetooth available; see Config. Options Worksheet

MECHANICAL:

- Enclosure: 1200 Pelican™ Case (Polypropylene Copolymer)
- Material Finish: Bright Yellow
- IP67 Compliant

DEVICE COMPLIANCE:

- FCC Part 15 Subpart C Section 15.209
- IC RSS-210 Issue 8

WARRANTY INFORMATION:

AIS products to be free from defects for one full year from the date of purchase.

TRAINING

The vendor shall furnish operator training at no cost to the Jefferson County Sheriff's Office Special Operations Division.

Future training, shall be provided by the vendor at no additional cost. The JCSO will accept internet / web-based methods for any future training required.

The vendor shall furnish with the purchase of the Digital Mapping Systems one (1) laptop simulator at no cost to the Jefferson County Sheriff's Office Special Operations Division.

Bid Form

Item No.	Item Description	Bid Item Price
1.	Digital Mapping System (for Bell 407 Helicopter) Make: AeroComputers Corporation Model: UC-6000 UltiChart Digital Mapping System	$ 113,745. 00
2.	Automatic Identification System Make: SA 161-MH / SA 162-T1 Model: SA 161-MH / SA 162-T1 Plus Integration	$ 18,615. 00
	TOTAL BID PRICE:	$ 132,360. 00

Total Bid Price:
To include the Digital Mapping System and Automatic Identification System, as described in these specifications; to include warranty.

Projected Delivery Lead Time from Date of Purchase:	6 weeks

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received 04/21/2021
Addendum 2 _____ Date Received _____
Addendum 3 _____ Date Received _____

REQUIRED* WITH BID SUBMISSION:

- Itemized Comparison

Bidder shall submit an Itemized Comparison documenting equivalence for dimensions, quality, performance, and features of the products offered – in comparison with the technical specifications included in this Invitation for Bid.

- Manufacturer Specifications:

Bidder shall submit a copy of the Manufacturer's Specifications (to include full warranty terms and customer support option(s) available).

Bidder: Complete & Return this Form with Offer.

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Estimate

04/28/2021

AeroComputers Corp.

2889 W. Fifth St. #111
Oxnard, CA 93030-4405
Phone: (805) 985-3390
Email: sales@aerocomputers.com

9092.1

Bill To:

Jefferson County Auditing Department
1149 Pearl Street, 7th Floor
Attn: Accounts Payable
Beaumont, TX 77701

Ship To:

Jefferson County Sheriff
4640 Hangar Drive
Beaumont, TX 77705

Contact: Stanley Shipper

Memos

Created: 04/14/2021 Bid Number IFB 21-021/JW
By: bbowmar

Seller	Payment Terms	FOB Point	Ship Via	Requested Ship Date
Bruce Bowmar	25% Deposit / Bal Net 30	Origin	U.S. FedEx Ground	06/15/2021

Item #	Type	Item / Description	Unit Price	Qty Ordered	Total Price
1	Sale	UC-6000 - Ultichart Moving Map System; ECCN: 7A994 P/N 301300A	$ 112,745.00	1 ea	$ 112,745.00
2	Sale	Note - See Comments Below Includes: 3 Year hardware warranty (See Warranty statement included in bid package) Free UltiChart software updates for life of the system. Complete operational traning on Ultichart program and features. Product User Manual included. Product User Quick Guide included.	$ 0.00	1 ea	$ 0.00
3	Sale	AK-4S Sliding KBD USB NVIS PN: 100524A-3 - USB AK-4 Sliding Keyboard NVIS, EAR99, SchB 8471.60.20	$ 1,000.00	1 ea	$ 1,000.00
4	Sale	SI-AIS - Automatic Vessel ID System Integration; SchB 9014.90	$ 1,495.00	1 ea	$ 1,495.00
5	Sale	SA161-MH-01-00-C - Flange Mount Radar Plus, Mil-Spec, High Sensitivity,Dual AIS Receiver with Supporting Components	$ 17,120.00	1 ea	$ 17,120.00
6	Sale	Note - See Comments Below AeroComputers Corporation does not fabricate aircraft wire harnesses or cables. The installation kit includes all necessary connectors and back shells required for fabrication and installation of the UC-6000 Digital Mapping System.	$ 0.00	1 ea	$ 0.00
7	Sale	Note - See Comments Below Expected delivery 30 days ARO	$ 0.00	1 ea	$ 0.00

Estimate

04/28/2021

AeroComputers Corp.

2889 W. Fifth St. #111
Oxnard, CA 93030-4405
Phone: (805) 985-3390
Email: sales@aerocomputers.com

9092.1

Item #	Type	Item / Description	Unit Price	Qty Ordered	Total Price
8	Sale	Note - See Comments Below Deposit of 25% of total Invoice balance is due 14 days before shipment date. Balance due 30 days after shipment date.	$ 0.00	1 ea	$ 0.00
9	Sale	Note - See Comments Below AeroComputers offers Extended Warranty options. Please contact AeroComputers for more information.	$ 0.00	1 ea	$ 0.00

Approval:_____ Date:_____

Subtotal:	$ 132,360.00
Sales Tax:	$ 0.00
Total:	$ 132,360.00

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AEROCOMPUTERS CORP LIMITED PRODUCT WARRANTY

What this Warranty covers:
AeroComputers Corp ("Seller") warrants to the original purchaser ("Buyer") of the product(s) with which this Limited Warranty is included that the Hardware will be free from defects in materials and workmanship under normal use. This Warranty is only applicable to product(s) delivered and related services rendered pursuant to an Order, commencing on the earlier of ninety (90) days after receipt of the product(s) or the date the aircraft is accepted from Buyer's agent by the end user.

What the term of coverage is:
The following table displays the term of coverage for products listed including any special conditions:

Table 1

Product	Warranty Term	Special Conditions
UltiChart 6000 (UC-6000) Moving Map System Kit	3 Years	No additional charge for UltiChart™ Software updates for life of product
AK-4 Series Keyboard	1 Year	No special conditions apply
IMU – Integrated SPAN Receiver	1 Year	No special conditions apply

What the Warranty Does Not Cover:
The product shall not be deemed defective by reasons of normal wear and tear and this limited warranty shall not apply to: (i) product (or the training services applicable to such product) that has been subjected to mishandling, misuse, abuse, alteration, damage, neglect or improper or inadequate storage, maintenance, repair or installation, or where the factory serial number has been removed or altered from the product; (ii) product (or the training services applicable to such product) that has been subjected to unauthorized or improper repair, installation, assembly, processing, third party software or hardware not contained in the product as originally configured by the manufacturer, or otherwise that alters physical or electrical properties, (iii) damage due to operation of the product other than as per the specifications or use with other components, materials or equipment; (iv) any defect, malfunction or failure caused by accidents, misuse, abuse, unauthorized repair, improper installation, power surges, voltage supply problems, tampering or removal of component parts, or use of

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the product with components, equipment, or accessories for which it is not intended; or (v) any Force Majeure Event.

No other express warranty is given and no affirmation of Seller, by words or action, will constitute a warranty.

The following items are not included under this limited warranty: Connectors, cables, antennae, and Barry Mounts.

What will the Company do to correct the problem:

Seller, at its sole discretion, shall promptly repair or replace the product. Buyer shall be solely responsible for all shipping costs and expenses to ship the product to the repair facility. Seller shall be responsible for all shipping costs and expenses to return the product to Buyer. If Buyer repairs or replaces the product without Seller's prior written approval, Seller is relieved of obligation to Buyer under this section with respect to such product.

How to get service for the product(s):

Buyer shall report any claimed defect in writing by completing a Return Material Authorization (RMA) to Seller upon discovery and in any event within the warranty term. The RMA form can be found at www.aerocomputers.com/rma-form/. Upon receiving an approved RMA from Seller, Buyer shall ship the defective product standard shipping to Seller to:
AeroComputers, 2889 West 5th Street, #111, Oxnard, CA 93030, or to an approved AeroComputers Service Center.

Seller recommends that Buyer keep the original product packaging if possible. In the event that Buyer requires a warranty repair and Buyer does not have the original packaging, Buyer will bear the responsibility for safely packaging the Product for transport. Seller accepts no liability for any damage that may occur in transit.

What happens after the warranty term expires:

Repairs outside of the limited warranty term shall be at the standard Seller rates and shall be warranted for three (3) months from the date of repair. Buyer shall request, in writing, an RMA to Seller upon discovery of any claimed defect. Seller, or an approved Seller Service Center will provide Buyer with an estimate repair quote prior to performing any repairs. Buyer shall be responsible for all shipping charges and expenses to return the product to the Buyer.

How State Law applies:

This warranty gives the Buyer specific legal rights, and Buyer may also have other rights which vary from state to state.

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Availability of parts:
Replacement parts are available for four (4) years from the last production date, subject to availability of vendor-supplied items or out-of-production parts. In the event that a part is out of production, Seller will make its best attempt to substitute current available parts.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND WAIVED TO THE FULLEST EXTENT PERMITTED BY LAW. NO EMPLOYEE OF SELLER IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS, OR ADDITIONS TO THIS LIMITED WARRANTY. ***There are no warranties that extend beyond the description herein.***

INSERT COPY OF ITEMIZED COMPARISON BEHIND THIS PAGE

Bid IFB 24-021/JW To AeroComputers Corp UC-6000 Digital Maping System Itemized Comparison				
Bid IFB21-021/JW Technical Specifications		**AeroComputers Corp UC-6000 Specifications**	**Discrepancy**	**Notes**
DIGITAL MAPPING SYSTEM GENERAL SPECIFICATIONS				
• WEIGHT 14 LBS. or less (+ accessory components)		• WEIGHT 14 LBS. or less (+ accessory components)	None	
• POWER 28VDC / 120 watt		• POWER 28VDC / 120 watt	None	
• DIMENSIONS 7.0"W x 6.5"H x 15.5"L		• DIMENSIONS 7.0"W x 6.5"H x 15.5"L	None	
• MOUNTING Tool-less removal		• MOUNTING Tool-less removal	None	
• GPS RECEIVER Integrated WAAS-capable		• GPS RECEIVER Integrated WAAS-capable	None	
ENVIROMENTAL SPECIFICATIONS:				
• STORAGE TEMPERATURE (°C) -40 to +85		• STORAGE TEMPERATURE (°C) -40 to +85	None	
• OPERATING TEMPERATURE (°C) -40 to +55		• OPERATING TEMPERATURE (°C) -40 to +55	None	
• DO160 CERTIFICATIONS Vibration, Shock, EMI		• DO160 CERTIFICATIONS Vibration, Shock, EMI	None	
COMPUTER SPECIFICATIONS:				
• PROCESSOR Intel Core i7		• PROCESSOR Intel Core i7	None	
• HARD DRIVE 2TB Solid State Drive (SSD)		• HARD DRIVE 2TB Solid State Drive (SSD)	None	
INPUTS/OUTPUTS:				
• Power VGA OUTPUT (3)		• Power VGA OUTPUT (3)	None	
• COMPOSITE INPUT (1) NTSC/PAL		• COMPOSITE INPUT (1) NTSC/PAL	None	
• HD-SDI (4) input, (1) loop-through output, (3) output		• HD-SDI (4) input, (1) loop-through output, (3) output	None	
• HDMI OUTPUT (1)		• HDMI OUTPUT (1)	None	
• SERIAL COMMUNICATIONS PORTS (8) RS-232 or RS-422 for attaching gimbals and other devices		• SERIAL COMMUNICATIONS PORTS (8) RS-232 or RS-422 for attaching gimbals and other devices	None	
• USB - (2) USB 3.0 port; (3) USB 2.0 ports		• USB - (2) USB 3.0 port; (3) USB 2.0 ports	None	
• ETHERNET (2) Gigabit ports		• ETHERNET (2) Gigabit ports	None	
INTERNAL DIGITAL VIDEO RECORDER (DVR):				
• VIDEO COMPRESSION H.264		• VIDEO COMPRESSION H.264	None	
• HD-SDI AND COMPOSITE/PAL INPUTS Selectable		• HD-SDI AND COMPOSITE/PAL INPUTS Selectable	None	
• AUDIO INPUT HD		• AUDIO INPUT HD	None	
• RESOLUTION, QUALITY, AND FRAME RATE Configurable up to 1080p at 60Hz		• RESOLUTION, QUALITY, AND FRAME RATE Configurable up to 1080p at 60Hz	None	
• VIDEO CONTAINER FORMATS MPEG-4 and MPEG-TS		• VIDEO CONTAINER FORMATS MPEG-4 and MPEG-TS	None	
• KLV METADATA MISB 601, STANAG 4609		• KLV METADATA MISB 601, STANAG 4609	None	
• RECORDING MEDIA Removable		• RECORDING MEDIA Removable	None	
• SUPPORTED VIDEO PLAYERS Recommended Windows Media Player or VLC Player		• SUPPORTED VIDEO PLAYERS Recommended Windows Media Player or VLC Player	None	
MAPPING AND DATA:				

	• AeroStreet™ DYNAMIC MAPS On-demand scaling from the world level to the tactical parcel level, with 15 levels of vector-based maps		• AeroStreet™ DYNAMIC MAPS On-demand scaling from the world level to the tactical parcel level, with 15 levels of vector-based maps	None	
	• FAA MAPS Helicopter*, Terminal Area*, Sectional, and WAC Charts (*where available)		• FAA MAPS Helicopter*, Terminal Area*, Sectional, and WAC Charts (*where available)	None	
	• DATA Obstacle database, High-resolution terrain elevation data		• DATA Obstacle database, High-resolution terrain elevation data	None	
	• TOPOGRAPHIC MAPS USGS 24k/100k/250k, US Forest Service (where available)		• TOPOGRAPHIC MAPS USGS 24k/100k/250k, US Forest Service (where available)	None	
	• AERIAL IMAGERY High-resolution aerial imagery, sub-meter Aerial Imagery available		• AERIAL IMAGERY High-resolution aerial imagery, sub-meter Aerial Imagery available	None	
	• GEOGRAPHIC COVERAGE North American AeroStreet™ Maps		• GEOGRAPHIC COVERAGE North American AeroStreet™ Maps	None	
	• IMPORT CUSTOM MAP DATA		• IMPORT CUSTOM MAP DATA	None	
INTERACTIVE MAP FEATURES:					
	• DISTANCE AND BEARING MEASUREMENTS		• DISTANCE AND BEARING MEASUREMENTS	None	
	• GIMBAL OR AIRCRAFT BREADCRUMBS		• GIMBAL OR AIRCRAFT BREADCRUMBS	None	
	• WAYPOINTS		• WAYPOINTS	None	
	• INCIDENT / FIRE MAPPING		• INCIDENT / FIRE MAPPING	None	
TARGETING CAPABILITIES:					
	• SmartSearch targeting - Search Address, Intersections, POIs, and Aviation data from one place		• SmartSearch targeting - Search Address, Intersections, POIs, and Aviation data from one place	None	
	• Address, intersection, airport, geographic location (lat/lon, MGRS, UTM), businesses, places of interest, waypoints		• Address, intersection, airport, geographic location (lat/lon, MGRS, UTM), businesses, places of interest, waypoints	None	
	• Temporary waypoints and Laser Range Finder (LRF) targets (LRF not standard on all gimbals)		• Temporary waypoints and Laser Range Finder (LRF) targets (LRF not standard on all gimbals)	None	
	• Dynamic Targets when integrated with supported equipment, e.g. AIS		• Dynamic Targets when integrated with supported equipment, e.g. AIS	None	
	• "Sounds Like" and partial match searching		• "Sounds Like" and partial match searching	None	
	• Target History - revisit previous targets from the current mission		• Target History - revisit previous targets from the current mission	None	
	• Vehicle speed measurement – using the distance/time measurement method		• Vehicle speed measurement – using the distance/time measurement method	None	
	• Grid Search – Grid is defined by operator		• Grid Search – Grid is defined by operator	None	
UC3D™ - VIDEO OVERLAY:					
	• Overlay data directly on live gimbal video or aerial imagery, such as street lines, street names, address points, or points of interest (POIs).		• Overlay data directly on live gimbal video or aerial imagery, such as street lines, street names, address points, or points of interest (POIs).	None	
	• Fade between video and aerial imagery.		• Fade between video and aerial imagery.	None	
AK-4 AIRBORNE KEYBOARD:					
	• Dimensions		• Dimensions	None	
	o Extended: 10.5"L x 12.3"W x 1.2"H		• Extended: 10.5"L x 12.3"W x 1.2"H	None	
	o Retracted 10.5"L x 7.8"W x 1.2"H		• Retracted 10.5"L x 7.8"W x 1.2"H•	None	
	• Designed to IP68 Standards		• Designed to IP68 Standards	None	
	• Sliding with short metal enclosure		• Sliding with short metal enclosure	None	
	• NVIS Backlit keys		• NVIS Backlit keys	None	

• USB or PS2 Connection		• USB or PS2 Connection	None	
WARRANTY:				
• 3 Years – Hardware		• 3 Years – Hardware	None	
• Operating system updates for life of the system		• Operating system updates for life of the system	None	
AUTOMATIC IDENTIFICATION SYSTEM REQUIREMENTS				
REQUIRED COMPONENTS:				
• Dual AIS Receiver		• Dual AIS Receiver	None	
• AIS VHF Antenna		• AIS VHF Antenna	None	
• Mil-Spec Connectors		• Mil-Spec Connectors	None	
• AIS Test Set: Portable, transmit-only AIS Test Set designed for verification of AIS receiver functionality on aircraft		• AIS Test Set: Portable, transmit-only AIS Test Set designed for verification of AIS receiver functionality on aircraft	None	
DUAL AIS RECEIVER SPECIFICATIONS:				
Serial Interfaces: Ethernet and RS232 Power Supply: 15-28 VDC Power Consumption: Typical: 5 watts, Max: 16 watts Temperature Range: -15 to +70°C Standard -40 to +70°C Extended Temperature Option Altitude: 0 to 70,000 ft. Compass Safe Distance: 1 meter		Serial Interfaces: Ethernet and RS232 Power Supply: 15-28 VDC Power Consumption: Typical: 5 watts, Max: 16 watts Temperature Range: -15 to +70°C Standard -40 to +70°C Extended Temperature Option Altitude: 0 to 70,000 ft. Compass Safe Distance: 1 meter	None	
APPROXIMATE DIMENSIONS AND WEIGHT:				
Max. Width		Max. Width	None	
5.750 in.		5.750 in.	None	
4.750 in.		4.750 in.	None	
Max. Length		Max. Length	None	
7.301 in.		7.301 in.	None	
7.217 in.		7.217 in.	None	
Max. Height		Max. Height	None	
1.125 in.		1.125 in.	None	
1.125 in.		1.125 in.	None	
Weight		Weight	None	
≤ 1.25 lbs.		≤ 1.25 lbs.	None	
≤ 1.20 lbs.		≤ 1.20 lbs.	None	
* Face plate: Type I Aircraft (SS7000-1) Dzus Rail		* Face plate: Type I Aircraft (SS7000-1) Dzus Rail	None	
FREQUENCIES AND CHANNEL BANDWIDTH:				
RX AIS1: RX AIS2:		RX AIS1: RX AIS2:	None	
161.975 MHz at 25 kHz 162.025 MHz at 25 kHz		161.975 MHz at 25 kHz 162.025 MHz at 25 kHz	None	
AIS Data Rate: 9,600 bits/s (RF Input) Sensitivity: PER ≤ 20% @ -115 dBm Co-Channel Rejection: -10 dB Adjacent Channel Rejection: 70 dB Blocking: 84 dB Inter-modulation: 74 dB Large Signal PER: ≤ 1% Image Rejection: 70 dB		AIS Data Rate: 9,600 bits/s (RF Input) Sensitivity: PER ≤ 20% @ -115 dBm Co-Channel Rejection: -10 dB Adjacent Channel Rejection: 70 dB Blocking: 84 dB Inter-modulation: 74 dB Large Signal PER: ≤ 1% Image Rejection: 70 dB	None	
MIL STANDARDS:				
MIL-HDBK-217F: MTBF Environment: ARW (airborne rotary winged) MTBF @ -40C = 50,298 hrs, +25C = 49,797 hrs, +85C = 15,622 hrs• MIL-STD-704F – 28VDC		MIL-HDBK-217F: MTBF Environment: ARW (airborne rotary winged) MTBF @ -40C = 50,298 hrs, +25C = 49,797 hrs, +85C = 15,622 hrs• MIL-STD-704F – 28VDC	None	

	▪ MIL-STD-704A – 28VDC ▪ MIL-STD-461E – CE101 ▪ MIL-STD-461E – CE102 ▪ MIL-STD-461E – RE101 ▪ MIL-STD-461E – RE102 ▪ MIL-STD-461E – CS101 ▪ MIL-STD-461E – CS114 ▪ MIL-STD-461E – CS115 ▪ MIL-STD-461E – CS116 ▪ MIL-STD-461E – RS101		▪ MIL-STD-704A – 28VDC ▪ MIL-STD-461E – CE101 ▪ MIL-STD-461E – CE102 ▪ MIL-STD-461E – RE101 ▪ MIL-STD-461E – RE102 ▪ MIL-STD-461E – CS101 ▪ MIL-STD-461E – CS114 ▪ MIL-STD-461E – CS115 ▪ MIL-STD-461E – CS116 ▪ MIL-STD-461E – RS101	None	
	▪ MIL-STD-810E – 501.3 ▪ MIL-STD-810E – 502.3 ▪ MIL-STD-810E – 507.3 ▪ MIL-STD-810E – 513.4 ▪ MIL-STD-810E – 514.4 ▪ MIL-STD-810E – 514.5 ▪ MIL-STD-810E – 516.4 ▪ MIL-STD-810E – 520.3 ▪ MIL-STD-810F – 507.4 ▪ MIL-STD-810F – 509.4		▪ MIL-STD-810E – 501.3 ▪ MIL-STD-810E – 502.3 ▪ MIL-STD-810E – 507.3 ▪ MIL-STD-810E – 513.4 ▪ MIL-STD-810E – 514.4 ▪ MIL-STD-810E – 514.5 ▪ MIL-STD-810E – 516.4 ▪ MIL-STD-810E – 520.3 ▪ MIL-STD-810F – 507.4 ▪ MIL-STD-810F – 509.4	None	
AIS TEST SET					
	Portable, transmit-only AIS Test Set designed for verification and optimization of AIS receivers on aircraft.		Portable, transmit-only AIS Test Set designed for verification and optimization of AIS receivers on aircraft.	None	
	• Generates Up to 100 AIS Messages		• Generates Up to 100 AIS Messages	None	
	• Integrated, Internal AIS Antenna		• Integrated, Internal AIS Antenna	None	
	• RS232 and Bluetooth Communication options		• RS232 and Bluetooth Communication options	None	
Capable of performing:					
	• Pre-Operational Checks		• Pre-Operational Checks	None	
	• Identification of Malfunctioning Systems		• Identification of Malfunctioning Systems	None	
	• Field and Bench Testing		• Field and Bench Testing	None	
	• Simulated AIS Data		• Simulated AIS Data	None	
SPECIFICATIONS:					
	• User interface: RS232 at 115200 Baud		• User interface: RS232 at 115200 Baud	None	
	• (Bluetooth available; see Config. Options Worksheet)		• (Bluetooth available; see Config. Options Worksheet)	None	
	• Power Requirements: C cell batteries (X2)		• Power Requirements: C cell batteries (X2)	None	
	• (120V available; see Config. Options Worksheet)		• (120V available; see Config. Options Worksheet)	None	
	• Battery Life: 10 hours average		• Battery Life: 10 hours average	None	
	• Temperature Range:		• Temperature Range:	None	
	• Storage: -30 to +70 degrees C		• Storage: -30 to +70 degrees C	None	
	• Operation: -15 to +55 degrees C		• Operation: -15 to +55 degrees C	None	
	• Compass Safe Distance: 1 meter		• Compass Safe Distance: 1 meter	None	
AIS SIGNAL GENERATOR:					
	• Modulation Type: GMSK		• Modulation Type: GMSK	None	
	• AIS Data Rate: 9600 bits/s (RF Output)		• AIS Data Rate: 9600 bits/s (RF Output)	None	
	• Signal Generator Output: Less than 150 µV/m @ 3m		• Signal Generator Output: Less than 150 µV/m @ 3m	None	
	• Emission Type (ITU Class): 16KOFD		• Emission Type (ITU Class): 16KOFD	None	
	• EUT Port Output Level: -120 to -90 dBm w/ 20dB attenuator. Programmable.		• EUT Port Output Level: -120 to -90 dBm w/ 20dB attenuator. Programmable.	None	
	• EUT Impedance: 50 ohms		• EUT Impedance: 50 ohms	None	
	• Maximum Duty Cycle: 50%		• Maximum Duty Cycle: 50%	None	
	• EUT Port Input Power Level: 25 W maximum		• EUT Port Input Power Level: 25 W maximum	None	
	• Frequency Accuracy: +/- 2.5 ppm		• Frequency Accuracy: +/- 2.5 ppm	None	
DIMENSIONS AND WEIGHTS:					
	• Width: 9.68 in.		• Width: 9.68 in.	None	
	• Length: 10.62 in.		• Length: 10.62 in.	None	
	• Height: 4.87 in.		• Height: 4.87 in.	None	
	• Weight: < 7.5 lbs.		• Weight: < 7.5 lbs.	None	

FREQUENCIES AND CHANNEL BANDWIDTH:				
TX AIS1: 161.975 MHz at 25 KHz		TX AIS1: 161.975 MHz at 25 KHz	None	
NAVIGATION SPECIFICATIONS:				
• 12 Channel GPS Receiver		• 12 Channel GPS Receiver	None	
FRONT PANEL FEATURES:				
• Power Switch: ON/OFF MIL-S-83731 compliant Toggle Switch w/sealing boot		• Power Switch: ON/OFF MIL-S-83731 compliant Toggle Switch w/sealing boot	None	
• AIS Direct Output: N-type female w/cap and ball chain		• AIS Direct Output: N-type female w/cap and ball chain	None	
• GPS Antenna Input: TNC female w/cap and ball chain		• GPS Antenna Input: TNC female w/cap and ball chain	None	
• Serial Data: IP67 DB9 female w/ tethered dust boot		• Serial Data: IP67 DB9 female w/ tethered dust boot	None	
• LED Indicators: Power, Transmit, GPS Lock, Low Battery, *Bluetooth Status		• LED Indicators: Power, Transmit, GPS Lock, Low Battery, *Bluetooth Status	None	
*Bluetooth available; see Config. Options Worksheet		*Bluetooth available; see Config. Options Worksheet	None	
MECHANICAL:				
• Enclosure: 1200 Pelican™ Case (Polypropylene Copolymer)		• Enclosure: 1200 Pelican™ Case (Polypropylene Copolymer)	None	
• Material Finish: Bright Yellow		• Material Finish: Bright Yellow	None	
• IP67 Compliant		• IP67 Compliant	None	
DEVICE COMPLIANCE:				
• FCC Part 1S Subpart C Section 1S.209		• FCC Part 15 Subpart C Section 15.209	None	
• IC RSS-210 Issue 8		• IC RSS-210 Issue 8	None	
WARRANTY INFORMATION:				
AIS products to be free from defects for one full year from the date of purchase.		AIS products to be free from defects for one full year from the date of purchase.	None	

INSERT COPY OF
MANUFACTURER'S SPECIFICATIONS
BEHIND THIS PAGE

AeroComputers Airborne Systems
SINCE 1993

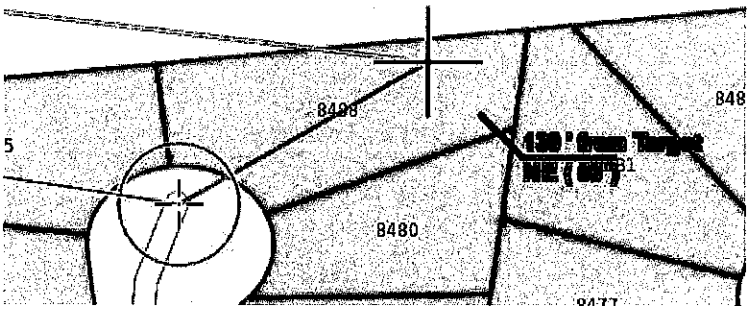
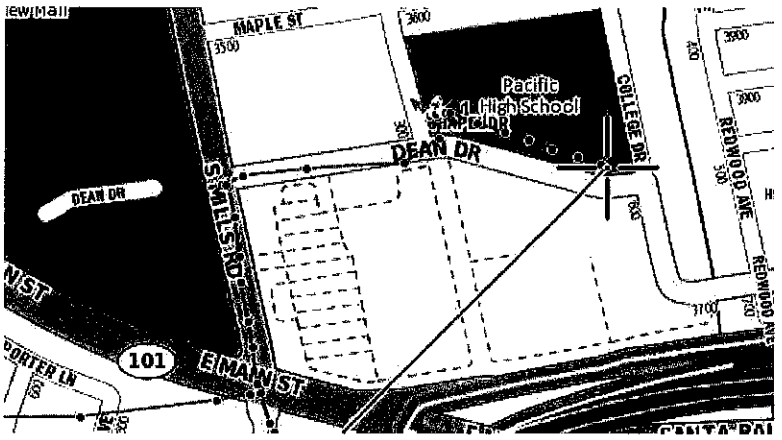
UC-6000 DIGITAL MAPPING SYSTEM MARKETING SPECIFICATION

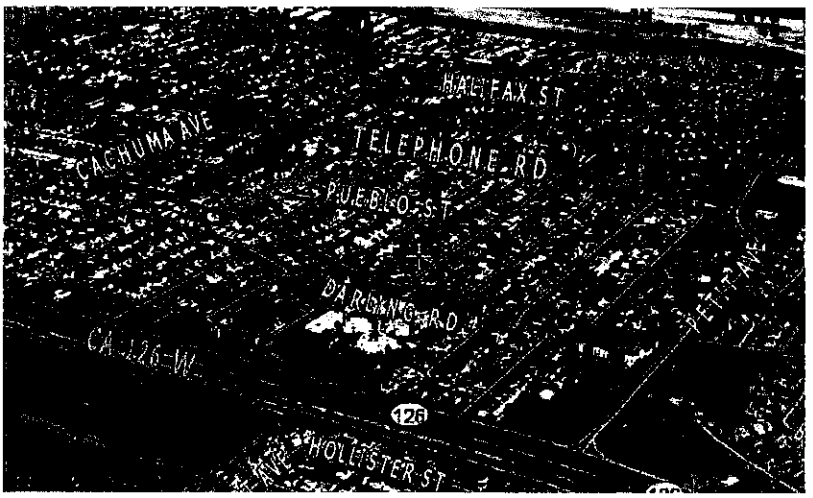
UC-6000 HARDWARE SPECIFICATIONS

GENERAL SPECIFICATIONS	
WEIGHT	12 LB
POWER	120 watt; 28VDC
DIMENSIONS	7.0"W x 6.5"H x 15.5"L
DO 160 CERTIFICATIONS	Vibration, Shock, Temperature, Altitude, EMI
MOUNTING	Tool-less removal
GPS RECEIVER	Integrated WAAS-capable
ENVIRONMENTAL CONDITIONS	
STORAGE TEMPERATURE (˚C)	-40 to +85
OPERATING TEMPERATURE (˚C)	-40 to +55
COMPUTER SPECIFICATIONS	
PROCESSOR	Intel Core i7
MEMORY	16GB
HARD DRIVE DATA STORAGE	2TB Solid State Drive (SSD)
INPUTS/OUTPUTS	
HD-SDI	(4) input, (3) output, (1) loop-through output
VGA	(3) Outputs
HDMI	(1) Service port
COMPOSITE	(1) NTSC/PAL Input
SERIAL COMMUNICATIONS PORTS	(7) RS-232 or RS-422 for attaching gimbals and other devices
USB	(1) USB 3.0 port; (3) USB 2.0 ports
ETHERNET	(2) Gigabit ports
Internal Digital Video Recorder (DVR)	
VIDEO COMPRESSION	H.264
SELECT INPUTS	Digital and Analog Signals
AUDIO INPUT	High Definition
RESOLUTION, QUALITY, AND FRAME RATE	Configurable up to 1080p at 60Hz
VIDEO CONTAINER FORMATS	MPEG-4 and MPEG-TS
KLV METADATA	MISB 601, STANAG 4609
RECORDING MEDIA	Internal SSD, USB drive, Upload to drive or cloud
SUPPORTED VIDEO PLAYERS	Playable by most standard video players

UltiChart™ 3.0

MISSION MANAGEMENT SOFTWARE FEATURES

MAPPING AND DATA	
AeroStreet™ DYNAMIC MAPS	On-demand scaling from the world level to the tactical parcel level, with 16 levels of vector-based maps
FAA MAPS	Helicopter*, Terminal Area*, Sectional, and WAC Charts provided for situational awareness; not for navigation (*where available)
DATA	Obstacle database, High-resolution terrain elevation data provided for situational awareness; not for navigation
TOPOGRAPHIC MAPS	USGS 24k, 100k, US Forest Service (where available)
AERIAL IMAGERY	High-resolution Aerial Imagery, sub-meter Aerial Imagery (where available)
GEOGRAPHIC COVERAGE	North American AeroStreet™ Maps (USA, Canada and Mexico) Other Countries available
OPTIONAL & CUSTOM MAPS	NOAA Nautical Charts, 8k & 2k Aerial, Custom, including trail maps
INTERACTIVE MAP FEATURES	
DISTANCE AND BEARING MEASUREMENTS Measure distances and directions to help deliver situational awareness to ground personnel.	
GIMBAL BREADCRUMBS Allows the operator to view the track of the gimbal. One-key toggle on/off.	
WAYPOINTS	- Persistent - Created on-the-fly or imported from existing data - Temporary - Created on-the-fly, can be saved - Mission Folder - Stored on USB media for easy transfer
INCIDENT MAPPING	- Draw incident boundary using the gimbal, the aircraft position, or manually with the cursor keys - Measures the length of the incident perimeter and the enclosed area - Can be exported for analysis with GIS Systems or Google Earth

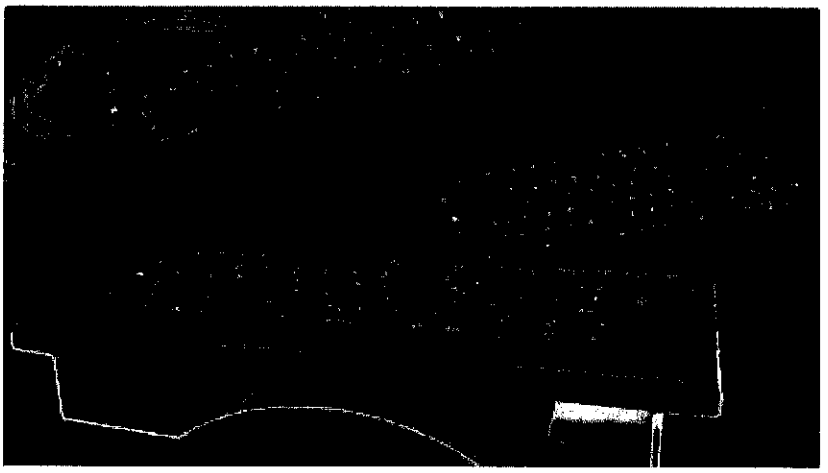
TARGETING CAPABILITIES	
SmartSearch targeting - Search Address, Intersections, POIs, Businesses, and Aviation data from one place	
Target geographic location (lat/lon, MGRS, UTM) and waypoints	
Temporary waypoints and Laser Range Finder (LRF) targets (LRF not standard on all gimbals)	
Dynamic Targets when integrated with supported equipment, e.g. AIS	
Focused Searching - user defined	
Limitless Searching - Search within a single county, multiple counties, entire state or custom area	
"Sounds Like" and "partial match" searching	
View target history - revisit previous targets from the current mission	
Vehicle speed measurement - using the distance/time measurement (VASCAR) method	
Grid Search - User defined Grid; system fills in grid tiles based on search parameters	
FOCUS ON YOUR MISSION, NOT THE SOFTWARE	
User dialogs do not cover up the video; search without ever taking your eyes off the target	
Focus on the video and nothing else with one-button decluttering	
Enhanced on-screen information	
FLEXIBILITY - PERIPHERAL SUPPORT	
MONITORS	- Works with all major monitor manufacturers - Resolution - Standard to Full HD - Aspect Ratio - Standard to Wide Screen - Flexible Smart Search Dialogue, and Smart Bar sizes - Interfaces with all touch screen monitors
INFRARED/EO CAMERA SENSORS	Wide range of gimbal models supported; available functionality dependent on specific model integrated
UC3D™ - VIDEO OVERLAY	
Overlay data directly on live gimbal video or aerial imagery, such as street lines, street names, address points, or points of interest (POIs).	
Allows the operator to maintain focus on gimbal video.	
Blend between video and aerial imagery.	
Dynamic labels, always have a street name in view.	
Superior overlay alignment with physical features	
View independent projected video to see properly geolocated video	
One-touch information de-clutter	

DVR (DIGITAL VIDEO RECORDER)
Can record the raw Camera video and/or the Screen display
The Internal DVR can record TWO simultaneous streams; each video source can be started/stopped independent of each other
Can be started automatically when UltiChart™ is launched
Replay: Pause, Rewind, Fast-Forward, and Zoom
Audio recording and playback
No additional equipment needed to record the screen with overlays
Download and play recording on any computer with no special hardware or software needed
DOWNLOAD OPTIONS
Wireless download to another hard drive or cloud - based storage
USB download
VIDEO REPLAY
Can replay the last 10 most recent videos during mission while still recording
Can replay the current Camera recording or the current Screen recording
Can be paused/resumed with single keystroke
Can be reversed/forwarded in 30 second increments with single keystroke
Easy control of playback and rewind
Replay can be viewed in split-screen or full-screen replay with single keystroke
Video "scrubbing" available
INTEGRATION WITH OTHER SOFTWARE AND HARDWARE
MDT, CAD, MDC systems
Falconview
Sentient Kestrel
Radars
Downlink Systems
Searchlights
LoJack
OTHER SOFTWARE TOOLS AND UTILITIES
Import and Export flight history, waypoints, screenshots, mission folders, and log files
Map Data Manager for importing custom maps and data
Simulation and Replay utilities provided for training, mission analysis, and mission planning
Technical Tools are provided for configuration and system troubleshooting
Remote access for technical support, updates and training
TRAINING AND TECH SUPPORT
Instructional videos are available for basic and advanced users
Learn from our technical trainer with 26 years law enforcement / 6 years Tactical Flight Officer experiance
Telephone support available for technical and operational questions with our field service reps

OPERATOR INTERFACE

Operator interface options include using the AK-4 keyboard loose or sliding version, Touchscreen Keyboard and Soft Button Overlay that can be used separately or together.

Use the AK-4 Keyboard integrated mouse or a separate mouse / pointer.



3 Year UC-6000 hardware
System lifetime free map/data updates using wireless connection for remote access
Extended hardware warranty agreements are available upon request

SHINE MICRO®

RADARPLUS® SA161-MH

MIL-SPEC HIGH SENSITIVITY AVIONICS AIS RECEIVER

The RadarPlus® SA161-MH is a globally-deployed, industry-proven AIS surveillance solution.

Over 250,000 ships worldwide transmit position and identity information via the Automatic Identification System (AIS). Increased AIS tracking range and concentration is achieved by Shine Micro AIS receivers for aircraft. Industry-leading sensitivity is attained through Shine Micro exclusive I/Q Synchronous demodulator technology, facilitating superior reception of noisy, weak signals.

Enclosed in a fully-shielded and NVIS-compatible aluminum case, the SA161-MH is rugged, light weight, corrosion resistant, and capable of high altitude operation over a wide temperature range. Mounting options include a Type 1 Aircraft Dzus Rail or a bottom flange mount.

The SA161-MH features dual outputs via Ethernet and RS-232. Both may be utilized to receive data from the device simultaneously. The Ethernet module is configurable as TCP server, TCP client, UDP point-to-point, or UDP broadcast.

HIGHLIGHTS

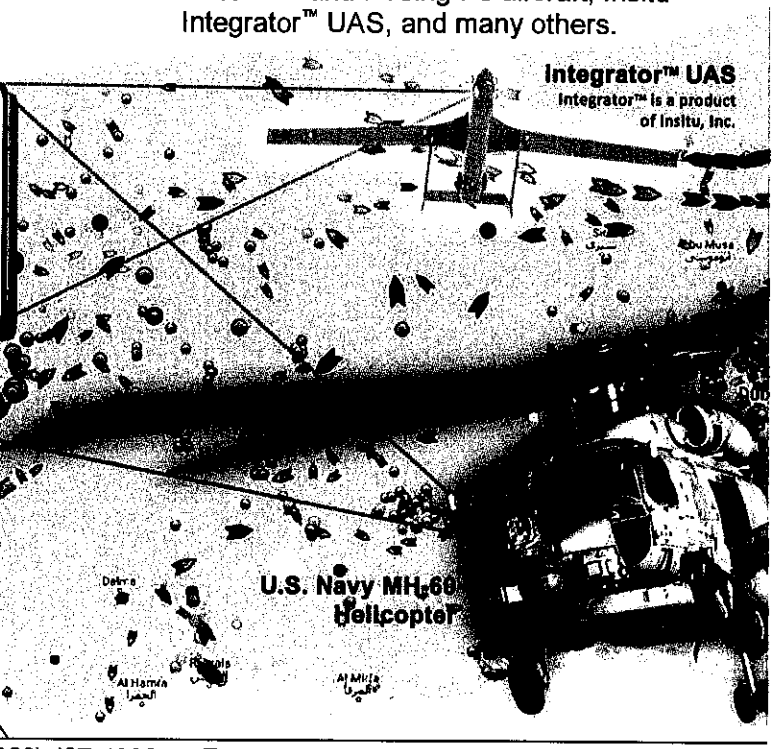
- **High Sensitivity**
- **MIL-Spec Construction**
- **Low Power Consumption**
- **Integrated 12-Channel GPS**
- **Superior RF Input Protection**
- **High Altitude Operation**
- **Wide Operating Temperature Range**
- ***Exclusive* Shine Micro Enhanced Signal Processing Software (ESP)**

The Shine Micro companion product ST162-T1 AIS Test Set is recommended for optimization of AIS equipment and installations prior to deployment.

The SA161-MH and ST162-T1 are COTS equipment and standard options on Lockheed Martin/Sikorsky MH-60 Helicopters, Lockheed Martin P3 and Boeing P8 aircraft, Insitu Integrator™ UAS, and many others.

Shine Micro SA161-MH AIS Receiver for Avionics

Shine Micro ST162 AIS Test Set



PHONE (360) 437-2503 ▪ FAX (360) 437-4003 ▪ EMAIL INFO@SHINEMICRO.COM
P.O. BOX 340 ▪ PORT GAMBLE, WA. 98364 ▪ WWW.SHINEMICRO.COM
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DSB-SAMH-000 REV. 1.5 ▪ 11/09/2018

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SHINE MICRO®

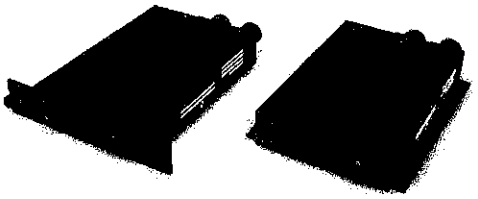
RADARPLUS® SA161-MH

MIL-SPEC HIGH SENSITIVITY AVIONICS AIS RECEIVER

System Specifications

- **Designation:** Dual AIS Receiver
- **Serial Interfaces:** Ethernet and RS232
- **Power Supply:** 15-28 VDC
- **Power Consumption:** Typical: 5 watts, Max: 16 watts
- **Temperature Range:** -15 to +70°C Standard
  -40 to +70°C Extended Temperature Option
- **Altitude:** 0 to 70,000 ft.
- **Compass Safe Distance:** 1 meter

Approximate Dimensions and Weights



Type 1 Dzus Rail Mount* **Flange Mount**

Max. Width	5.750 in.	4.750 in.
Max. Length	7.301 in.	7.217 in.
Max. Height	1.125 in.	1.125 in.
Weight	≤ 1.25 lbs.	≤ 1.20 lbs.

*Face plate: Type I Aircraft (SS7000-1) Dzus Rail

Frequencies and Channel Bandwidth

- **RX AIS1:** 161.975 MHz at 25 KHz
- **RX AIS2:** 162.025 MHz at 25 KHz

AIS Receivers

- **AIS Data Rate:** 9600 bits/s (RF Input)
- **Sensitivity:** PER ≤ 20% @ –115 dBm
- **Co-channel Rejection:** -10 dB
- **Adjacent Channel Selectivity:** 70 dB
- **Blocking:** 84 dB
- **Intermodulation:** 74 dB
- **Large Signal PER:** 1% or better
- **Image Rejection:** 70 dB
- **Spurious Rejection:** 70 dB

Enhanced Signal Processing

Enhanced signal processing features including:

- Received Signal Strength Indication
- Ambient Noise Measurement

Serial Interface Details

The serial interface of the SA161-MH conforms to ITU-R M. 1371-5 and NMEA 0183 data protocol with additional proprietary sentences. Received AIS messages are reported using the NMEA 0183 VDM sentence. GPS position data is reported using the GGA, ZDA and VTG NMEA 0183 sentences. Data is simultaneously output via RS232 and Ethernet. The Ethernet module is configurable as TCP server, TCP client, UDP point to point, or UDP broadcast at10/100 Mbps.

To request full serial interface specifications, please e-mail info@shinemicro.com or call Shine Micro at (360) 437-2503.

Connectors

- **Power:** D38999 / 20WB98SA
- **Data:** D38999 / 20WB35SN
- **GPS Antenna:** female TNC
- **AIS Antenna:** female Type N

Indicators

- NVIS-compatible Power/Status LED

MIL Standards

- MIL-HDBK-217F: MTBF Environment: ARW (airborne rotary winged) MTBF @ -40C = 50,298 hrs, +25C = 49,797 hrs, +85C = 15,622 hrs
- MIL-STD-704F – 28VDC
- MIL-STD-704A – 28VDC
- MIL-STD-461E – CE101
- MIL-STD-461E – CE102
- MIL-STD-461E – RE101
- MIL-STD-461E – RE102
- MIL-STD-461E – CS101
- MIL-STD-461E – CS114
- MIL-STD-461E – CS115
- MIL-STD-461E – CS116
- MIL-STD-461E – R5101
- MIL-STD-461E – RS103
- MIL-STD-810E – 501.3
- MIL-STD-810E – 502.3
- MIL-STD-810E – 507.3
- MIL-STD-810E – 513.4
- MIL-STD-810E – 514.4
- MIL-STD-810E – 514.5
- MIL-STD-810E – 516.4
- MIL-STD-810E – 520.3
- MIL-STD-810F – 507.4
- MIL-STD-810F – 509.4

WARRANTY INFORMATION

Shine Micro warrants its products to be free from defects for one full year from the date of purchase. Shine Micro will, at its sole discretion, repair or replace any components that fail in normal use. Labor and material costs for such repairs or replacement will be free of charge. This warranty does not cover failures due to abuse, misuse, accidents, or unauthorized alterations or repair.

PHONE (360) 437-2503 ▪ FAX (360) 437-4003 ▪ EMAIL INFO@SHINEMICRO.COM
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DSB-SAMH-000 REV. 1.5 ▪ 11/09/2018

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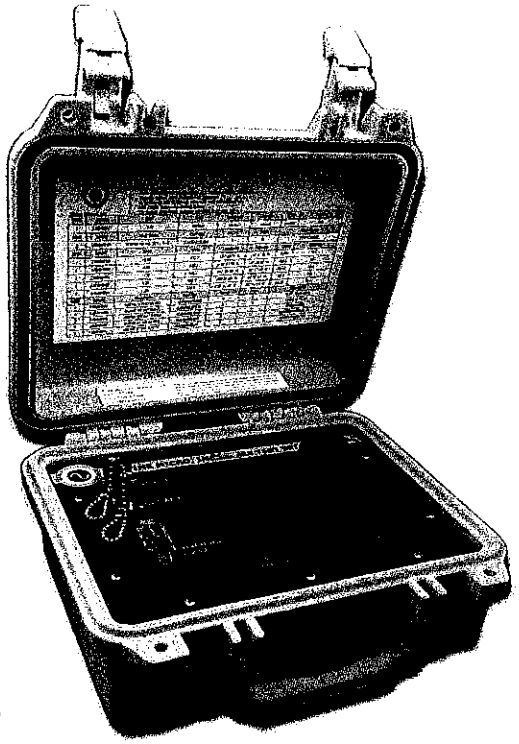
SHINE MICRO®

ST162-T1

PORTABLE RUGGED TRANSMIT-ONLY AIS TEST SET



INTRODUCING THE ST162-T1:

A portable, transmit-only AIS Test Set designed for verification and optimization of AIS receivers on aircraft, ships, and shore stations.

- **Generates** Up to 100 AIS Messages
- **Integrated, Internal** AIS Antenna
- **RS232** and **Bluetooth** Communication options
- **Fast setup, Lightweight, Simple to use**

The **ST162-T1** features an internal VHF antenna and is pre-configured with 10 AIS messages including 6 unique MMSI numbers, allowing fast and simple operation straight out of the box. Simply turn on the **ST162-T1** and begin testing.

The included PC software enables programming of up to 100 AIS messages. Along with standard ship messages, the **ST162-T1** can also simulate an AIS Aid to Navigation (AtoN), Safety Related Message (SRM), Search and Rescue Transmitter (SART) and binary message types.

Appropriate for both lab and field technicians, the **ST162-T1** is housed in a compact, rugged, lightweight and highly visible Pelican™ 1200 series enclosure, and is powered by two alkaline C cell batteries. The control panel is protected against exposure to UV, dust, impact and water immersion by IP67-rated hardware. All removable parts, including connector caps and battery covers, are tethered for use on active runways.

AIS system failures are most often due to incorrect connections, faulty or damaged cables or connectors, or incompatible display devices or software. Save valuable time and resources by using the ST162-T1 portable AIS Test Set to quickly and easily verify an AIS installation before each AIS deployment.

The ST162-T1 is used for:

- **Pre-Operational Checks**
- **Identification of Malfunctioning Systems**
- **Field and Bench Testing**
- **Simulated AIS Data**
- **Installation Quality Comparisons**
- **Other Custom Data**

PHONE (360) 437-2503 ▪ FAX (360) 437-4003 ▪ EMAIL INFO@SHINEMICRO.COM
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DSB-ST16-2T1 REV. 2.2 ▪ 02/23/2018

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SHINE MICRO®

ST162-T1

PORTABLE RUGGED TRANSMIT-ONLY AIS TEST SET

System Specifications

- **Designation:** Portable AIS Test Set for AIS Receivers
- **User Interface:** RS232 at 115200 Baud (Bluetooth available; see Config. Options Worksheet)
- **Power Requirements:** C cell batteries (X2) (120V available; see Config. Options Worksheet)
- **Battery Life:** 10 hours average
- **Temperature Range:**
  - **Storage:** -30 to +70 degrees C
  - **Operation:** -15 to +55 degrees C
- **Compass Safe Distance:** 1 meter

Navigation Specifications

- **12 Channel GPS Receiver**

Dimensions and Weights

- **Width:** 9.68 in.
- **Length:** 10.62 in.
- **Height:** 4.87 in.
- **Weight:** < 7.5 lbs.

Frequencies and Channel Bandwidth

- **TX AIS1:** 161.975 MHz at 25 KHz

AIS Signal Generator

- **Modulation Type:** GMSK
- **AIS Data Rate:** 9600 bits/s (RF Output)
- **Signal Generator Output:** Less than 150 µV/m @ 3m
- **Emission Type (ITU Class):** 16KOFD
- **EUT Port Output Level:** -120 to -90 dBm w/ 20dB Attenuator. Programmable. (20 dB attenuator included in recommended companion product BDL-T162-001 ST162-T1 Quick Start Bundle.)
- **EUT Port Impedance:** 50 Ω
- **Maximum Duty Cycle:** 50%
- **EUT Port Input Power Level:** 25 W maximum
- **Frequency Accuracy:** +/- 2.5 ppm

Message Formats

- Capable of simulating AIS messages 1, 2, 3, 5, 6, 8, 12, 14, 18, 19, 21, 24A and 24B non-encrypted* AIS messages

  *Contact Shine Micro for additional messages and encryption options

Mechanical

- **Enclosure:** 1200 Pelican™ Case (Polypropylene Copolymer)
- **Material Finish:** Bright Yellow
- **IP67 Compliant**

Front Panel Features

- **Power Switch:** ON/OFF MIL-S-83731 compliant Toggle Switch w/sealing boot
- **AIS Direct Output:** N-type female w/ cap and ball chain
- **GPS Antenna Input:** TNC female w/ cap and ball chain
- **Serial Data:** IP67 DB9 female w/ tethered dust boot
- **LED Indicators:** Power, Transmit, GPS Lock, Low Battery, *Bluetooth Status

  *Bluetooth available; see Config. Options Worksheet

Device Compliance

- **FCC Part 15 Subpart C Section 15.209**
- **IC RSS-210 Issue 8**

WARRANTY INFORMATION

Shine Micro warrants its products to be free from defects for one full year from the date of purchase. Shine Micro will, at its sole discretion, repair or replace any components that fail in normal use. Labor and material costs for such repairs or replacement will be free of charge. This warranty does not cover failures due to abuse, misuse, accidents, or unauthorized alterations or repair.

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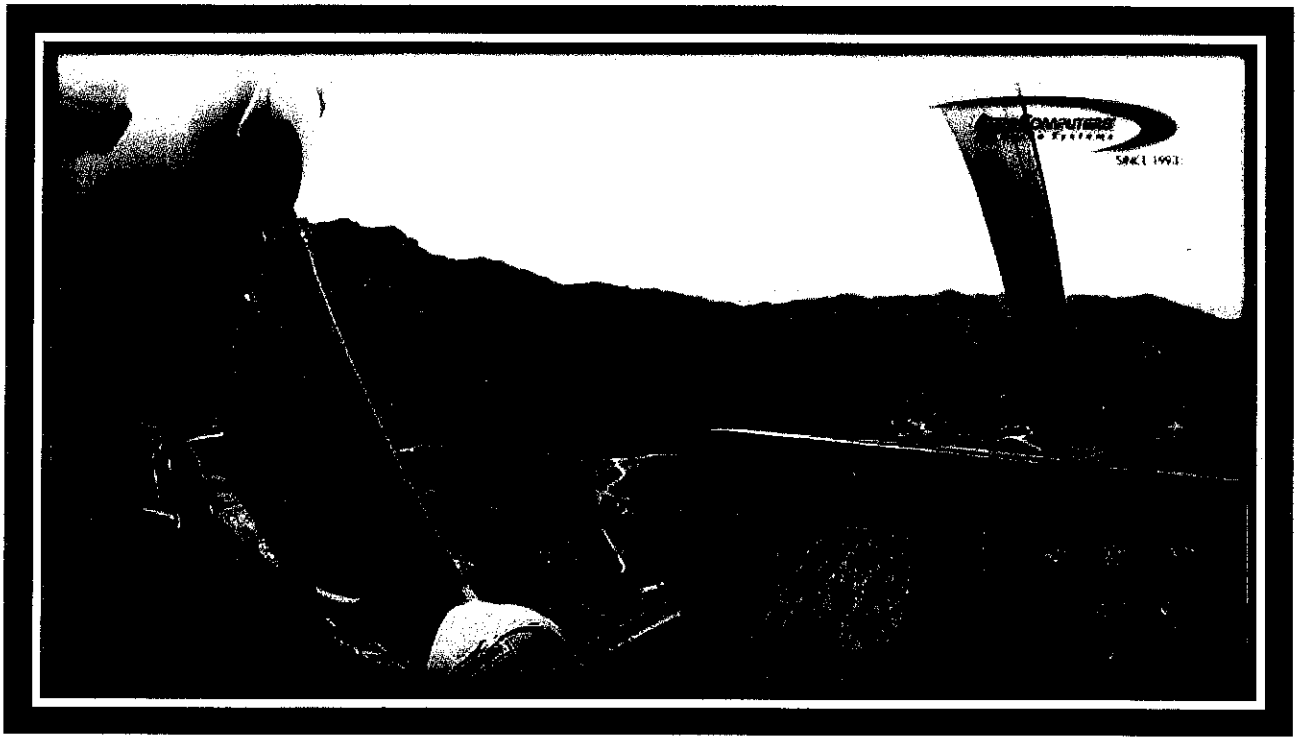
AEROCOMPUTERS, INC.

UC-6000 SYSTEM 2020 OVERVIEW



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Airborne Systems
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Oxnard, CA 93030

AeroComputers Proprietary Information

INTRODUCTION

AeroComputers, Inc. (ACI) located at 2889 W. Fifth Street Oxnard, CA is the first company in the United States to develop and market a moving map system for airborne law enforcement, fire prevention & control, search & rescue, and multi-mission aircraft operations. The founder, Mark Gassaway, conceived of and developed prototype systems in the early 1990's. Guiding principles were established from the outset:

- Goals of development:
  - To understand our customers' mission requirements and develop products that exceed those expectations.
- Integration with industry partners:
  - Provide customized interfaces for peripheral systems to ease the workload and enhance efficiency of systems operators.
- Support:
  - Our customers' missions save lives, property, and the environment. When a system requires repair, we work diligently to minimize repair time by providing timely technical support in both our repair center and onsite.
  - UC-6000 system software and map updates are free for the life of the system.
  - Ongoing advanced training ensures operators are proficient in system operation.

After 25 years of supporting law enforcement and Para public agencies, AeroComputers continues to embrace the guiding principles and values established years ago. Our team of professionals consistently strive to provide the highest quality products and support in the aviation industry.

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Executive Summary

UC-6000 Features

- Video Overlay
- Custom Maps
- AeroStreet™ Maps
- Parcel Maps
- Aerial Imagery
- Fire / Incident Mapping
- Digital Video Recorder
- Manage Flights
- Grid Search

Typical System Interconnect

Customers

Summary

Contact Information

EXECUTIVE SUMMARY

AeroComputers, Inc. produces the UC-6000, consisting of a single ruggedized hardware unit, developed for tactical aerial operations and compliant with DO-160 standards. The UC-6000 hardware supports the UltiChart™) Mission Management System software, consisting of a digital mapping system, mission management software, UltiChart3D (UC3D) live video overlay, and a built in two channel digital video recorder (DVR). AeroComputers also provides the AK-4 keyboard/pointer, which is the preferred user interface device.

AeroComputers, Inc. currently supports over 700 UltiChart™ systems worldwide. Customers include police and sheriff's departments, search and rescue, special missions, National Guard, military, federal and national police.

The AeroComputers' UC-6000 Mission Management System integrates the operation of mission equipment with overlay of map data on live video and a variety of map and chart types enhancing mission effectiveness by offering an information overview in real-time, thus providing a solid basis for making the right decision at the right moment. The system is easy to understand and simple to operate.

Internal DVR Flight Files created for each flight, can be replayed for analysis and/or exported to Google Earth, plotting the flight path with targets, waypoints, incident perimeters, and captured screenshots.

The AeroComputers' UC-6000 interfaces with a host of peripheral equipment such as searchlights and microwave downlink to assist the mission. Our engineers excel at creating user interfaces allowing operators to access mission equipment controls on the same monitor used to display maps and video. This often results in the removal of extra display units in the cockpit to free up valuable space.

UC-6000 interfaces include:

- Overlay map data on EO sensor live video
- Searchlights
- Radar
- Airborne Tactical Communication Systems
- Garmin
- Automatic identification System (AIS)
- LoJack
- Rhotheta
- 3G/4G and Microwave uplink/downlink
- Cursor on Target protocol

UC-6000 FEATURES

VIDEO OVERLAY

AeroComputers UC3D™ Live Video Overlay seamlessly projects map data layers to overlay information on live video such as streets, addresses, intersections, places of interest, lines, polygons, and fire / incident mapping. The result is one unbeatable situational awareness tool reducing workload for the operator and providing enhanced mission surveillance results.

Figures 1 – 4 illustrate the quality and performance of the UC-6000 UC3D™ Live Video Overlay.

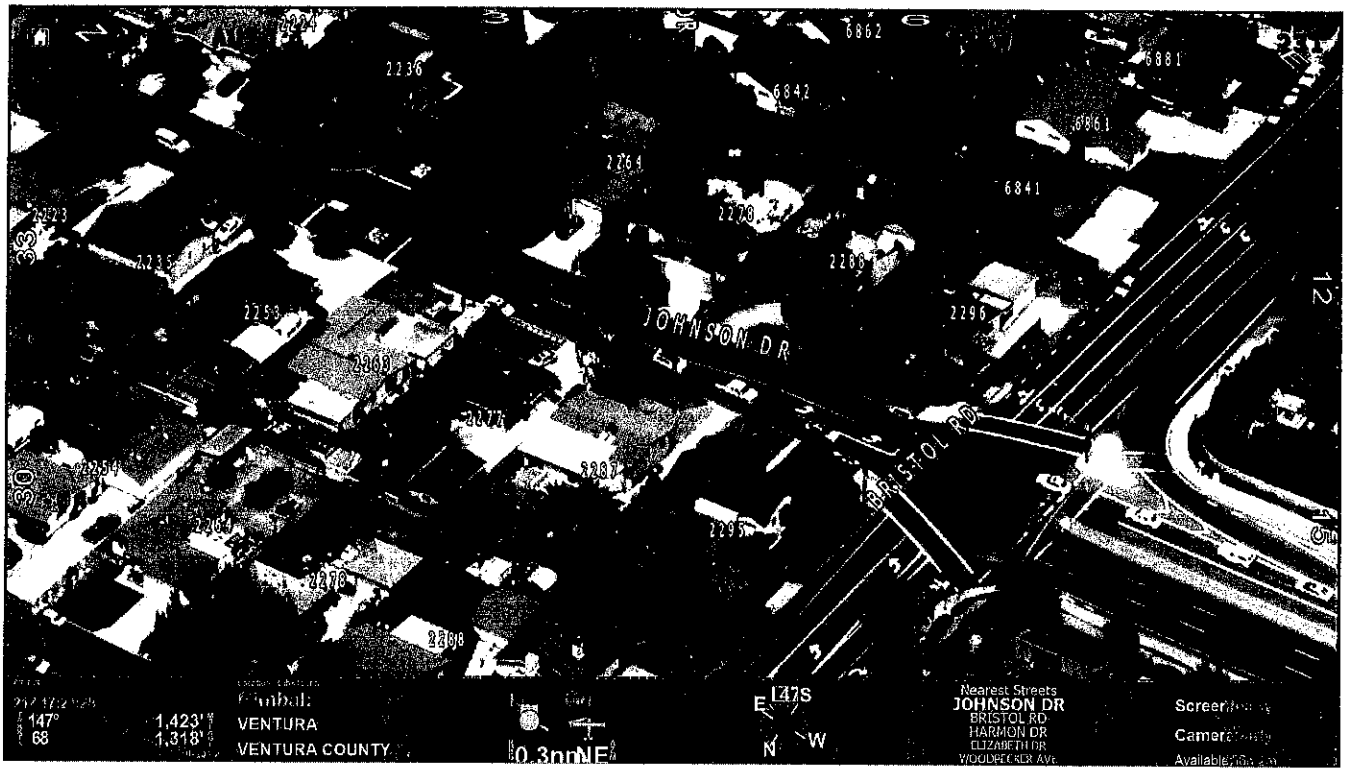

Figure 1

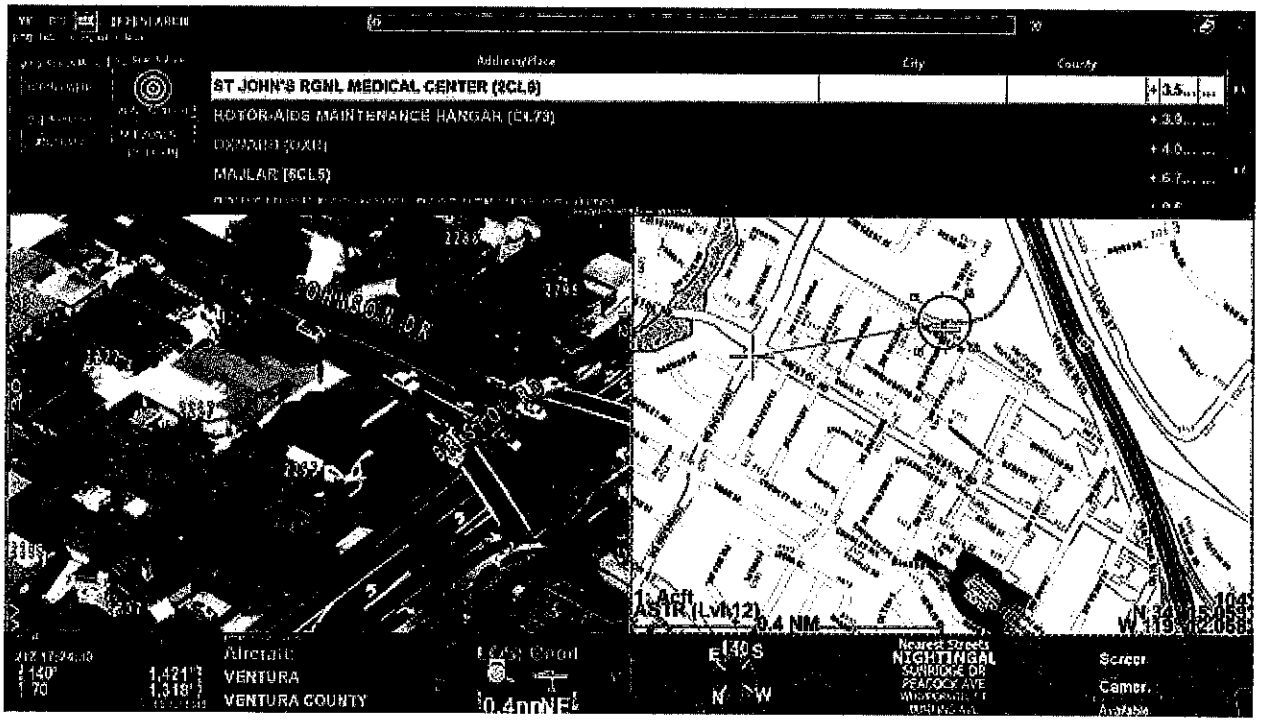

Figure 2

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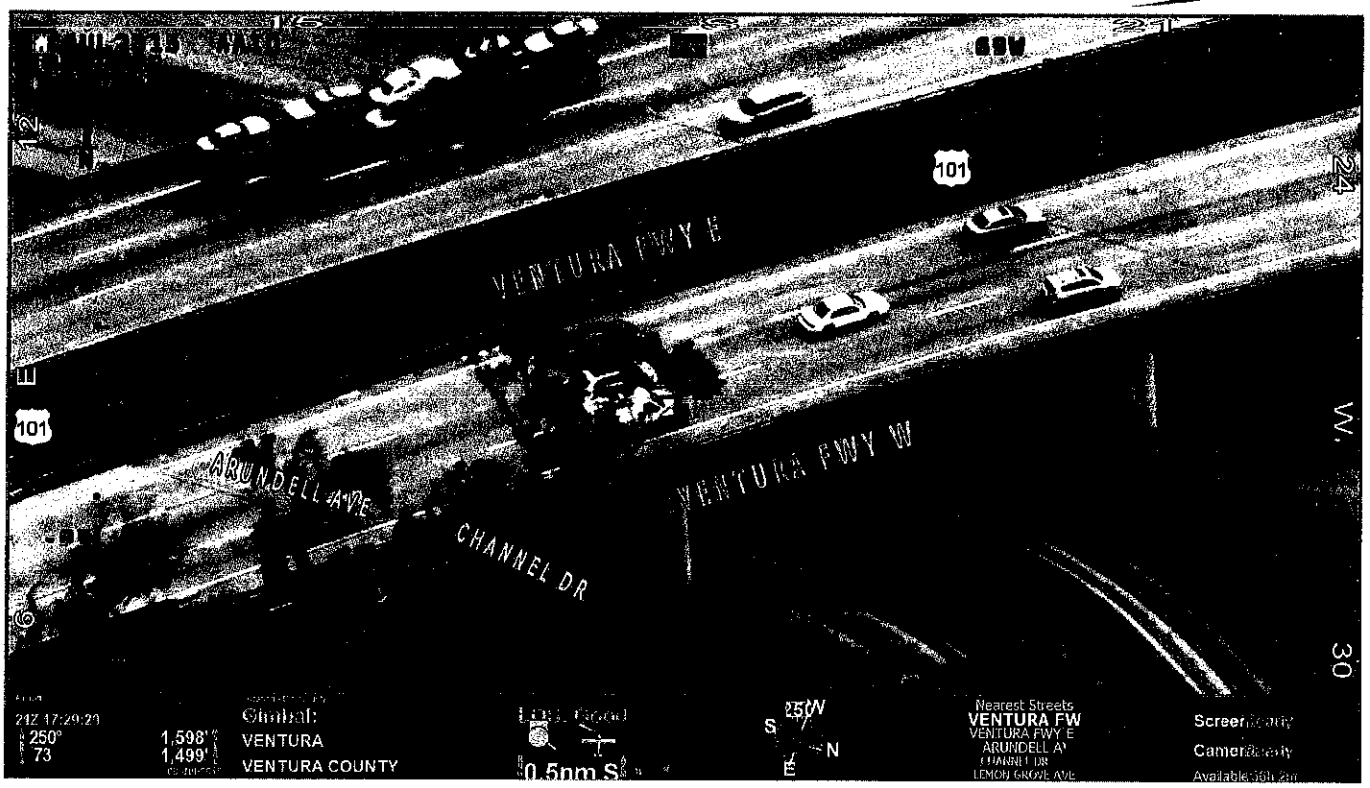

Figure 3

Figure 4

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MAPS

AeroComputers' UC-6000 offers a wide range of map data including:

- Roads and streets
- Aerial imagery
- Trail systems
- Aviation navigation
- Parcel data
- Topographical Maps
- Satellite Imagery
- Nautical Charts
- Customer supplied map shapefiles

NOTE: Availability of maps dependent on accessibility of data. Custom maps and custom map updates may be subject to an additional charge.

AeroStreet™ Maps

AeroStreet™ maps are dynamically scaled from national level to tactical parcel level with levels ranging from 0 (largest scale) to 15 (smallest scale). Figure 5 and 6 are samples of level 12 and 9.

AeroStreet map features include:

- Map scale is controlled by the user interface keyboard using the [+] and [-] keys
- Cycle any displayed map thru three (3) available zoom levels: 67%, 100%, and 200%
- Switch between daylight and night display modes
- Map displays oriented to North Up or Course Up
- Map slots provide views centered on the aircraft, a selected target, or the gimbal line of sight (LOS) intercept

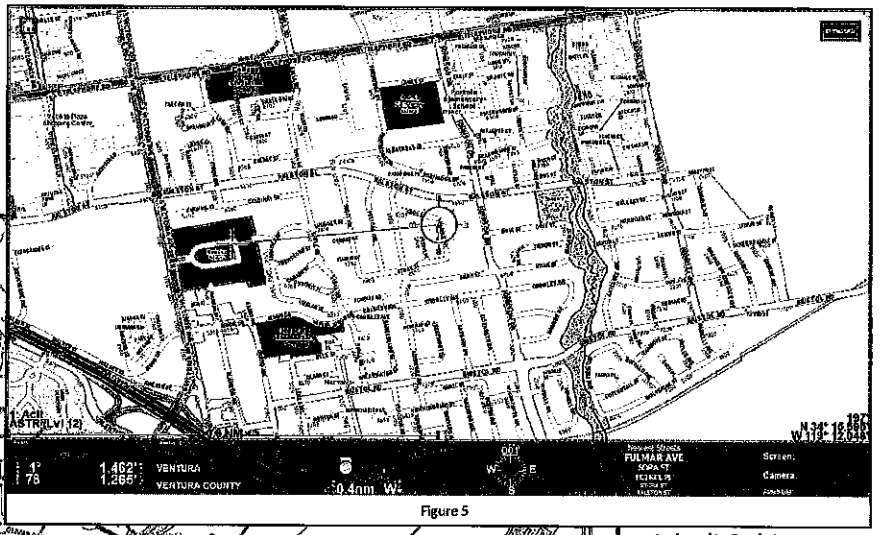

Figure 5

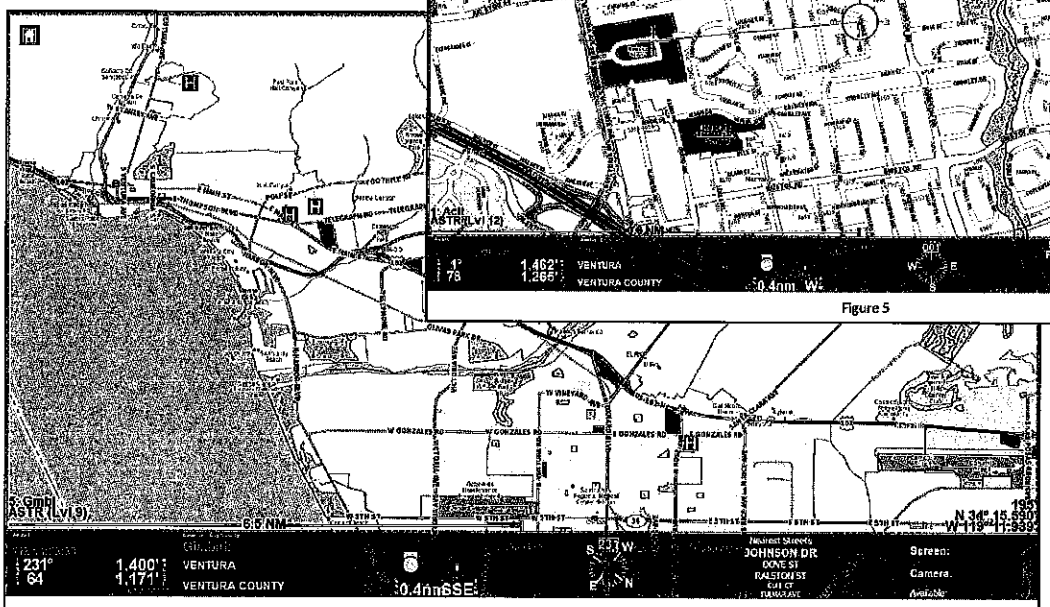

Figure 6

Parcel Maps

AeroStreet™ maps display tactical parcel boundary detail where available and are dynamically scaled from national level to tactical parcel level in 16 steps. Custom parcel data prepared by local agencies can be incorporated into UltiChart™ 3.0 for display on AeroStreet™ maps.

Figure 7 - Level 14 map shows split screen of live video overlay and parcel boundaries (Figure 8 Level 15).

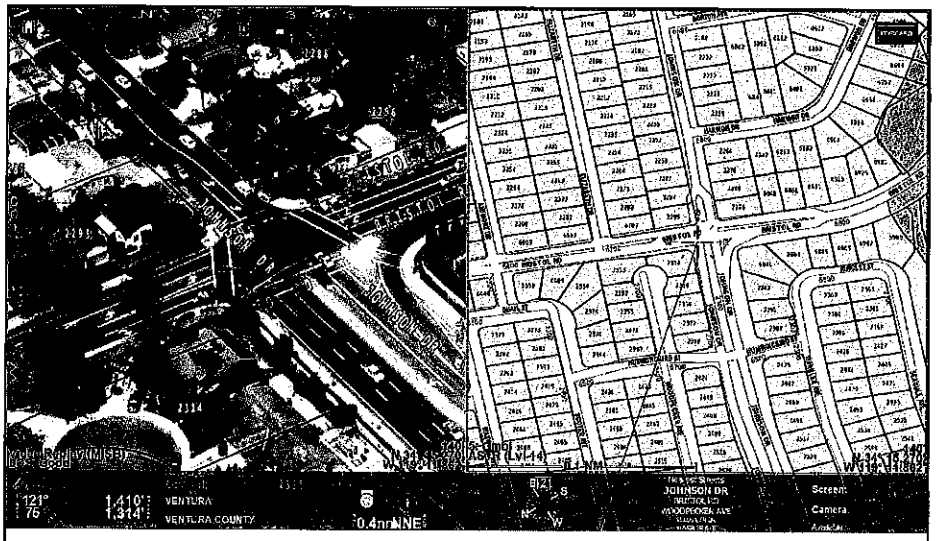

Figure 7

Figure 8

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Aerial Imagery

Aerial imagery maps provide a "bird's-eye view of the earth and complement AeroStreet™ maps for mission use. When used together they provide operators with enhanced situational awareness and information not readily available in bad weather, heavy smoke conditions or at night.

Aerial imagery map levels range from level 0 (largest scale) to level 15 (smallest scale). Map scale is controlled by the user interface keyboard using the [+] & [-] keys. Map Levels 13, and 14 are depicted in Figures 9 and 10.

Figure 9

Figure 10

After a devastating event of flooding, fire, cyclone or tornado, aerial imagery provides helpful information in assessing the needs of the community so local officials and first responders can effectively prioritize and provide help to those who are in the greatest need. Aerial imagery provides timely house by house damage assessment of the affected area and supports search and rescue efforts.

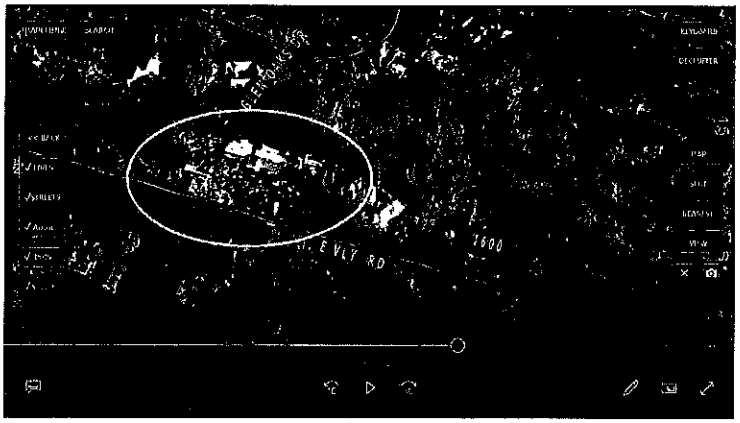

Figure 11

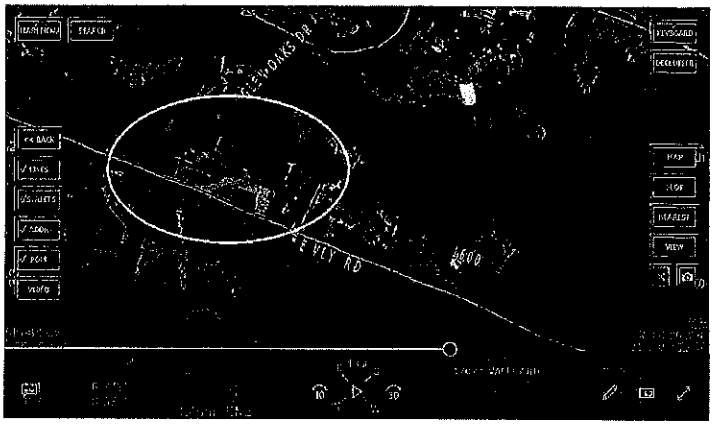

Figure 12

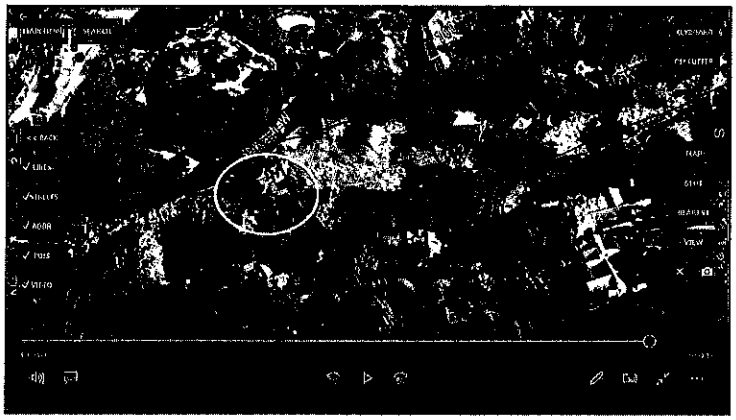

Figure 13

Figure 14

Figures 11 – 14 show the before and after pictures of homes and property destroyed in the Santa Barbara, California floods and mudslides of January 2018. The UC-6000 augmented reality mapping system displays parcel boundary lines, addresses and roads allowing aircrews to identify affected roads and homes, thus aiding rescue efforts.

Figures 15, 16 show the before and after pictures of homes and property destroyed with addresses displayed. With the assistance of flight crews, first responders are able to effectively coordinate search and rescue efforts.

The UC-6000 UC3D™ software offers selectable aerial imagery views that provide different perspectives of either the Gimbal Line of Sight (LOS) (where the camera is pointed) , or the aircraft position.

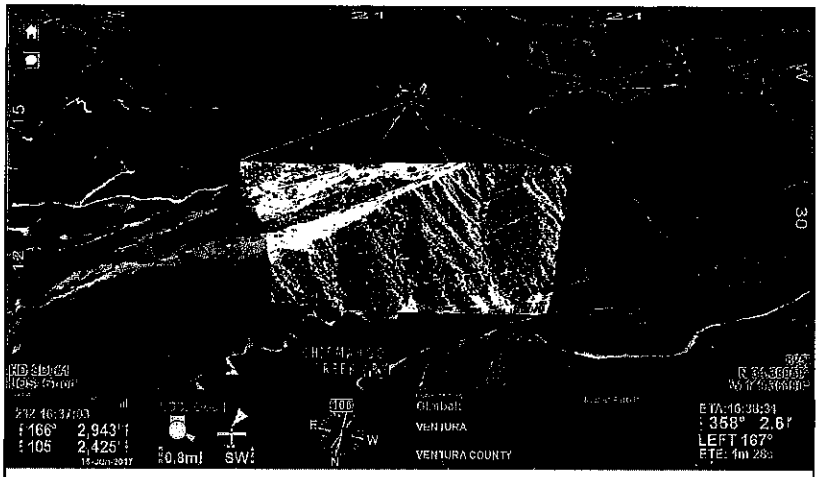

Figure 17

Figure 17 displays the aircraft position, aerial imagery and camera field of view in the same orientation as the camera video. is helpful in providing situational awareness for the operator, when clouds or smoke obscure the scene.

Figure 18A

Figure 18A & 18B: Use the Gimbal Top View for the camera field of view overlaid on high-resolution aerial imagery. This is especially helpful for post disaster damage assessment.

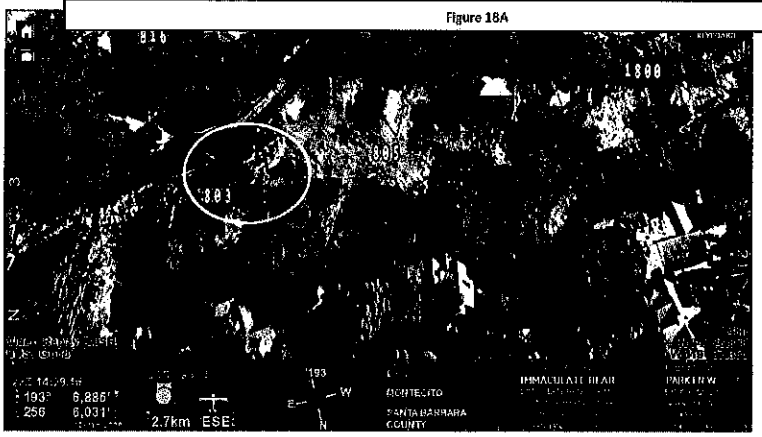

Figure 15

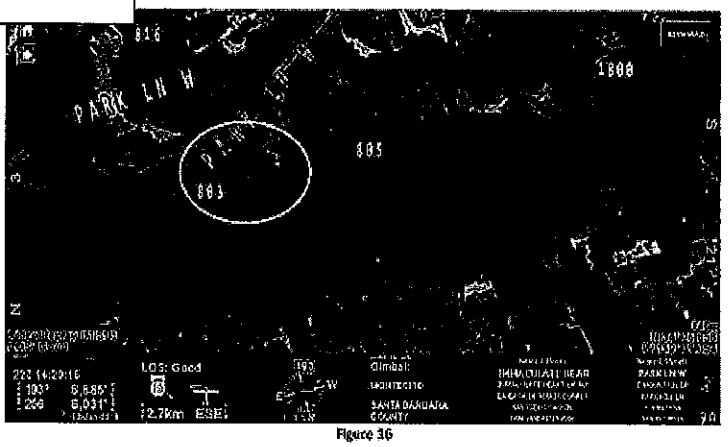

Figure 16

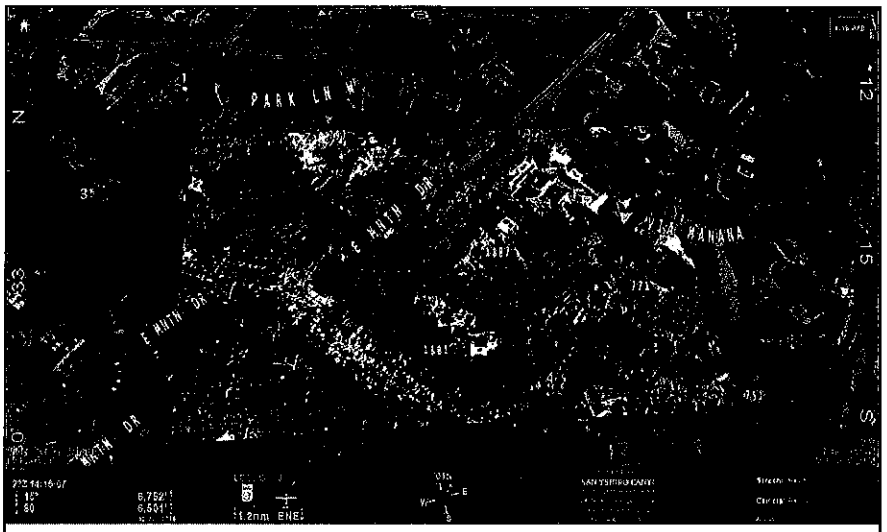

Figure 18B

Fire / Incident Mapping

The UC-6000 in combination with the electro-optical sensor and downlink/uplink system provides early fire detection capability and the ability to determine key factors of the fire such as intensity, size, identifying the active front, and rate of spread. These factors are important for suppression activities and determining the related logistics for personnel and equipment.

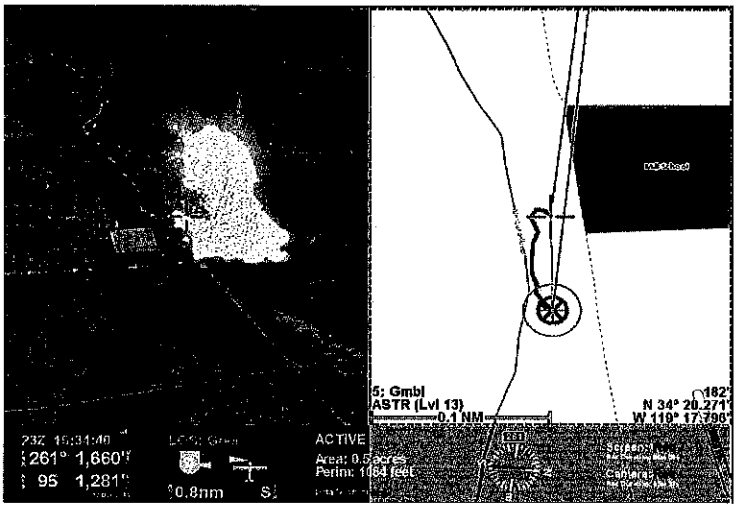

Figure 19

Flight crews can convey near real time information to commanders on the ground, allowing decisions to be made quickly and efficiently, improving response time, safety of firefighting personnel, citizens, and property.

UC-6000 UltiChart™ software allows the operator to quickly draw a real-time perimeter of an active fire on the video and:

- Send the file via onboard downlink to fire commanders / ground units providing an aerial view of the fire
- Geo-locate video into aerial imagery to visualize the previous condition of the area and widen the effective field of view, aiding in the deployment of ground personnel to the affected area.
- Store the video, or screen shots in the UC-6000 for rapid access by other units involved in the fire.

Figure 19: Fire / Incident Mapping creates a perimeter outline of a fire or incident using the cursor keys, the aircraft flight path, the gimbal, or by outlining the perimeter of the path by interactive touch-screen.

Figure 21

Figure 20 illustrates fire/incident mapping with text box indicating the perimeter and area of the fire.

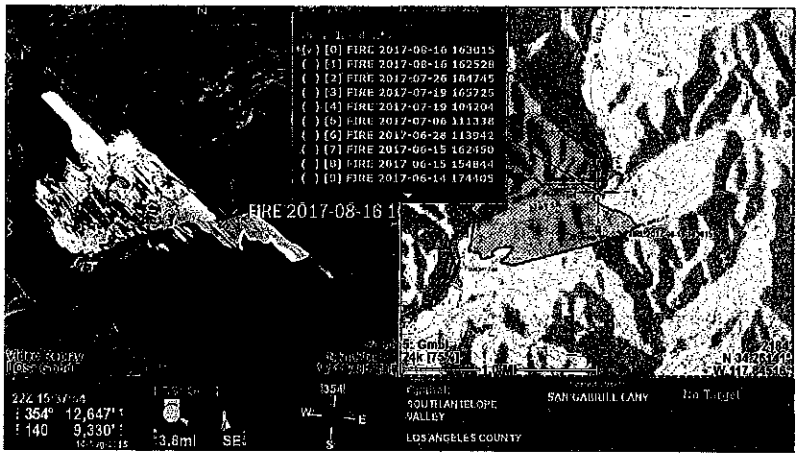

Figure 20

Figure 21 shows how a fire can be mapped sequentially in time and compared for rate and direction of spread (available on video overlay with map version available in future software update).

Wildfire perimeter and hot spots can be identified by using the [X] key on the

AeroComputers keyboard to mark the waypoint and display it on the live video. A screenshot of the video can be sent via onboard downlink to fire commanders and air / ground resources can then be deployed for fire suppression. An example of a coordinated air attack is illustrated by Figures 22 – 25.

Figure 22: In infrared camera mode, the North side of a wildfire is identified by marking waypoints with an X. Waypoint # 12 is a hot spot requiring suppression.

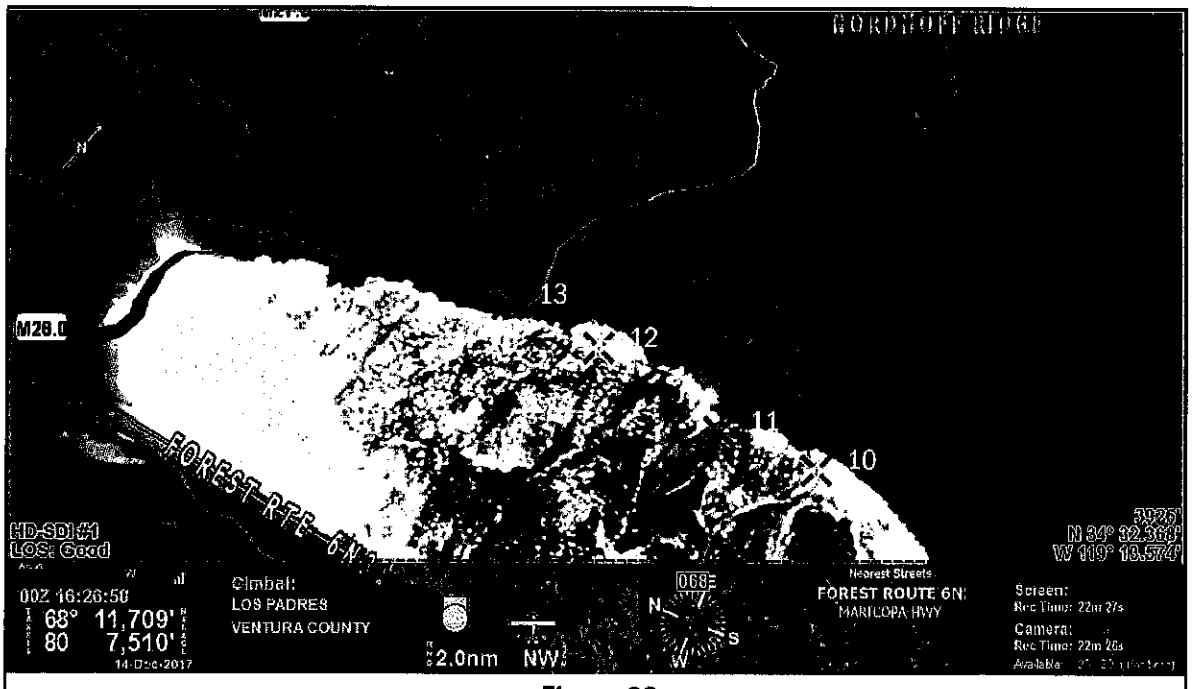

Figure 22

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Figure 23 is a day camera view of the same scene displaying waypoints # 10 – # 13.

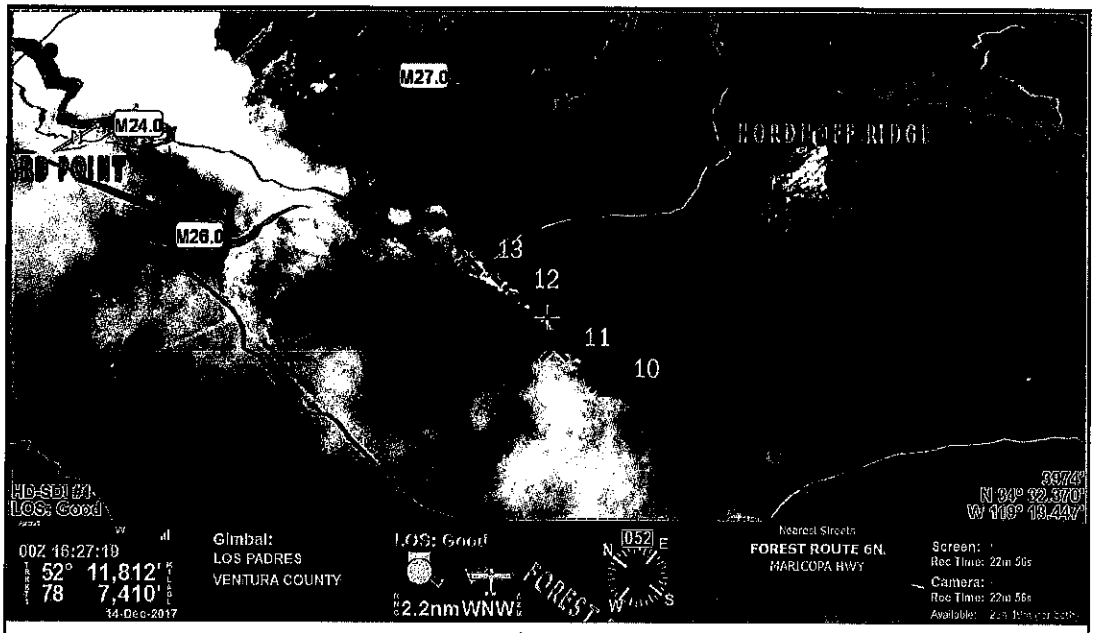

Figure 23

In Figure 24 air tankers are called in for suppression of hot spot # 12. The leading aircraft marks the drop zone with the following aircraft setting up for a flame retardant drop at the edge of the fire.

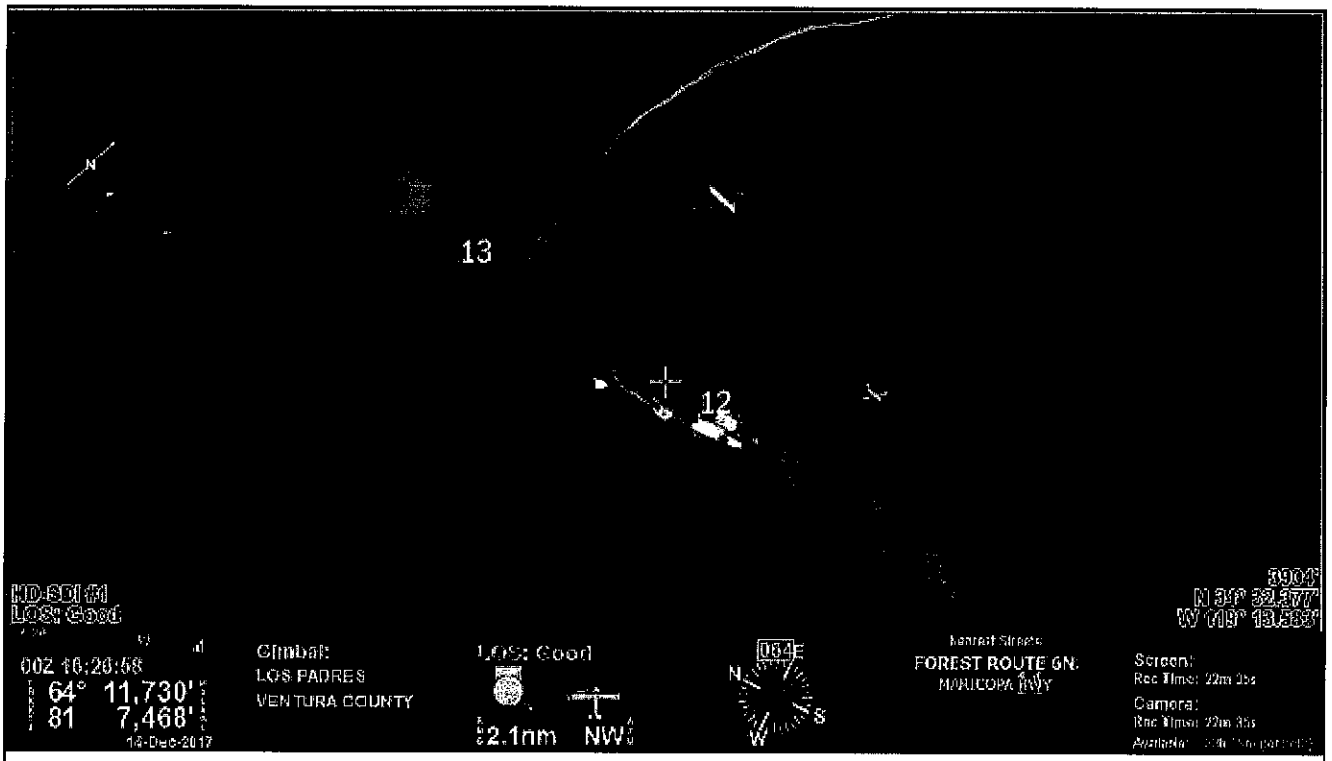

Figure 24

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Figure 25: Fire retardant is dropped at the edge of the fire to create an artificial firebreak establishing control lines ahead of the wildfire.

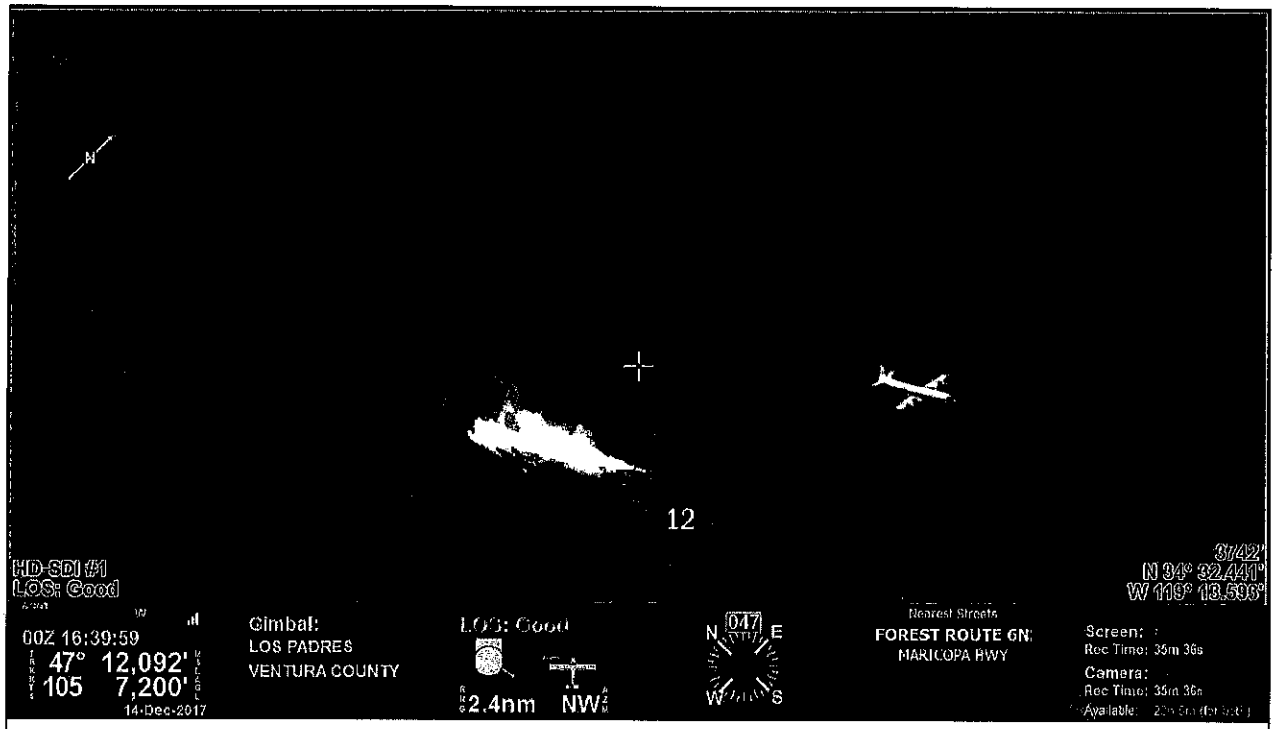

Figure 25

Digital Video Recorder

The UC-6000 provides an internal 2-Channel HD DVR with 100 hours of record time and playback while recording using the standard 480G removable solid-state drive. Other options include using a larger drive for more space, using a USB alternative or using the internal drive for temporary storage. The user can record the screen in UltiChart, or input from the camera gimbal if the aircraft is so equipped. MISB data can be recorded as well for playback on the UC600 or on a ground unit laptop. Audio may be recorded if a microphone is available.

Multiple videos can be recorded on an external hard drive inserted into the drive bay of the UC-6000.
Each time the user starts and then stops recording, the DVR software will create a new video file. Users may decide to start and stop recording many times throughout a flight, or they may choose to start the recording at the beginning of the flight and allow the UC-6000 to record until the flight has concluded.

Video files can be copied from the removable hard drive via the USB hard drive docking stations. Files recorded on a USB device can be accessed on any laptop. Files on the internal drive can be downloaded by access ports. The UC-6000 DVR software has layers of protection to prevent video corruption. If there is a loss of power to the unit, the video recording will remain intact up until the moment power was lost.

Manage Flights

The UltiChart Mission Management System flight information is stored on the UC-6000 and can be downloaded for post-flight analysis.

Flight files contain the UC-6000 internal GPS derived positional information (speed, altitude, track) for both the aircraft and the gimbal (if so equipped), as well as targets, temporary waypoints, and incident perimeters created during the flight.

The flight file can be used to play back or plot a flight from within UltiChart. The flight file can be exported as a standard shapefile for analysis by the GIS department, or as a KML file for viewing with Google Earth as shown in Figure 26.

Figure 26 - KML file / View with Google Earth

Grid Search

The AeroComputers' UC-6000 can create geo-zones of various sizes for searching. A simple menu allows the user to set up the extent of the grid and cell size and the criteria for marking a section as "searched".

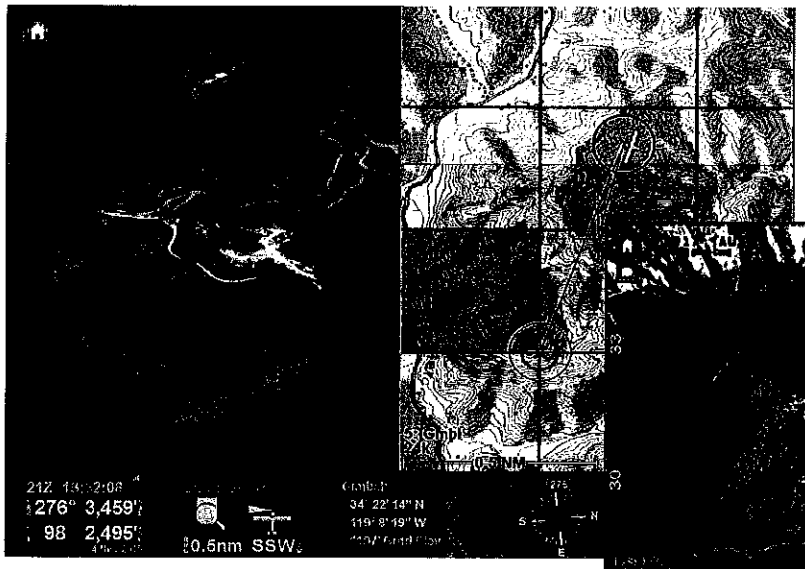

Figure 27

On the map side, the section will turn green when "searched". On the video overlay side, the pixels will turn brighter in any part of the scene that the gimbal has scanned over. See Figures 27 and 28.

Figure 28

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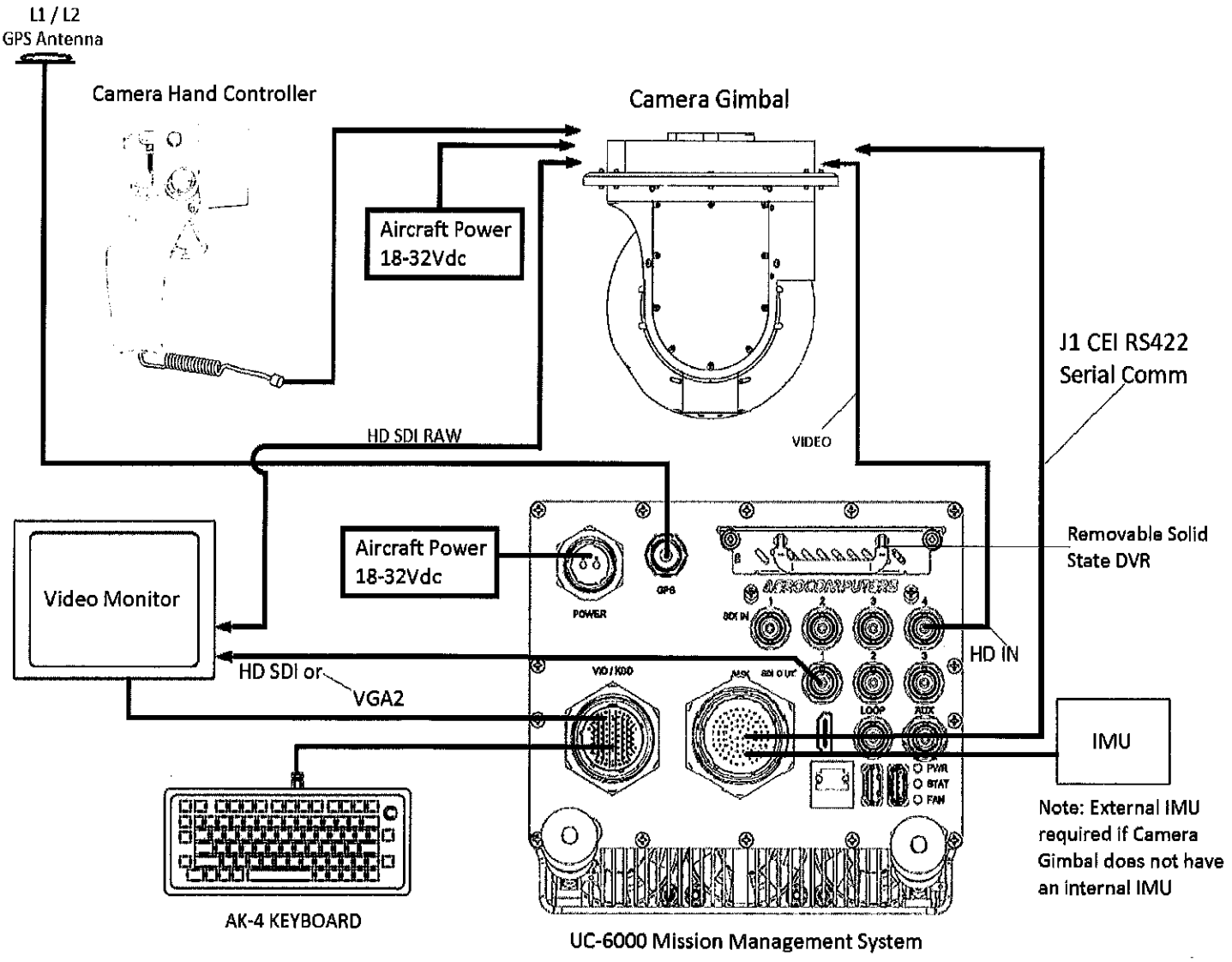
TYPICAL SYSTEM INTERCONNECT



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CUSTOMERS

Agency:	AvWatch
Platform:	Cessna 206
Peripherals:	Cloud Cap Tase 400 and Wescam MX10, Downlink system

Agency:	US Forest Service
Platform:	Bell AH-1 Firewatch Cobras
Peripherals:	FLIR 380HDc, BMS downlink

Agency:	East Baton Rouge Sheriff's Department
Platform:	Bell OH58
Peripherals:	FLIR 8500, external IMU, searchlight

Agency:	Riverside County Sheriff
Platform:	EC125
Peripherals:	FLIR 380HDc, Troll downlink, Trakka Searchlight

Agency:	San Bernardino County Sheriff
Platform:	Airvan
Peripherals:	Wescam MX15, Troll Downlink, LoJack

Agency:	Colombian National Police
Platform:	Bell 407
Peripherals:	FLIR 380HDc

Agency:	Two Bear Air Rescue
Platform:	Bell 429
Peripherals:	Wescam MX10, Trakka Searchlight

Agency:	Florida Department of Law Enforcement
Platform:	King Air 350
Peripherals:	Wescam MX15, Troll Downlink

Agency:	US Park Police Washington, DC
Platform:	(2) Bell 412
Peripherals:	WGS Systems Uplink / Downlink, FLIR 380Hdc, Trakka Searchlight.

Agency:	Georgia State Patrol
Platform:	Bell 407
Peripherals:	FLIR 230, Wescam MX12, 4G network to send video to land based stations.

Agency:	Texas DPS
Platform:	H125
Peripherals:	Wescam MX10, Downlink

Agency:	New Hampshire State Patrol
Platform:	Bell 407
Peripherals:	FLIR 308HDc

Agency:	Pima County Sheriff
Platform:	Cessna 206
Peripherals:	FSI Star SAFIRE III HD

Agency:	Pinellas County Sheriff, FL
Platform:	AS350B3
Peripherals:	Wescam MX10, Trakka Searchlight

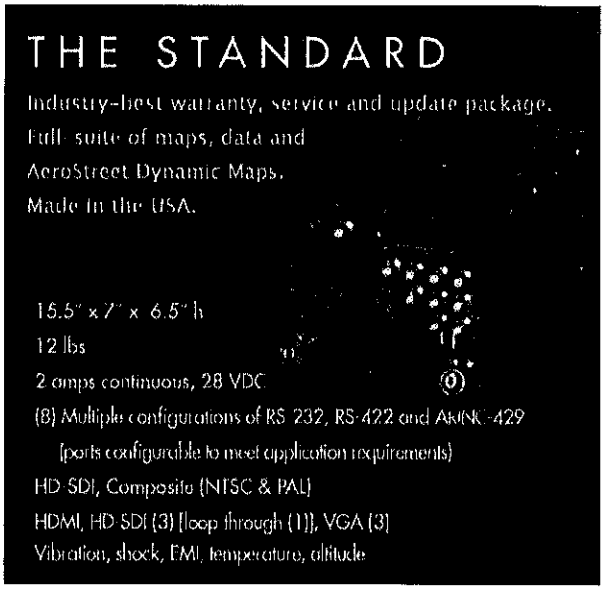
SUMMARY

Law enforcement and firefighting airborne units provide critical information about fires, floods and other hazardous situations to incident commanders on the ground. The AeroComputers UC-6000 Digital Mapping System enhances the flight operator's situational awareness, reducing workload and improving safety of citizens, property, and fight crews. When lives are on the line, accuracy counts. Our mission management systems come loaded with the best in class maps, and the most accurate geo-positioning hardware available.

On-the-fly incident perimeter and acreage information is collected quickly and easily through the integration with onboard camera (if so equipped) and our mapping system. This enables the most accurate real-time collection of geographically-referenced incident information available.

The ability to quickly target street addresses, intersections, landmarks and parcels means arriving on-scene first. High-altitude surveillance and counter-drug operations benefit from the high degree of accuracy our systems afford.

AEROCOMPUTERS, IMPROVING THE SAFETY OF CITIZENS ONE MISSION AT A TIME



CONTACT INFORMATION

Bruce C. Bowmar
Sales/Special Projects
Email: sales@aerocomputers.com
P: (805) 985-3390 ext. 108

AeroComputers Proprietary Information

Bidder Information Form

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

Bid Number & Name: (IFB 21-021/JW) Digital Mapping System (for Bell 407 Helicopter) for the Jefferson County's Sheriff's Office

Bidder's Company/Business Name: AeroComputers Corporation

Bidder's TAX ID Number: 84-4958364

Contact Person: Bruce C. Bowmar Title: Sales

Phone Number (with area code): (805) 985-3390

Alternate Phone Number if available (with area code): None

Fax Number (with area code): None

Email Address: bbowmar@aerocomputers.com

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

2889 West Fifth Street, Suite 111
Address
Oxnard, CA 93030
City, State, Zip Code

Bidder: Complete & Return this Form with Offer.

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): 04/21/2021 _____, _____, , _____.

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

AeroComputers Corporation

Company Name

2889 West Fifth Street, Suite 111

Address

Oxnard, CA 93030

City State Zip

Signature of Person Authorized to Sign

Ken Haerterich

Printed Name

Executive Vice President

Title

For clarification of this offer, contact:

Bruce C. Bowmar

Name

(805) 985-3390 **None**

Phone Fax

bbowmar@aerocomputers.com

E-mail

Bidder: Complete & Return this Form with Offer.

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Digital Mapping System (for Bell 407 Helicopter) for the Jefferson County Sheriff's Office.

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. 21-021/JW, Digital Mapping System (for Bell 407 Helicopter) for the Jefferson County Sheriff's Office. 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: Complete & Return this Form with Offer.

Vendor References Form

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: Dallas Police Department Aviation Unit

Address: 5303 Challenger Drive LB#23, Dallas, TX 75237

Contact Person and Title: Sgt. Todd Limerick

Phone: (214) 670-1944 Fax: _____

Email Address: todd.limerick@dpd.ci.dallas.tx.us Contract Period: 8:00am-5:00pm CDT

Scope of Work: AeroComputers UltiChart Digital Mapping System operator

REFERENCE TWO

Government/Company Name: Riverside County Sheriff Aviation Unit

Address: 4850 West Stetson Avenue, Hemet, CA 92545

Contact Person and Title: Luis Morales Director of Maintenance

Phone: (619) 95-4919 Fax: _____

Email Address: lmorales@riversidesheriff.org Contract Period: 8:00-5:00 PDT

Scope of Work: AeroComputers UltiChart Digital Mapping System operator

REFERENCE THREE

Government/Company Name: San Diego County Sheriff Aviation Unit

Address: 1745 North Marshall, El Cajon, CA 92020

Contact Person and Title: Derek Ralph Deputy pilot/TFO

Phone: (619) 956-4922 Fax: _____

Email Address: derek.ralph@sdsheriff.org Contract Period: 8:00-5:00 PDT

Scope of Work: AeroComputers UltiChart Digital Mapping System operator.

Bidder: Complete & Return this 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 [X] 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.

AeroComputers Corporation	
Bidder (Entity Name)	Signature
2889 West Fifth Street, Suite 111	Ken Haerterich, Executive Vice President
Street & Mailing Address	Print Name
Oxnard, CA 93030	4/28/2021
City, State & Zip	Date Signed
(805) 985-3390	None
Telephone Number	Fax Number
khaerterich@aerocomputers.com	
E-mail Address	

Bidder: Complete & Return this Form with Offer.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Ken Haerterich, Executive Vice President

Name and Title of Contractor's Authorized Official (Please Print)

4/28/2021

Date

Bidder: Complete & Return this Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

NONE

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

NONE
Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No N/A

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No N/A

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No N/A

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

4

Signature of vendor doing business with the governmental entity

4/20/2021
Date

Adopted 8/7/2015

Bidder: Complete & Return this Form with Offer.

Local Government Officer
Conflicts Disclosure Statement – OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

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

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

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

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

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

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

Note: This Form is for Office Use Only.

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 ****This bid is to supply a piece of equipment. It is complete and contractors are not used.****

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.
This bid is to supply a piece of equipment. It is complete and contractors are not used.

Ken Haerterich
Printed Name of Authorized Representative

Signature

Executive Vice President
Title

4/20/2021
Date

Bidder: Complete & Return this 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 ****This bid is to supply a piece of equipment. It is complete and contractors are not used.****

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

Contractor Name: _____ HUB: ✓ Yes ✓ No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: $_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

Printed Name of Contractor Representative	Signature of Representative	Date
Printed Name of HUB	Signature of Representative	Date

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

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

Bidder: Complete & Return this Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☒ No ****This bid is to supply a piece of equipment. It is complete and contractors are not used.****

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: Complete & Return this Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet (Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

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

Bidder: Complete & Return this Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

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

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

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

- ☐ All subcontractors to be utilized are "Non-HUBs." (Complete Part III)
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☐ Other: **This bid is to supply a piece of equipment. It is complete and contractors are not used.**

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

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

This bid is to supply a piece of equipment. It is complete and contractors are not used.

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: Complete & Return this Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): Ken Haerterich

Title: Executive Vice President

Signature: Ken Haerterich

Date: 4/29/2021

E-mail address: khaerterich@aerocomputers.com

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

Name (print or type): Bruce C. Bowmar

Title: Sales

Date: _____

E-mail address: bbowmar@aerocomputers.com

Bidder: Complete & Return this 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 AeroComputers Corporation [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Oxnard, California (city and state).

Taxpayer Identification Number (T.I.N.):	84-4958364
Company Name submitting bid/proposal:	AeroComputers Corporation
Mailing address:	2889 West Fifth Street, Ste 111, Oxnard, CA 93030
If you are an individual, list the names and addresses of any partnership of which you are a general partner: N/A	

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

Jefferson County Tax Acct. No.*	Property address or location**
None	None

* 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: Complete & Return this Form with Offer.

House Bill 89 Verification

I, Ken Haerterich, the undersigned representative of (company or business name) AeroComputers Corporation (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

4/20/2021
Date

On this _____day of _____, 20____, personally appeared

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

Notary Seal

_____
Notary Signature

See Attachment

_____
Date

Bidder: Complete & Return this Form with Offer.

CALIFORNIA JURAT WITH AFFIANT STATEMENT GOVERNMENT CODE § 8202

☑ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], not Notary)

1 _____
2 _____
3 _____
4 _____
5 _____
6 _____

Signature of Document Signer No. 1 *Signature of Document Signer No. 2 (if any)*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Ventura

Subscribed and sworn to (or affirmed) before me

on this 28th day of April, 2021,
Date *Month* *Year*

by (1) Ken Haerterich

(and (2) //),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

NICHOLAS YATES
Notary Public - California
Ventura County
Commission # 2302974
My Comm. Expires Sep 22, 2023

Place Notary Seal and/or Stamp Above

Signature _____
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

©2019 National Notary Association

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.

AeroComputers Corporation

Company Name

IFB 21-021/JW

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

Bidder: Complete & Return this Form with Offer.

Bid Affidavit

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

STATE OF_____ COUNTY OF_____

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

on this day personally appeared _____, who
(name)

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

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

for _____ and have been duly authorized to execute the
(name of firm)

foregoing on behalf of the said_____.
(name of firm)

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

Name and address of bidder:AeroComputers Corporation 2889 West Fifth Street, Ste 111, Oxnard, CA 93030

Fax: None Telephone# (805) 985-3390

by: Ken Haerterich Title: Executive Vice President
(print name)

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named

_____on

this the _____day of_____, 2021.

See Attachment

_____
Notary Public in and for
the State of _____

Bidder Shall Return Completed Form with Offer.

CALIFORNIA JURAT WITH AFFIANT STATEMENT GOVERNMENT CODE § 8202

☑ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], not Notary)

1 _____
2 _____
3 _____
4 _____
5 _____
6 _____

Signature of Document Signer No. 1 *Signature of Document Signer No. 2 (if any)*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Ventura

NICHOLAS YATES
Notary Public - California
Ventura County
Commission # 2302974
My Comm. Expires Sep 22, 2023

Place Notary Seal and/or Stamp Above

Subscribed and sworn to (or affirmed) before me

on this 28th day of April, 2021,
Date *Month* *Year*

by (1) Ken Haerterich

(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature _____
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

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Express

RECEIVED 10:04 AM MAY 03 2021

ORIGIN ID:OXRA (805) 985-3360
AEROCOMPUTERS, INC.
2889 W FIFTH STREET #111
OXNARD, CA 93030
UNITED STATES US

SHIP DATE: 29APR21
ACTWGT: 3.00 LB
CAD: 4617048/INET4340

BILL SENDER

TO DEBORAH L. CLARK
JEFFERSON COUNTY PURCHASING DEPT
1149 PEARL STREET, 1ST FLOOR

BEAUMONT TX 77701
(409) 835-8593 REF: JCPD BID
INV:
PO: DEPT:

FedEx Ship Manager - Print Your Label(s)

FedEx Express

TUE - 04 MAY 4:30P
EXPRESS SAVER

TRK# 0201 7735 8811 7119

SH BPTA

77701
TX-US IAH

RT 747 3 16:30 A
FZ 7119 05.03

SEALED BID

BID NUMBER: IFB 21-021/JW

BID NAME: DIGITAL MAPPING SYSTEM(for Bell 407 Helicopter) for the Jefferson County Sheriff's Office

DUE DATE: Wednesday, May 12, 2021 (Per Adendum)

BIDDER: AeroComputers Corporation
2889 West Fifth Street, Suite 111
Oxnard, CA 93030

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

March 30, 2021

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 21-021/JW) Digital Mapping System(for Bell 407 Helicopter) for the Jefferson County Sheriff's Office.** Specifications for this project may be obtained from the Jefferson County Purchasing 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:	**Digital Mapping System (for Bell 407 Helicopter) for the Jefferson County Sheriff's Office**
BID NO:	**IFB 21-021/JW**
DUE DATE/TIME:	**11:00 AM CT, Wednesday, April 28, 2021**
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 – March 31, 2021 & April 7, 2021

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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. http://www.co.jefferson.tx.us/purchasing/main.htm

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.

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.

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

Bidder is responsible for submitting:

- **One (1) Original Bid Copy and (2) Numbered 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 check for any addenda and/or additional instructions that 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/

DEADLINE FOR QUESTIONS:

The deadline for asking questions in writing or requesting additional information (in writing or in person) is 5:00 pm, Tuesday, April 20, 2021.

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.

In response to the Covid-19 pandemic, Jefferson County has implemented precautionary measures recommended by the CDC within its facilities. Visitors to the courthouse will be required to wear a mask within the courthouse.

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 – 2021:

January 18, 2021	Martin Luther King, Jr. Day	Monday
February 15, 2021	President's Day	Monday
April 2, 2021	Good Friday	Friday
May 31, 2021	Memorial Day	Monday
July 5, 2021	Independence Day	Monday
September 6, 2021	Labor Day	Monday
November 11, 2021	Veteran's Day	Thursday
November 25 & 26, 2021	Thanksgiving	Thursday & Friday
December 23 & 24, 2021	Christmas	Thursday & Friday
December 31, 2021	New Year's	Friday

7. Rejection or Withdrawal

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

8. Emergency/Declared Disaster Requirements

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances.

If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s).

Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

9. Award

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

Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

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

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

10. Contract

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

11. Waiver of Subrogation

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

12. Fiscal Funding

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

13. Bid Results

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

14. Changes and Addenda to Bid Documents

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

15. Specifications

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid.

Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate.

All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

16. Delivery

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

17. Interpretation of Bid and/or Contract Documents

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

18. Currency

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

19. Pricing

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

20. Notice to Proceed/Purchase Order

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

21. Certification

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

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

22. Definitions

"County" – Jefferson County, Texas.

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

23. Minority-Women Business Enterprise Participation

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

General Conditions of Bidding and Terms of Contract

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

1. Bidding

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

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

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

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

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

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

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

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

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

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

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

1.12 Quantities. Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will

be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

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

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

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

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

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

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

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

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

1.20 Confidential/Proprietary Information

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

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

1.21 Public Bid Opening. Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time

necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

2. Performance

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

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

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

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

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

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

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

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

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

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

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

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

2.13 Acceptability. All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the

Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

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

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

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

3. Purchase Orders and Payment

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

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

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

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

4. Contract

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

4.2 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 to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

4.5 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.

4.12 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 PROVISIONS

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 FEMA 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 FEMA grant and co-operative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

If applicable, exact language below in subsection 3.d is required.

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 FEMA 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 non-discrimination 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 sub-contract 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. Standard. All prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be 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. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Non-profit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

c. Requirements. If applicable, the non-Federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

COMPLIANCE WITH THE 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. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-Federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

COMPLIANCE WITH THE 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 FEMA 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

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open
market, or contracts for transportation or transmission of intelligence.

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause: 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 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 FEMA 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 non-profit 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

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-Federal entity of amounts in excess of $150,000 under a federal grant.

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/Grant Administration Firm Acting on Behalf of 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 agrees that the County/Grant Administration Firm Acting on Behalf of 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.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

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

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

SUSPENSION AND DEBARMENT:

(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 and2 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 the County. 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 the 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

a. Standard. 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. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R.Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
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.

c. Required Certification.

If applicable, contractors must sign and submit to the non-Federal entity the **"Certification Regarding Lobbying" Form** included within these bid specifications.

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non-Federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with
maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste

management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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.

Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines website:
https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts.

Although FEMA does not currently require additional provisions, FEMA recommends the following:

1. ACCESS TO RECORDS

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

ACCESS TO RECORDS:

The following access to records requirements apply to this contract:

(1)The Contractor agrees to provide the local/state/federal entity providing funding for this project, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this 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 the FEMA Administrator or their 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, the 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.

2. 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.

3. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a 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.

"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."

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

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA 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, FEMA policies, procedures, and directives."

5. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the 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.

"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."

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

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government.

See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

"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 and (2) Numbered 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 check for any addenda and/or additional instructions that have been posted. Failure to return all required forms could result in a response being declared as non-responsive.

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."

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

FORM 1295 Exemptions:

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

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

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

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

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

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

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 govemmental 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 ; phone: 409-835-8593), regarding any questions or comments. Please reference bid number **IFB 21-021/JW**.

Questions of a technical nature regarding these bid specifications may be directed to Major Clay Woodward with the Jefferson County Sheriff's Office Special Operations Division at (409) 726-2950 or email: cwoodward@co.jefferson.tx.us

Scope

Jefferson County is soliciting bids from qualified vendors to provide a Digital Mapping System (DMS) and Automatic Identification System (AIS) receiver to be used on a Bell 407 Helicopter operated by the Jefferson County Sheriff's Office (JCSO) Special Operations Division.

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). Bidders, please be sure to review these bid specifications carefully, as the item(s) that you are offering must MEET or EXCEED these specifications.

REQUIRED with Bid Submission:

▪ Itemized Comparison

Bidder shall submit an Itemized Comparison documenting equivalence for dimensions, quality, performance, and features of the products offered – in comparison with the technical specifications included in this Invitation for Bid.

▪ Manufacturer Specifications:

Bidder shall submit a copy of the Manufacturer's Specifications (to include full warranty terms and customer support option(s) available).

Technical Specifications

The Digital Mapping System should incorporate operation of mission equipment such as video transmission, Lo-Jack, with overlay (Augmented Reality) of addresses, street names, and parcel data on live camera video. A variety of maps and charts enhancing mission effectiveness and aerial imagery is required. The Digital Mapping System should include a built-in HD Dual-Channel Digital Video Recorder (DVR) feature allowing the aircrew to record video images with and without video overlay.

The Automatic Identification System (AIS) should be an enhanced AIS receiver with industry-leading sensitivity. The AIS unit's data output will provide the location and identification details of all AIS transponders within receiving range. The AIS is to be compatible with equipment using the NMEA 0183 standard, which includes the DMS. The DMS software will display and track AIS signals via NMEA 0183 data from the AIS receiver on live video.

The vendor shall furnish and deliver a Digital Mapping System for the Jefferson County Sheriff's Office. The system shall be compatible with the JCSO's E/O imaging system and allow the operator to see live video with a map overlay, including targeting of residential and business addresses nationwide (United States). The vendor shall furnish and deliver an Automatic Identification System (AIS) for the Jefferson County Sheriff's Office Special Operations Division. The system shall be compatible and interface with the Digital Mapping System.

Installation: The vendor *shall not be required* to install this equipment.

The Digital Mapping System bid by vendor must be equivalent to or exceed the following preferred requirements:

DIGITAL MAPPING SYSTEM GENERAL SPECIFICATIONS

- WEIGHT 14 LBS. or less (+ accessory components)
- POWER 28VDC / 120 watt
- DIMENSIONS 7.0"W x 6.5"H x 15.5"L
- MOUNTING Tool-less removal
- GPS RECEIVER Integrated WAAS-capable

ENVIROMENTAL SPECIFICATIONS:

- STORAGE TEMPERATURE (°C) -40 to +85
- OPERATING TEMPERATURE (°C) -40 to +55
- DO160 CERTIFICATIONS Vibration, Shock, EMI

COMPUTER SPECIFICATIONS:

- PROCESSOR Intel Core i7
- HARD DRIVE 2TB Solid State Drive (SSD)

INPUTS/OUTPUTS:

- Power VGA OUTPUT (3)
- COMPOSITE INPUT (1) NTSC/PAL
- HD-SDI (4) input, (1) loop-through output, (3) output
- HDMI OUTPUT (1)
- SERIAL COMMUNICATIONS PORTS (8) RS-232 or RS-422 for attaching gimbals and other devices
- USB - (2) USB 3.0 port; (3) USB 2.0 ports
- ETHERNET (2) Gigabit ports

INTERNAL DIGITAL VIDEO RECORDER (DVR):

- VIDEO COMPRESSION H.264
- HD-SDI AND COMPOSITE/PAL INPUTS Selectable
- AUDIO INPUT HD
- RESOLUTION, QUALITY, AND FRAME RATE Configurable up to 1080p at 60Hz
- VIDEO CONTAINER FORMATS MPEG-4 and MPEG-TS
- KLV METADATA MISB 601, STANAG 4609
- RECORDING MEDIA Removable
- SUPPORTED VIDEO PLAYERS Recommended Windows Media Player or VLC Player

MAPPING AND DATA:

- AeroStreet™ DYNAMIC MAPS On-demand scaling from the world level to the tactical parcel level, with 15 levels of vector-based maps
- FAA MAPS Helicopter*, Terminal Area*, Sectional, and WAC Charts (*where available)

- DATA Obstacle database, High-resolution terrain elevation data
- TOPOGRAPHIC MAPS USGS 24k/100k/250k, US Forest Service (where available)
- AERIAL IMAGERY High-resolution aerial imagery, sub-meter Aerial Imagery available
- GEOGRAPHIC COVERAGE North American AeroStreet™ Maps
- IMPORT CUSTOM MAP DATA

INTERACTIVE MAP FEATURES:

- DISTANCE AND BEARING MEASUREMENTS
- GIMBAL OR AIRCRAFT BREADCRUMBS
- WAYPOINTS
- INCIDENT / FIRE MAPPING

TARGETING CAPABILITIES:

- SmartSearch targeting - Search Address, Intersections, POIs, and Aviation data from one place
- Address, intersection, airport, geographic location (lat/lon, MGRS, UTM), businesses, places of interest, waypoints
- Temporary waypoints and Laser Range Finder (LRF) targets (LRF not standard on all gimbals)
- Dynamic Targets when integrated with supported equipment, e.g. AIS
- "Sounds Like" and partial match searching
- Target History - revisit previous targets from the current mission
- Vehicle speed measurement – using the distance/time measurement method
- Grid Search – Grid is defined by operator

UC3D™ - VIDEO OVERLAY:

- Overlay data directly on live gimbal video or aerial imagery, such as street lines, street names, address points, or points of interest (POIs).
- Fade between video and aerial imagery.

AK-4 AIRBORNE KEYBOARD:

- Dimensions
  - Extended: 10.5"L x 12.3"W x 1.2"H
  - Retracted 10.5"L x 7.8"W x 1.2"H
- Designed to IP68 Standards
- Sliding with short metal enclosure
- NVIS Backlit keys
- USB or PS2 Connection

WARRANTY:

- 3 Years – Hardware
- Operating system updates for life of the system

The Automatic Identification System (AIS) bid by vendor must be equivalent to or exceed the following preferred requirements:

AUTOMATIC IDENTIFICATION SYSTEM REQUIREMENTS

REQUIRED COMPONENTS:

- Dual AIS Receiver
- AIS VHF Antenna
- Mil-Spec Connectors
- AIS Test Set: Portable, transmit-only AIS Test Set designed for verification of AIS receiver functionality on aircraft

DUAL AIS RECEIVER SPECIFICATIONS:

Serial Interfaces: Ethernet and RS232
Power Supply: 15-28 VDC
Power Consumption: Typical: 5 watts, Max: 16 watts
Temperature Range: -15 to +70°C Standard -40 to +70°C Extended Temperature Option
Altitude: 0 to 70,000 ft.
Compass Safe Distance: 1 meter

APPROXIMATE DIMENSIONS AND WEIGHT:

Max. Width	5.750 in.	4.750 in.
Max. Length	7.301 in.	7.217 in.
Max. Height	1.125 in.	1.125 in.
Weight	≤ 1.25 lbs.	≤ 1.20 lbs.

* Face plate: Type I Aircraft (SS7000-1) Dzus Rail

FREQUENCIES AND CHANNEL BANDWIDTH:

RX AIS1:	161.975 MHz at 25 kHz
RX AIS2:	162.025 MHz at 25 kHz

AIS Data Rate: 9,600 bits/s (RF Input)
Sensitivity: PER ≤ 20% @ -115 dBm
Co-Channel Rejection: -10 dB
Adjacent Channel Rejection: 70 dB
Blocking: 84 dB
Inter-modulation: 74 dB
Large Signal PER: ≤ 1%
Image Rejection: 70 dB

MIL STANDARDS:

MIL-HDBK-217F: MTBF Environment: ARW (airborne rotary winged)
MTBF @ -40C = 50,298 hrs, +25C = 49,797 hrs, +85C = 15,622 hrs▪ MIL-STD-704F – 28VDC

- MIL-STD-704A – 28VDC
- MIL-STD-461E – CE101
- MIL-STD-461E – CE102
- MIL-STD-461E – RE101
- MIL-STD-461E – RE102
- MIL-STD-461E – CS101
- MIL-STD-461E – CS114
- MIL-STD-461E – CS115
- MIL-STD-461E – CS116
- MIL-STD-461E – RS101
- MIL-STD-810E – 501.3
- MIL-STD-810E – 502.3
- MIL-STD-810E – 507.3
- MIL-STD-810E – 513.4
- MIL-STD-810E – 514.4
- MIL-STD-810E – 514.5
- MIL-STD-810E – 516.4
- MIL-STD-810E – 520.3
- MIL-STD-810F – 507.4
- MIL-STD-810F – 509.4

AIS TEST SET

Portable, transmit-only AIS Test Set designed for verification and optimization of AIS receivers on aircraft.

- Generates Up to 100 AIS Messages
- Integrated, Internal AIS Antenna
- RS232 and Bluetooth Communication options

Capable of performing:

- Pre-Operational Checks
- Identification of Malfunctioning Systems
- Field and Bench Testing
- Simulated AIS Data

SPECIFICATIONS:

- User interface: RS232 at 115200 Baud
- (Bluetooth available; see Config. Options Worksheet)
- Power Requirements: C cell batteries (X2)
- (120V available; see Config. Options Worksheet)
- Battery Life: 10 hours average
- Temperature Range:
- Storage: -30 to +70 degrees C
- Operation: -15 to +55 degrees C
- Compass Safe Distance: 1 meter

AIS SIGNAL GENERATOR:

- Modulation Type: GMSK
- AIS Data Rate: 9600 bits/s (RF Output)
- Signal Generator Output: Less than 150 µV/m @ 3m
- Emission Type (ITU Class): 16KOFD
- EUT Port Output Level: -120 to -90 dBm w/ 20dB attenuator. Programmable.
- EUT Impedance: 50 ohms
- Maximum Duty Cycle: 50%
- EUT Port Input Power Level: 25 W maximum
- Frequency Accuracy: +/- 2.5 ppm

DIMENSIONS AND WEIGHTS:

- Width: 9.68 in.
- Length: 10.62 in.
- Height: 4.87 in.
- Weight: $\leq$ 7.5 lbs.

FREQUENCIES AND CHANNEL BANDWIDTH:

TX AIS1: 161.975 MHz at 25 KHz

NAVIGATION SPECIFICATIONS:

- 12 Channel GPS Receiver

FRONT PANEL FEATURES:

- Power Switch: ON/OFF MIL-S-83731 compliant Toggle Switch w/sealing boot
- AIS Direct Output: N-type female w/cap and ball chain
- GPS Antenna Input: TNC female w/cap and ball chain
- Serial Data: IP67 DB9 female w/ tethered dust boot
- LED Indicators: Power, Transmit, GPS Lock, Low Battery, *Bluetooth Status

*Bluetooth available; see Config. Options Worksheet

MECHANICAL:

- Enclosure: 1200 Pelican™ Case (Polypropylene Copolymer)
- Material Finish: Bright Yellow
- IP67 Compliant

DEVICE COMPLIANCE:

- FCC Part 15 Subpart C Section 15.209
- IC RSS-210 Issue 8

WARRANTY INFORMATION:

AIS products to be free from defects for one full year from the date of purchase.

TRAINING

The vendor shall furnish operator training at no cost to the Jefferson County Sheriff's Office Special Operations Division.

Future training, shall be provided by the vendor at no additional cost. The JCSO will accept internet / web-based methods for any future training required.

The vendor shall furnish with the purchase of the Digital Mapping Systems one (1) laptop simulator at no cost to the Jefferson County Sheriff's Office Special Operations Division.

Bid Form

Item No.	Item Description	Bid Item Price
1.	**Digital Mapping System (for Bell 407 Helicopter)** **Make:** AeroComputers Corp. **Model:** UC-6000	$ 142,181 . 00
2.	**Automatic Identification System** **Make:** AeroComputers Corp. **Model:** SI-AIS	$ 23,269 . 00
	TOTAL BID PRICE:	$ 165,450 . 00

Total Bid Price:
To include the Digital Mapping System and Automatic Identification System, as described in these specifications; to include warranty.

Projected Delivery Lead Time from Date of Purchase:	12 **weeks**

Acknowledgment of Addenda (if any):

Addendum 1 MSC Date Received 04/21/2021
Addendum 2 _____ Date Received _____
Addendum 3 _____ Date Received _____

REQUIRED* WITH BID SUBMISSION:

- **Itemized Comparison**

Bidder shall submit an Itemized Comparison documenting equivalence for dimensions, quality, performance, and features of the products offered – *in comparison with* the technical specifications included in this Invitation for Bid.

- **Manufacturer Specifications:**

Bidder shall submit a copy of the Manufacturer's Specifications (to include full warranty terms and customer support option(s) available).

Bidder: Complete & Return this Form with Offer.

INSERT COPY OF ITEMIZED COMPARISON BEHIND THIS PAGE

AeroComputers Airborne Systems
SINCE 1993

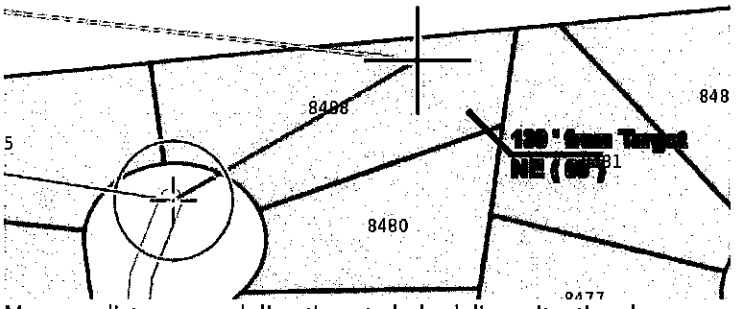
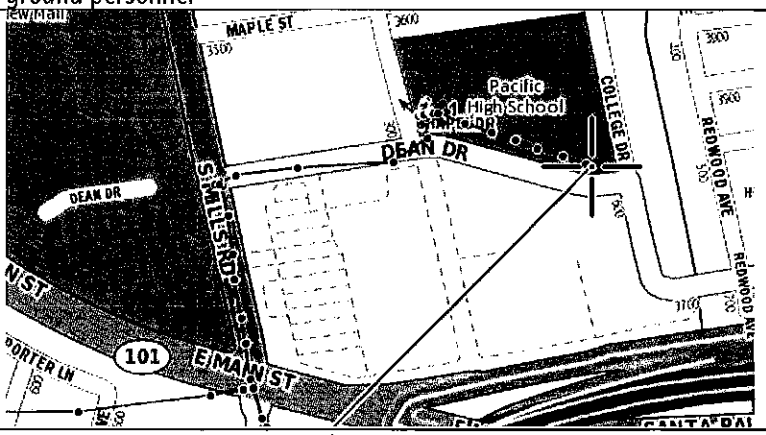
UC-6000 DIGITAL MAPPING SYSTEM
MARKETING SPECIFICATION

UC-6000 HARDWARE SPECIFICATIONS

GENERAL SPECIFICATIONS	
WEIGHT	12 LBM
POWER	120 watt
DIMENSIONS	7.0"W x 6.5"H x 15.5"L
DO160 CERTIFICATIONS	Vibration, Shock, Temperature, Altitude, EMI
MOUNTING	Tool-less removal
GPS RECEIVER	Integrated WAAS-capable
ENVIRONMENTAL CONDITIONS	
STORAGE TEMPERATURE (°C)	-40 to +85
OPERATING TEMPERATURE (°C)	-40 to +55
COMPUTER SPECIFICATIONS	
PROCESSOR	Intel Core i7
MEMORY	16GB
HARD DRIVE	2TB Solid State Drive (SSD) 480 GB removable SSD storage bay
INPUTS/OUTPUTS	
VGA OUTPUT	(3)
COMPOSITE INPUT	(1) NTSC/PAL
HD-SDI	(4) input, (1) loop-through output, (3) output
HDMI OUTPUT	(1)
SERIAL COMMUNICATIONS PORTS	(7) RS-232 or RS-422 for attaching gimbals and other devices
USB	(1) USB 3.0 port; (3) USB 2.0 ports
ETHERNET	(2) Gigabit ports
Internal Digital Video Recorder (DVR)	
VIDEO COMPRESSION	H.264
HD-SDI AND COMPOSITE/PAL INPUTS	Selectable
AUDIO INPUT	HD
RESOLUTION, QUALITY, AND FRAME RATE	Configurable up to 1080p at 60Hz
VIDEO CONTAINER FORMATS	MPEG-4 and MPEG-TS
KLV METADATA	MISB 601, STANAG 4609
RECORDING MEDIA	Removable SSD, USB drive, Upload to drive or cloud
SUPPORTED VIDEO PLAYERS	Playable by all standard video players

UltiChart™ 3.0

MISSION MANAGEMENT SOFTWARE FEATURES

MAPPING AND DATA	
AeroStreet™ DYNAMIC MAPS	On-demand scaling from the world level to the tactical parcel level, with 16 levels of vector-based maps
FAA MAPS	Helicopter*, Terminal Area*, Sectional, and WAC Charts provided for situational awareness; not for navigation (*where available)
DATA	Obstacle database, High-resolution terrain elevation data provided for situational awareness; not for navigation
TOPOGRAPHIC MAPS	USGS 24k, 100k, US Forest Service (where available)
AERIAL IMAGERY	High-resolution aerial imagery, sub-meter Aerial Imagery available
GEOGRAPHIC COVERAGE	North American AeroStreet™ Maps (USA, Canada and Mexico) Other Country Maps available
OPTIONAL & CUSTOM MAPS	NOAA Nautical Charts, 8k & 2k Aerial, Custom, including trail maps
INTERACTIVE MAP FEATURES	
DISTANCE AND BEARING MEASUREMENTS	 Measure distances and directions to help deliver situational awareness to ground personnel
GIMBAL BREADCRUMBS	
WAYPOINTS	- Persistent - Created on-the-fly or imported from existing data - Temporary - Created on-the-fly, can be saved - Mission Folder - Stored on USB media for easy transfer
INCIDENT MAPPING	- Draw incident boundary using the gimbal, the aircraft position, or manually with the cursor keys - Measures the length of the incident perimeter and the enclosed area - Can be exported for analysis with GIS Systems or Google Earth

TARGETING CAPABILITIES	
SmartSearch targeting - Search Address, Intersections, POIs, and Aviation data from one place	
Address, intersection, airport, geographic location (lat/lon, MGRS, UTM), places of interest, waypoints	
Temporary waypoints and Laser Range Finder (LRF) targets (LRF not standard on all gimbals)	
Dynamic Targets when integrated with supported equipment, e.g. AIS	
Focused Searching, user defined	
Limitless Searching - **Search within a single county, multiple counties, entire state, or just what's directly around you**	
"Sounds Like" and partial match searching	
Target History - revisit previous targets from the current mission	
Vehicle speed measurement - using the distance/time measurement (VASCAR) method	
Grid Search - Grid is defined by the user; system fills in grid tiles based on search parameters	
FOCUS ON YOUR MISSION, NOT THE SOFTWARE	
User dialogs do not cover up the video; search without ever taking your eyes off the target	
Focus on the video and nothing else with one-button decluttering	
Enhanced on-screen information	
FLEXIBILITY - PERIPHERAL SUPPORT	
DISPLAYS	- Works with all major monitor manufacturers - Standard screen, widescreen, low resolution, HD; UltiChart™ 3.0 handles it all - Flexible Smart Search Dialogue, and Smart Bar sizes - Full touch screen compatibility
INFRARED/EO CAMERA SENSORS	Wide range of gimbal models supported; available functionality dependent on specific model integrated
UC3D™ - VIDEO OVERLAY	
Overlay data directly on live gimbal video or aerial imagery, such as street lines, street names, address points, or points of interest (POIs).	
Allows the operator to maintain focus on gimbal video.	
Fade between video and aerial imagery.	
Dynamic labels, always have a street name in view.	
Superior overlay alignment with physical features	
View independent projected video to see properly geolocated video	
One-touch information de-clutter	
DVR (DIGITAL VIDEO RECORDER)	
Can record the raw Camera video and/or the Screen display	
The Internal DVR can record TWO simultaneous streams; each video source can be started/stopped	

independently of the other
Can be started automatically when UltiChart™ is launched
Replay: Pause, Rewind, Fast-Forward, and zooming
Audio recording and playback
No additional equipment needed to record the screen with overlays
Download and play recording on any computer with no special hardware or software needed
DOWNLOAD OPTIONS
NEW Wireless download to another hard drive or cloud-based storage
USB download
Removable SSD (included)
VIDEO REPLAY
Can replay the last 10 most recent videos
Can replay the current Camera recording or the current Screen recording
Can be paused/resumed with single keystroke
Can be reversed/forwarded in 30 second increments with single keystroke
Easy control of playback and rewind
Replay can be viewed in split-screen or full-screen replay with single keystroke
Video "scrubbing" available
INTEGRATION WITH OTHER SOFTWARE AND HARDWARE
MDT, CAD, MDC systems
Falconview
Sentient Kestrel
Radars
Downlink Systems
Searchlights
LoJack
OTHER SOFTWARE TOOLS AND UTILITIES
Import and Export flight history, waypoints, screenshots, mission folders, and log files
Map Data Manager for importing custom maps and data
Simulation and Replay utilities provided for training, mission analysis, and mission planning
Technical Tools are provided for configuration and system troubleshooting
TRAINING AND TECH SUPPORT
New system training and reoccurring training comes standard at no cost
Technical support via telephone is available 24/7 by one of our field service reps. If a problem can not be handled over the phone, or if you cannot have a system sent in, we will schedule to have a technician onsite at no additional cost.

WARRANTY AND MAINTENANCE AGREEMENTS

WARRANTY
3 Years UC-6000 Hardware
MAINTENANCE AGREEMENT
FREE Map and Data Updates for the lifetime of the system
In-Field Software, map, and data updates using a wireless connection, USB or Removable SSD. NEW Unit stays in field.

AeroComputers Airborne Systems
SINCE 1993

AK-4 SERIES

AIRBORNE KEYBOARDS

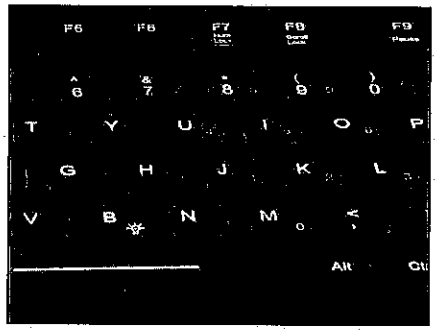
THE AK-4 IS A RUGGED KEYBOARD DESIGNED FOR PUBLIC USE AND MILITARY AIRBORNE APPLICATIONS.

With an industrial silicone rubber backlit keypad, the AK-4 series of keyboards is designed for use in rugged applications. Sealed to IP68, the AK-4 resists dust and water, and is perfect for use in fixed- and rotary-wing aircraft. An integrated mouse pointer enhances functionality while minimizing the overall size of the keyboard. The precision slides ensure smooth retraction of the keyboard when not in use. The AK-4 allows for a range of installation options with AeroComputers map systems and other compatible devices.

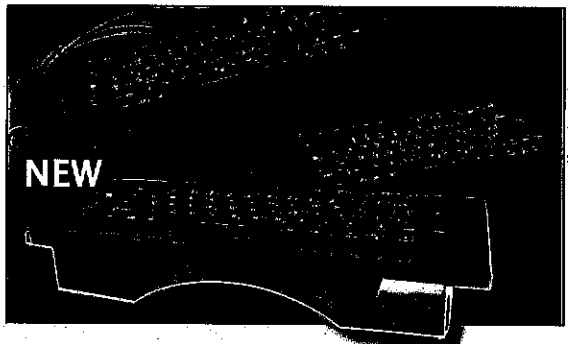
BENEFITS

- > Lightweight, Rugged Construction
- > Dust and Water Resistant
- > Simplified Installation
- > Loose & Mountable Installation Options
- > Kneeboard Option

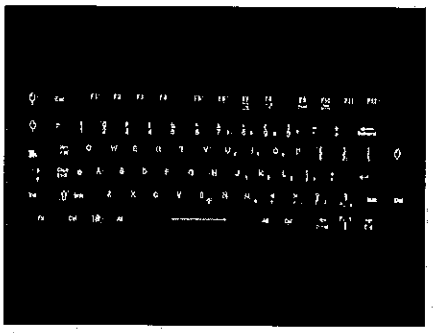
FEATURES



SEALED SILICONE KEYBOARD
AK-4 keyboards feature a sealed silicone keyboard that resists dust and water, and is ruggedized for use in both aircraft and ground vehicles.



HARD MOUNTED AND LOOSE VERSIONS NOW WITH **KNEEBOARD MOUNTING** OPTION
K-4 keyboards are available in hard mounted and loose versions to suit a variety of requirements. The hard mounted version features smooth sliding rails and a sheet metal enclosure for easy installation. The loose keyboard can be secured to the leg with the new AeroComputers Kneeboard option.



NVIS BACKLIT KEYS
Each key on the AK-4 is LED backlit for maximum readability. An optional MIL-STD-3009 NVIS version of the AK-4 is available.

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WWW.AEROCOMPUTERS.COM

2889 W. FIFTH STREET SUITE 111
OXNARD, CA 93030

T: (805) 985-3390
F: (805) 984-8782

AK-4
Specifications

DIMENSIONS	Loose 10″L x 4.1″W x 0.87″H Kneeboard-mounted 10.1″L x 4.1″W x 1.95″H Sliding (retracted) 10.5″L x 7.8″W x 1.2″H Sliding (extended) 10.5″L x 12.3″W x 1.2″H
WEIGHT	Loose 2.0 LB Kneeboard-mounted 2.5 LB Sliding 2.5 LB
FINISH	Black anodized*
KEYPAD MATERIAL	Kneeboard brushed stainless steel Silicone rubber IP68
BACKLIGHT	Adjustable **
TEMPERATURE	-40°C TO +70°C (storage) -20°C to +60°C (operation)
CONNECTION	PS/2 or USB auto-detect***

*Type II Class 2 per MIL-A-8625F
** NVIS Green B MIL-3009
*** Specify PS/2 or USB at time of purchase. PS/2 recommended to maximize cable run lengths. Mating connector and back-shell included.

NAICS Code: 334111
Cage Code: 39EX5
State of California
Certified Small Business:
#1712420

Since 1993 AeroComputers, Inc., based in Oxnard, California, has been the leader in designing and building computer systems that manage tactical operations for public use and military aviation. Currently employed by over 250 law enforcement, fire, military and other public safety agencies worldwide, AeroComputers provides rugged mission management systems that integrate high-precision GPS-based moving maps, EO/IR sensor command, live video overlay, and mission telemetry collection and transmission. AeroComputers' complete suite of products and services includes mission management systems, real-time map/gimbal video integration, a range of ruggedized keyboards, free updates, and customized GIS and cartography services.

Equipment described herein may require US Government authorization for export purposes. Diversion contrary to US law is prohibited. Specifications are subject to change.

V1.4 03.10.2018

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INSERT COPY OF MANUFACTURER'S SPECIFICATIONS BEHIND THIS PAGE

AEROCOMPUTERS
AIRBORNE SYSTEMS

STANDARD TERMS AND CONDITIONS INCLUDING MICROSOFT WARRANTY &SOFTWARE LICENSE TERMS WINDOWS OPERATING SYSTEM

1) COMPLETE STATEMENT OF TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS SHALL BE BINDING FOR ANY ORDER ("***ORDER***") PLACED BY BUYER. IF BUYER OBJECTS TO ONE OR MORE OF THE TERMS HEREIN, SUCH OBJECTION MUST BE IN WRITING AND RECEIVED BY AND ACCEPTED BY SELLER IN WRITING PRIOR TO THE COMMENCEMENT OF PERFORMANCE BY SELLER. ANY OF BUYER'S CONDITIONS THAT ARE CONTRARY TO THESE TERMS AND CONDITIONS MUST BE ACCEPTED IN ADVANCE IN WRITING BY SELLER. ANY PURCHASE ORDER OR OTHER WRITTEN FORM OF BUYER SHALL BE CONSTRUED AS AN OFFER AND SHALL NOT BECOME AN EFFECTIVE BINDING PART OF THESE TERMS AND CONDITIONS, UNLESS SIGNED IN ADVANCE BY AN AUTHORIZED OFFICER OF SELLER, TOGETHER WITH A WRITTEN AGREEMENT THAT IT IS INCORPORATED INTO THESE TERMS AND CONDITIONS. ANY ALTERATION, VARIANCE, OR WAIVER OF THESE TERMS AND CONDITIONS REQUIRES THE WRITTEN APPROVAL OF AN AUTHORIZED OFFICER OF SELLER.

2) PRICING

PRICES QUOTED BY SELLER ARE VALID FOR SIXTY (60) DAYS FROM DATE OF QUOTATION OR AS OTHERWISE EXTENDED IN WRITING BY SELLER, AND MUST BE ACCEPTED IN WRITING WITHIN THIS TIME. AFTER EXPIRATION OF THIS PERIOD, SELLER MAY, AT ITS DISCRETION, EXTEND THE TIME OF QUOTATION OR MAKE A REVISED QUOTATION. SELLER RESERVES THE RIGHT TO CORRECT CLERICAL OR TYPOGRAPHICAL ERRORS AT ANY TIME, EVEN AFTER ACCEPTANCE. ALL PRICES ARE IN UNITED STATES DOLLARS ("***USD***").

3) SHIPMENT AND DELIVERY

INCOTERMS FOR INTERNATIONAL SALES ARE FREE CARRIER (FCA). SELLERS OBLIGATION IS FULFILLED WHEN PRODUCT IS CLEARED FOR EXPORT AND DELIVERED INTO THE CHARGE OF THE CARRIER NAMED BY THE BUYER, AT AEROCOMPUTERS' OXNARD FACILITY.
BUYER IS RESPONSIBLE TO CONTRACT (AT OWN EXPENSE) FOR THE CARRIAGE OF THE PRODUCT FROM AEROCOMPUTERS' OXNARD, CA FACILITY OR APPROVED RESELLER / DISTRIBUTOR FACILITY.

SALES WITHIN THE CONTINENTAL UNITED STATES OF AMERICA (INCLUDING HAWAII): SELLER SHALL ARRANGE DELIVERY WITH A COMMON CARRIER ("SHIPPER"), BUT BUYER SHALL BE SOLELY RESPONSIBLE FOR ALL COSTS AND EXPENSES OF DELIVERY FROM SELLER'S SHIPPING POINT AND SELLER SHALL INVOICE BUYER FOR ALL SHIPPING EXPENSES.

SHIPPING DATES AND/OR DELIVERY DATES ARE QUOTED BASED ON CONDITIONS PREVAILING ON THE DATE OF THE QUOTATIONS AND ARE SUBJECT TO RESCHEDULING. ALL ORDERS, INCLUDING CUSTOM PRODUCT ORDERS, ARE SUBJECT TO REASONABLE RESCHEDULING OF THE DELIVERY DATE, AND FAILURE OF SELLER TO DELIVER BY THE ORIGINAL DELIVERY DATE SHALL NOT BE DEEMED A BREACH OF THESE TERMS AND CONDITIONS. THE TIME OF DELIVERY SHALL BE DEEMED TO HAVE BEEN COMPLIED WITH WHEN THE PRODUCT HAS BEEN SHIPPED OR DELIVERED INTO THE CUSTODY OF THE SHIPPER AT THE DESIGNATED SITE BEFORE

EXPIRATION OF THE TIME OF DELIVERY INDICATED ON THE SELLER'S ORDER CONFIRMATION. SELLER NEED NOT SHIP OR DELIVER AS QUOTED IF BUYER HAS NOT MET ITS PAYMENT OR OTHER CONTRACTUAL OBLIGATIONS.

BUYER SHALL BE RESPONSIBLE FOR THE PAYMENT OF ANY APPLICABLE CUSTOMS AND DUTIES FEES.

SELLER SHALL NOT BE LIABLE FOR DELAYS IN SELLER'S PERFORMANCE DUE TO ANY CAUSES BEYOND ITS REASONABLE CONTROL OR DUE TO ACTS OF BUYER, ACTS OF GOD, CHANGES IN LOCAL, STATE OR FEDERAL LAWS OR REGULATIONS, FIRES, STRIKES, FLOODS, EPIDEMICS, QUARANTINE RESTRICTIONS, TERRORISM, RIOT OR OTHER CIVIL UNREST, WAR, ACTS OF VIOLENCE, FREIGHT EMBARGOES, DELAYS IN TRANSPORTATION, ETC. (EACH A "***FORCE MAJEURE EVENTS***").

IN NO EVENT SHALL BUYER BE ENTITLED TO ANY DAMAGES AS A RESULT OF DELAYS IN DELIVERY OR LATE DELIVERY. BUYER, WHICH FOR PURPOSES OF THIS PARAGRAPH SHALL INCLUDE IF APPLICABLE BUYER'S INSTALLER AND BUYER'S AGENT, SHALL HAVE UP TO TEN (10) DAYS AFTER RECEIPT TO INSPECT THE PRODUCT. UNLESS SELLER IS NOTIFIED IN WRITING TO THE CONTRARY DURING THIS PERIOD, DELIVERED ITEMS SHALL BE DEEMED ACCEPTED. CLAIMS FOR SHIPMENT DEFECTS, DAMAGES OR SHORTAGES SHALL BE WAIVED UNLESS MADE WITHIN TEN (10) DAYS OF RECEIPT OF THE PRODUCT BY BUYER.

4) PAYMENTS

SELLER'S PAYMENT TERMS ARE SUBJECT TO NEGOTIATION AND GOVERNED BY CREDIT APPROVAL. A DEPOSIT MAY BE REQUIRED PRIOR TO ORDER ACCEPTANCE OR PRODUCT SHIPMENT.

IF THE PRODUCT IS NOT PAID FOR IN FULL ACCORDING TO THE NEGOTIATED AND AGREED UPON PAYMENT TERMS, SELLER RETAINS A SECURITY INTEREST IN THE PRODUCT AND SHALL HAVE ALL RIGHTS OF A PURCHASE MONEY SECURED PARTY THEREON PURSUANT TO THE PROVISIONS OF THE CALIFORNIA COMMERCIAL CODE (THE "***CODE***"). BUYER SHALL, UPON REQUEST OF SELLER, EXECUTE ANY SECURITY AGREEMENT OR OTHER DOCUMENT REQUIRED BY THE CODE, AND SELLER SHALL HAVE THE RIGHT TO REQUIRE RECEIPT OF SUCH EXECUTED DOCUMENTS PRIOR TO SHIPMENT OF THE PRODUCT. IN FURTHERANCE OF THE FOREGOING, AN IRREVOCABLE POWER, COUPLED WITH AN INTEREST, IS HEREBY GRANTED AND RESERVED UNTO SELLER TO EXECUTE SUCH SECURITY AGREEMENT OR OTHER DOCUMENT ON BUYER'S BEHALF AND STEAD. INVOICES WILL BE SUBMITTED AT TIME OF SHIPMENT. IN THE CASE OF PARTIAL SHIPMENTS, PAYMENT SHALL BE MADE PRORATA BASED UPON EACH SHIPMENT. IF BUYER DOES NOT MAKE PAYMENTS WHEN DUE, IT SHALL WITHOUT NOTICE BE LIABLE TO PAY INTEREST ON OVERDUE AMOUNTS FROM THE DUE DATE, AT A RATE OF ONE AND ON-HALF PERCENT (1.5%) PER MONTH OR THE MAXIMUM AMOUNT ALLOWABLE BY LAW, WHICHEVER IS LESS. PAYMENT OF SUCH INTEREST DOES NOT RELEASE BUYER FROM ITS OBLIGATION TO MAKE PAYMENTS ON THE AGREED DATES.

BUYER SHALL NOT, AT ANY TIME, BE ENTITLED TO SET OFF ANY AMOUNT OWED BY SELLER TO BUYER AGAINST ANY AMOUNT PAYABLE BY BUYER TO SELLER.

ALL PRODUCTS THAT ARE RETURNED MUST BE IN UNUSED, UNDAMAGED CONDITION ARE SUBJECT TO A TWENTY PERCENT (20%) RESTOCKING FEE. ANY PURCHASE ORDER THAT IS CANCELLED OR MODIFIED IS SUBJECT TO A TWENTY PERCENT (20%) RESTOCKING FEE.

AEROCOMPUTERS
AIRBORNE SYSTEMS

5) Passage of Title

All The title and right of possession to the product remains with Seller until payment in full (including, if any, deferred payments and any interest charges) has been received by Seller. Buyer agrees to perform all acts necessary to protect and maintain this title and right. Passage or non-passage of title shall not affect risk of loss.

6) Risk of Loss

International sales: Buyer shall bear all risk of loss or damage during all transportation and delivery (Incoterms are Free Carrier (FCA).

Continental United States of America sales (including Hawaii): Seller bears the risk of loss or damage to the product from the time that Seller delivers to Shipper and during all transportation and delivery of the product to the site designated by Buyer; provided, however, that if Buyer designates a Shipper other than a nationally recognized shipper such as FedEx or UPS, Buyer shall bear all risk of loss or damage from Seller's delivery to Shipper and during all transportation and delivery

7) Limitations of All Remedies

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, OR OTHERWISE, SHALL SELLER BE LIABLE TO BUYER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES. BUYER'S USE OF SELLER'S PRODUCT IS AT BUYER'S SOLE RISK. SELLER'S LIABILITY UNDER THESE TERMS AND CONDITIONS SHALL BE LIMITED TO THE AMOUNT SELLER RECEIVED FROM BUYER FOR THE PURCHASE OF THE PRODUCT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE AMOUNT SELLER RECEIVED FROM BUYER FOR THE PURCHASE OF SELLER'S PRODUCT, EVEN IF SELLER SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY.

8) Allocation of Risks

These Terms and Conditions allocate the risks of product failure between Seller and Buyer. This allocation is recognized by both parties and is reflected in the price of the product. Buyer acknowledges that it has read these Terms and Conditions, understands it and is bound by its terms

9) Termination for Convenience

If Upon thirty (30) days written notice to Seller, Buyer may cancel all or any separable part of an Order. In such event, unless either party shall have defaulted or been in default of performance hereof, either party shall have all rights and obligations accruing to it both at law or in equity, including Buyer's right to title and possession of product paid for and/or Seller's right to title and possession of product not paid for. Seller shall be reimbursed for actual and reasonable cost, plus a reasonable profit for

WORK PERFORMED TO DATE OF TERMINATION, AS MUTUALLY AGREED UPON BY THE PARTIES IN GOOD FAITH.

10) TERMINATION FOR DEFAULT

ANY EITHER PARTY MAY TERMINATE AN ORDER OR WORK UNDER AN ORDER IN WHOLE OR IN PART IMMEDIATELY BY WRITTEN NOTICE IF THE OTHER PARTY COMMITS A MATERIAL BREACH OF ANY ONE (1) OR MORE OF ITS TERMS AND FAILS TO CURE SUCH DEFAULT WITHIN TEN (10) DAYS AFTER THE NON-BREACHING PARTY GIVES WRITTEN NOTICE OF SUCH BREACH, OR UPON FIVE (5) DAYS ADVANCE WRITTEN NOTICE IF EITHER PARTY BECOMES INSOLVENT, ENTERS VOLUNTARY OR INVOLUNTARY BANKRUPTCY OR RECEIVERSHIP PROCEEDINGS OR MAKES AN ASSIGNMENT FOR THE BENEFIT OF CREDITORS

11) CHANGES

PRIOR TO DELIVERY, BUYER MAY MAKE REASONABLE CHANGES IN THE CHARACTER OR QUANTITY OF THE PRODUCT, OR IN THE MANNER OR TIME OF PERFORMANCE OF AN ORDER IF COMMUNICATED TO SELLER IN WRITING SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF BUYER AND ACCEPTED IN WRITING BY A DULY AUTHORIZED REPRESENTATIVE OF SELLER. AN EQUITABLE ADJUSTMENT IN THE PRICE AND TIME FOR PERFORMANCE WILL BE MUTUALLY AGREED TO BY THE PARTIES IN WRITING, ACTING IN GOOD FAITH, IF SUCH CHANGES RESULT IN A DECREASE OR INCREASE IN THE SELLER'S COST OR TIME OF PERFORMANCE. NOTWITHSTANDING THE ABOVE, SELLER MAY, WITHOUT BUYER'S APPROVAL, MAKE REVISIONS TO THE PRODUCT THAT DO NOT AFFECT FORM, FIT OR FUNCTION

12) CONFIDENTIALITY; PROPRIETARY INFORMATION

ALL DRAWINGS, DESIGNS, SPECIFICATIONS, INFORMATION, DATA, PROTOTYPES, SAMPLES, SOFTWARE AND OTHER ITEMS FIRST MADE, CONCEIVED OR SUPPLIED BY SELLER TO BUYER IN CONNECTION WITH SELLER'S PERFORMANCE HEREUNDER ARE THE CONFIDENTIAL AND PROPRIETARY INFORMATION OF SELLER AND SELLER OWNS AND SHALL RETAIN AND CONTROL ALL RIGHTS, TITLE AND INTEREST TO SUCH INFORMATION. BUYER AGREES TO EXECUTE ANY DOCUMENTATION NECESSARY TO PERFECT SELLER'S TITLE THEREIN. BUYER SHALL NOT REVERSE ENGINEER, DISASSEMBLE OR DECOMPILE ANY PROTOTYPES, SOFTWARE, PRODUCT, OR OTHER TANGIBLE OBJECTS WHICH EMBODY SELLER'S CONFIDENTIAL AND PROPRIETARY INFORMATION PROVIDED TO BUYER HEREUNDER. BUYER SHALL HOLD ALL SUCH INFORMATION IN CONFIDENCE AND USE IT SOLELY AS STRICTLY NECESSARY TO UTILIZE THE PRODUCT AND FOR NO OTHER PURPOSE, AND SHALL NOT REPRODUCE, DISTRIBUTE OR DISCLOSE SUCH CONFIDENTIAL AND PROPRIETARY INFORMATION TO ANY THIRD PARTY WITHOUT SELLER'S PRIOR WRITTEN CONSENT, AND SHALL ONLY DISCLOSE SUCH SELLER'S CONFIDENTIAL AND PROPRIETARY INFORMATION TO EMPLOYEES AND INDEPENDENT CONTRACTORS WHO MAY REQUIRE USE OF SUCH CONFIDENTIAL AND PROPRIETARY INFORMATION IN THE PERFORMANCE OF DUTIES SPECIFICALLY WITH RESPECT TO BUYER'S USE OF THE PRODUCT; PROVIDED, HOWEVER, THAT SUCH EMPLOYEES AND INDEPENDENT CONTRACTORS MUST AGREE TO KEEP SUCH INFORMATION CONFIDENTIAL AND SHALL BE BOUND BY CONFIDENTIALITY OBLIGATIONS AT LEAST AS STRICT AS SET FORTH IN THIS PARAGRAPH. SELLER HEREBY GRANTS TO BUYER A PERPETUAL, FULLY PAID UP, ROYALTY-FREE, NON-ASSIGNABLE OR NON-TRANSFERABLE AND NONEXCLUSIVE LICENSE TO USE SUCH INFORMATION SOLELY TO THE EXTENT NECESSARY TO UTILIZE THE PRODUCT. BUYER ACKNOWLEDGES THAT SELLER HAS OBTAINED LICENSES, BUT HAS NO OWNERSHIP, IN THE FOLLOWING COMPONENT PARTS OF THE PRODUCT, INCLUDING, BUT NOT

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LIMITED TO: MICROSOFT WINDOWS STANDARD RUNTIME, MICROSOFT OS, AND TOM TOM MAP DATA. BUYER ACKNOWLEDGES THAT BUYER ACCEPTS MICROSOFT'S END USER LICENSE AGREEMENT (EULA), WHICH BY THIS REFERENCE IS MADE A PART OF THESE TERMS AND CONDITIONS. THE CONFIDENTIALITY OBLIGATIONS IN THIS PARAGRAPH SHALL SURVIVE THE SALE AND TRANSFER OF THE PRODUCT TO BUYER.

13) RELATIONSHIP OF PARTIES

THE SELLER AND BUYER ARE INDEPENDENT CONTRACTING PARTIES AND NOTHING IN THESE TERMS AND CONDITIONS SHALL MAKE EITHER PARTY THE AGENT, JOINT VENTURER OR LEGAL REPRESENTATIVE OF THE OTHER FOR ANY PURPOSE WHATSOEVER, NOR DOES IT GRANT EITHER PARTY ANY AUTHORITY TO ASSUME OR TO CREATE ANY OBLIGATION ON BEHALF OF OR IN THE NAME OF THE OTHER.

14) NO IMPLIED WAIVER

THE FAILURE OF EITHER PARTY AT ANY TIME TO REQUIRE PERFORMANCE BY THE OTHER PARTY OR MAKE ANY ELECTION UNDER ANY PROVISION OF THESE TERMS AND CONDITIONS SHALL IN NO WAY AFFECT THE PARTY'S RIGHT TO REQUIRE SUCH PERFORMANCE OR MAKE SUCH ELECTION AT ANY TIME THEREAFTER, NOR SHALL THE WAIVER OF EITHER PARTY OF A BREACH OF ANY PROVISION OF THESE TERMS AND CONDITIONS CONSTITUTE A WAIVER OF ANY SUCCEEDING BREACH OF THE SAME OR ANY OTHER PROVISION

15) ENTIRE AGREEMENT

THESE TERMS AND CONDITIONS (INCLUDING ALL LICENSES, AGREEMENTS AND EXHIBITS ATTACHED HERETO), THE SELLER'S ORDER, BUYER'S INVOICE AND THE SPECIFICATIONS FOR THE SPECIFIC PRODUCT PURCHASED CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO WITH RESPECT TO THE SUBJECT MATTER HEREOF AND SUPERSEDES ALL PRIOR AGREEMENTS AND UNDERSTANDINGS, WHETHER ORAL OR WRITTEN, BETWEEN THEM REGARDING THE SUBJECT MATTER HEREOF. BUYER AND SELLER EACH ACKNOWLEDGE THAT NO REPRESENTATIONS, INDUCEMENTS, PROMISES OR AGREEMENTS, ORALLY OR OTHERWISE, HAVE BEEN MADE BY ANY PARTY, OR ANYONE ACTING ON BEHALF OF ANY PARTY, THAT ARE NOT SET FORTH HEREIN.

16) MODIFICATION/SEVERABILITY/FURTHER ASSURANCES

THESE TERMS AND CONDITIONS MAY NOT BE MODIFIED OR AMENDED IN ANY WAY UNLESS SUCH MODIFICATION OR AMENDMENT IS IN WRITING AND SIGNED BY AN AUTHORIZED OFFICER OF EACH OF SELLER AND BUYER. IF ANY PROVISION OF THESE TERMS AND CONDITIONS IS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE INVALID UNDER ANY APPLICABLE LAW, THE PORTION DEEMED TO BE INVALID WILL BE DEEMED OMITTED, AND THE REMAINDER OF THESE TERMS AND CONDITIONS SHALL REMAIN ENFORCEABLE. THE PARTIES AGREE TO EXECUTE ANY FURTHER DOCUMENTS AND PROVIDE ANY REQUESTED ASSURANCE REASONABLY NECESSARY FOR THE PARTIES TO EFFECTUATE THE PURPOSE OF THESE TERMS AND CONDITIONS.

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17) ATTORNEYS' FEES

IN THE EVENT OF A CLAIM, SUIT OR CONTROVERSY, INCLUDING, WITHOUT LIMITATION, A SUIT TO COLLECT PAYMENT OR AN ACTION FOR DECLARATORY RELIEF, THE PREVAILING PARTY IN SUCH ACTION OR PROCEEDING SHALL BE ENTITLED TO RECOVER ITS COURT COSTS AND REASONABLE OUT-OF-POCKET EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES TO BE FIXED BY THE COURT. THE COURT SHALL DETERMINE THE PARTY THAT IS THE "PREVAILING PARTY," WHETHER OR NOT THE DISPUTE OR CONTROVERSY PROCEEDS TO FINAL JUDGMENT. SUCH RECOVERY SHALL INCLUDE COURT COSTS, OUT-OF-POCKET EXPENSES AND ATTORNEYS' FEES ON APPEAL, IF ANY.

18) GOVERNING LAW; JURISDICTION; VENUE

THESE TERMS AND CONDITIONS SHALL IN ALL RESPECTS BE CONSTRUED AND GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO THE LAWS AS TO CHOICE OR CONFLICT OF LAWS. BUYER AND SELLER AGREE AND ACCEPT THAT ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THE PURCHASE AND SALE OF THE PRODUCT AND THESE TERMS AND CONDITIONS SHALL BE BROUGHT IN THE FEDERAL OR STATE COURTS FOR THE STATE OF CALIFORNIA, COUNTY OF VENTURA, AND THE PARTIES EXPRESSLY WAIVE ANY OBJECTION TO PERSONAL JURISDICTION, VENUE OR *FORUM NON CONVENIENS*.

19) SYSTEMS LIMITATIONS

THE UC-6000 SYSTEM IS NOT APPROVED BY THE FEDERAL AVIATION ADMINISTRATION (FAA), THE NATIONAL CIVIL AVIATION AGENCY (ANAC) OR EUROPEAN AVIATION SAFETY AGENCY (EASA) AND ARE NOT TO BE USED AS NAVIGATION TOOLS. SPECIAL EQUIPMENT APPROVED BY THE FAA, ANAC OR EASA FOR NAVIGATIONAL PURPOSES NORMALLY CARRIES SUPPLEMENTAL TYPE CERTIFICATE (STC) AND/OR TECHNICAL STANDARD ORDER (TSO) CERTIFICATIONS AND ARE SPECIFICALLY DESIGNED FOR NAVIGATION. THE UC-6000SYSTEM IS DESIGNED FOR USE BY THE TACTICAL FLIGHT OFFICER AS A MEANS OF MANAGING TACTICAL OPERATIONS IN PUBLIC USE AIRCRAFT BY PROVIDING ENHANCED SITUATIONAL AWARENESS AND INTEGRATION WITH OTHER MISSION EQUIPMENT PACKAGE COMPONENTS.

UNDER FAA TITLE 14, CODE OF FEDERAL REGULATIONS, PART 43, IT IS THE OBLIGATION OF THE PERSON MAKING ANY ALTERATION OF AN AIRCRAFT TO DETERMINE THAT THE ALTERATION CAN BE MADE IN ACCORDANCE WITH ALL APPLICABLE STANDARDS AND LEGAL REQUIREMENTS. THE PURCHASER OF THE UC-6000SYSTEM SHOULD CONFER WITH HIS/HER INSTALLER IN ORDER TO DETERMINE WHETHER THESE SYSTEMS CAN BE INSTALLED IN THE INTENDED AIRCRAFT IN ACCORDANCE WITH APPLICABLE FAA, ANAC OR EASA REGULATIONS, ORDERS, CONDITIONS AND STANDARDS. SELLER DISCLAIMS ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, THAT THE UC-6000 SYSTEM IS APPROPRIATE FOR INSTALLATION ON OR IN ANY PARTICULAR TYPE OF AIRCRAFT AND SELLER DISCLAIMS ANY LIABILITY OR RESPONSIBILITY TO ANY PURCHASER ARISING FROM THE INSTALLATION OR USE OF THESE SYSTEMS ON OR IN ANY AIRCRAFT.

20) EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION

IN PERFORMING THE SERVICES REQUIRED UNDER AN ORDER, SELLER HEREBY REPRESENTS AND WARRANTS THAT IT IS AN EQUAL OPPORTUNITY EMPLOYER AND SHALL CONFORM TO ALL AFFIRMATIVE ACTION AND OTHER APPLICABLE REQUIREMENTS. ACCORDINGLY, SELLER SHALL NEITHER DISCRIMINATE NOR

PERMIT DISCRIMINATION IN ITS OPERATIONS OR EMPLOYMENT PRACTICES AGAINST ANY PERSON OR GROUP OF PERSONS ON THE BASIS OF RACE, AGE, RELIGION, COLOR, NATIONAL ORIGIN, ANCESTRY, SEX, PHYSICAL OR MENTAL HANDICAP OR MEDICAL CONDITION, SEXUAL PREFERENCE, PRIOR MILITARY INVOLVEMENT OR ANY OTHER MANNER PROHIBITED BY LAW.

21) COMPLIANCE WITH U.S. EXPORT REGULATIONS

THE BUYER IS HEREBY PLACED ON NOTICE THAT THE HARDWARE, TECHNICAL DATA, AND/OR SERVICES FURNISHED WITH THIS ORDER MAY RELATE TO ARTICLES CONTROLLED BY THE U.S. GOVERNMENT FOR EXPORT AND MAY, THEREFORE, BE SUBJECT TO EXPORT LICENSING REQUIREMENTS AND LIMITATIONS ON DISCLOSURE OR SHIPMENT TO FOREIGN NATIONALS UNDER U.S. LAW. FEDERAL, CRIMINAL AND CIVIL PENALTIES MAY RESULT FROM ANY VIOLATION OF THESE EXPORT PROVISIONS.

BUYER HEREBY INDEMNIFIES, DEFENDS AND HOLDS SELLER HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, PENALTIES, COSTS OR EXPENSE (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF OR RELATED TO ANY BREACH OF SUCH REQUIREMENTS AND LAWS BY BUYER (OR BUYER'S CUSTOMER) FOLLOWING BUYER'S RECEIPT OF THE EXPORT CONTROLLED DATA OR HARDWARE.

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WINDOWS OPERATING SYSTEM

These license terms are an agreement between you and AeroComputers Corp. (AeroComputers). Please read them. They apply to the software included on this device. The software also includes any separate media on which you received the software.

The software on this device includes software licensed from Microsoft Corporation or its affiliate.

The terms also apply to any Microsoft
- updates,
- supplements,
- Internet-based services, and
- support services for this software, unless other terms accompany those items. If so, those terms apply.

If you obtain updates or supplements directly from Microsoft, then Microsoft, and not AeroComputers licenses those to you.

As described below, using the software also operates as your consent to the transmission of certain computer information for Internet-based services.

By using the software, you accept these terms. If you do not accept them, do not use the software. Instead, contact AeroComputers to determine its return policy for a refund or credit.

If you comply with these license terms, you have the rights below.

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1. USE RIGHTS

Use. The software license is permanently assigned to the device with which you acquired the software. You may use the software on the device.

2. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS

a. Specific Use. AeroComputers designed the device for a specific use. You may only use the software for that use.

b. Other Software. You may use other programs with the software as long as the other programs.

- directly supports the manufacturer's specific use for the device, or
- provide system utilities, resource management, or anti-virus or similar protection.
- Software that provides consumer or business tasks or processes may not be run on the device. This includes email, word processing, spreadsheet, database, scheduling and personal finance software. The device may use terminal services protocols to access such software running on a server.

c. Device Connections. You may not use the software as server software. In other words, more than one device may not access, display, run, share or use the software at the same time.

You may use terminal services protocols to connect the device to a server running business task or processes software such as email, word processing, scheduling or spreadsheets. You may allow up to ten other devices to access the software to use

- File Services,
- Print Services,
- Internet Information Services, and
- Internet Connection Sharing and Telephony Services.

The ten connection limit applies to devices that access the software indirectly through "multiplexing" or other software or hardware that pools connections. You may use unlimited inbound connections at any time via TCP/IP.

d. Remote Access Technologies. You may access and use the software remotely from another device using remote access technologies as follows.

Remote Desktop. The single primary user of the device may access a session from any other device using Remote Desktop or similar technologies. A "session" means the experience of interacting with the software, directly or indirectly, through any combination of input, output and display peripherals. Other users may access a session from any device using these technologies, if the remote device is separately licensed to run the software.
Other Access Technologies. You may use Remote Assistance or similar technologies to share an active session.
Other Remote Uses. You may allow any number of devices to access the software for purposes other than those described in the Device Connections and Remote Access Technologies sections above, such as to synchronize data between devices.

e. Font Components. While the software is running, you may use its fonts to display and print content. You may only

- embed fonts in content as permitted by the embedding restrictions in the fonts; and
- temporarily download them to a printer or other output device to print content.

f. Icons, images and sounds. While the software is running, you may use but not share its icons, images, sounds, and media.

3. VHD BOOT. Additional copies of the software created using the software's Virtual Hard Disk functionality ("VHD Image") may be pre-installed on the physical hard disk of the device. These VHD Images may only be used for maintaining or updating the software installed on the physical hard disk or drive. If the VHD Image is the only software on your device, it may be used as the primary operating system but all other copies of the VHD Image may only be used for maintenance and updating.

4. POTENTIALLY UNWANTED SOFTWARE. The software may include Windows Defender. If Windows Defender is turned on, it will search this device for "spyware," "adware" and other potentially unwanted software. If it finds potentially unwanted software, the software will ask you if you want to ignore, disable (quarantine) or remove it. Any potentially unwanted software rated "high" or "severe," will be automatically removed after scanning unless you change the default setting. Removing or disabling potentially unwanted software may result in

- Other software on your device ceasing to work, or
- Your breaching a license to use other software on this device

By using this software, it is possible that you will also remove or disable software that is not potentially unwanted software.

5. SCOPE OF LICENSE. The software is licensed, not sold. This agreement only gives you some rights to use the software. AeroComputers and Microsoft reserve all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that allow you to use it only in certain ways. For more information, see the software documentation or contact AeroComputers. You may not:

- work around any technical limitations in the software;
- reverse engineer, decompile or disassemble the software;
- make more copies of the software than specified in this agreement;
- publish the software for others to copy;
- rent, lease or lend the software; or
- use the software for commercial software hosting services.

Except as expressly provided in this agreement, rights to access the software on this device do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access this device.

6. INTERNET-BASED SERVICES. Microsoft provides Internet-based services with the software. Microsoft may change or cancel them at any time.

a. Consent for Internet-Based Services. The device may contain one or more of the software features described below. These features connect to Microsoft or service provider computer

systems over the Internet. In some cases, you will not receive a separate notice when they connect. For more information about these features, visit go.microsoft.com/fwlink/?linkid=104604.

By using these features, you consent to the transmission of this information. Microsoft does not use the information to identify or contact you.

Computer Information. The following features use Internet protocols, which send to the appropriate systems computer information, such as your Internet protocol address, the type of operating system and browser, the name and version of the software you are using, and the language code of the device where you installed the software. Microsoft uses this information to make the Internet-based services available to you. AeroComputers has elected to turn on the following features on the device.

- Plug and Play and Plug and Play Extensions. You may connect new hardware to your device. Your device may not have the drivers needed to communicate with that hardware. If so, the update feature of the software can obtain the correct driver from Microsoft and install it on your device.

- Web Content Features. Features in the software can retrieve related content from Microsoft and provide it to you. Examples of these features are clip art, templates, online training, online assistance and Appshelp. You may choose to switch them off or not use them.

- Digital Certificates. The software uses x.509 version 3 digital certificates. These digital certificates confirm the identity of user sending information to each other and allow you to encrypt the information. The software retrieves certificates and updates certificate revocation lists over the Internet.

- Auto Root Update. The Auto Root Update feature updates the list of trusted certificate authorities. You can switch off this feature.

- Windows Media Digital Rights Management. Content owners use Windows Media digital rights management technology (WMDRM) to protect their intellectual property, including copyrights. This software and third party software use WMDRM to play and copy WMDRM-protected content. If the software fails to protect the content, content owners may ask Microsoft to revoke the software's ability to use WMDRM to play or copy protected content. Revocation does not affect other content. When you download licenses for protected content, you agree that Microsoft may include a revocation list with the licenses. Content owners may require you to upgrade WMDRM to access their content. Microsoft software that includes WMDRM will ask for your consent prior to the upgrade. If you decline an upgrade, you will not be able to access content that requires the upgrade. You may switch off WMDRM features that access the Internet. When these features are off, you can still play content for which you have a valid license.

- Windows Media Player. When you use Windows Media Player, it checks with Microsoft for

  - compatible online music services in your region;
  - new versions of the player; and
  - codecs if your device does not have the correct ones for playing content.

You can switch off this feature. For more information, go to: go.microsoft.com/fwlink/?LinkId=51331.

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- Malicious Software Removal/Clean On Upgrade. Before installation of the software, the software will check and remove certain malicious software listed at www.support.microsoft.com/?kbid=890830 ("Malware") from your device. When the software checks your device for Malware, a report will be sent to Microsoft about any Malware detected or errors that occurred while the software was checking for Malware. No information that can be used to identify you is included in the report. You may disable the software's Malware reporting functionality by following the instructions found at www.support.microsoft.com/?kbid=890830.

- Network Awareness. This feature determines whether a system is connected to a network by either passive monitoring of network traffic or active DNS or HTTP queries. The query only transfers standard TCP/IP or DNS information for routing purposes. You can switch off the active query feature through a registry setting.

- Windows Time Service. This service synchronizes with www.time.windows.com once a week to provide your I device with the correct time. The connection uses standard NTP protocol.

- Search Suggestions Service. In Internet Explorer, when you type a search query in the Instant Search box or type a question mark (?) before your search term in the Address bar, you will see search suggestions as you type (if supported by your search provider). Everything you type in the Instant Search box or in the Address bar when preceded by a question mark (?) is sent to your search provider as you type. Also, when you press Enter or click the Search button, the text in the Instant Search box or Address bar is sent to the search provider. If you use a Microsoft search provider, use of the information sent is subject to the Microsoft Online Privacy Statement. This statement is available at go.microsoft.com/fwlink/?linkid=31493. If you use a third-party search provider, use of the information sent will be subject to the third party's privacy practices. You can turn search suggestions off at any time. To do so, use Manage Add-ons under the Tools button in Internet Explorer. For more information about the search suggestions service, see go.microsoft.com/fwlink/?linkid=128106.

- Consent to Update Infrared Emitter/Receiver. The software may contain technology to ensure the proper functioning of the infrared emitter/receiver device shipped with certain Media Center-based products. You agree that the software may update the firmware of this device.

- Media Center Online Promotions. If you use Media Center features of the software to access Internetbased content or other Internet-based services, such services may obtain the following information from the software to enable you to receive, accept and use certain promotional offers:

    - certain device information, such as your Internet protocol address, the type of operating system and browser you are using, and the name and version of the software you are using,
    - the requested content, and
    - the language code of the device where you installed the software.
    - Your use of the Media Center features to connect to those services serves as your consent to the collection and use of such information.

- Media Playback Updates. The software on the device may include media playback features which receives updates directly from the MSCORP Media Playback Update servers. If activated by your manufacturer, these updates will be downloaded and installed without further notice to you. The manufacturer is responsible for ensuring these updates work on your device.

- Windows Update Agent. The software on the device includes Windows Update Agent ("WUA"). This feature enables your device to access Windows Updates either directly from MSCORP Windows Update server or from a server installed with the required server component and from the Microsoft Windows Update server. To enable the proper functioning of the Windows Update service in the software (if you use it) updates or downloads to the Windows Update service will be required from time to time and downloaded and installed without further notice to you. Without limiting any other disclaimer in these license terms or any license terms accompanying a Windows Update, you acknowledge and agree that no warranty is provided by Microsoft Corporation or their affiliates with respect to any Windows Update that you install or attempt to install on your device.

b. Use of Information. Microsoft may use the device information, error reports, and Malware reports to improve our software and services. We may also share it with others, such as hardware and software vendors. They may use the information to improve how their products run with Microsoft software.

c. Misuse of Internet-based Services. You may not use these services in any way that could harm them or impair anyone else's use of them. You may not use the services to try to gain unauthorized access to any service, data, account or network by any means.

7. PRODUCT SUPPORT. Contact AeroComputers for support options. Refer to the support number provided with the device.

8. MICROSOFT .NET BENCHMARK TESTING. The software includes one or more components of the .NET Framework (".NET Components"). You may conduct internal benchmark testing of those components. You may disclose the results of any benchmark test of those components, provided that you comply with the conditions set forth at go.microsoft.com/fwlink/?LinkID=66406.

Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the applicable .NET Component, provided it complies with the same conditions set forth at go.microsoft.com/fwlink/?LinkID=66406.

9. BACKUP COPY. You may make one backup copy of the software. You may use it only to reinstall the software on the device.

10. DOCUMENTATION. Any person that has valid access to your device or internal network may copy and use the documentation for your internal, reference purposes.

11. PROOF OF LICENSE. If you acquired the software on the device, or on a disc or other media, a genuine Certificate of Authenticity label with a genuine copy of the software identifies licensed software. To be valid, this label must be affixed to the device, or included on or in AeroComputers software packaging. If you receive the label separately, it is not valid. You should keep the label on the device or packaging to prove that you are licensed to use the software. To identify genuine Microsoft software, see www.howtotell.com.

12. TRANSFER TO A THIRD PARTY. You may transfer the software only with the device, the Certificate of Authenticity label, and these license terms directly to a third party. Before the transfer, that

party must agree that these license terms apply to the transfer and use of the software. You may not retain any copies of the software including the backup copy.

13. NOTICE ABOUT THE H.264/AVC VISUAL STANDARD, THE VC-1 VIDEO STANDARD, THE MPEG-4 VISUAL STANDARD AND THE MPEG-2 VIDEO STANDARD. This software may include H.264/AVC, VC-1, MPEG-4 Part 2, and MPEG-2 visual compression technology. If the software includes those visual compression technologies MPEG LA, L.L.C. requires this notice:

THIS PRODUCT IS LICENSED UNDER ONE OR MORE VIDEO PATENT PORTFOLIO LICENSES SUCH AS, AND WITHOUT LIMITATION, THE AVC, THE VC-1, THE MPEG-4 PART 2 VISUAL, AND THE MPEG-2 VIDEO PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (i) ENCODE VIDEO IN COMPLIANCE WITH THE ABOVE STANDARDS ("VIDEO STANDARDS") AND/OR (ii) DECODE VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE VIDEO UNDER SUCH PATENT PORTFOLIO LICENSES. NONE OF THE LICENSES EXTEND TO ANY OTHER PRODUCT REGARDLESS OF WHETHER SUCH PRODUCT IS INCLUDED WITH THIS PRODUCT IN A SINGLE ARTICLE. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE WWW.MPEGLA.COM.

14. NOTICE ABOUT THE MP3 AUDIO STANDARD. This software includes MP3 audio encoding and decoding technology as defined by ISO/IEC 11172-3 and ISO/IEC 13818-3. It is not licensed for any implementation or distribution in any commercial product or service.

15. NOT FAULT TOLERANT. The software is not fault tolerant. AeroComputers installed the software on the device and is responsible for how it operates on the device.

16. RESTRICTED USE. The Microsoft software was designed for systems that do not require fail-safe performance. You may not use the Microsoft software in any device or system in which a malfunction of the software would result in foreseeable risk of injury or death to any person. This includes operation of nuclear facilities, aircraft navigation or communication systems and air traffic control.

17. NO WARRANTIES FOR THE SOFTWARE. The software is provided "as is". You bear all risks of using it. Microsoft gives no express warranties, guarantees or conditions. Any warranties you receive regarding the device or the software do not originate from, and are not binding on, Microsoft or its affiliates. When allowed by your local laws, AeroComputers and Microsoft exclude implied warranties of merchantability, fitness for a particular purpose and non-infringement.

18. LIABILITY LIMITATIONS. You can recover from Microsoft and its affiliates only direct damages up to two hundred fifty U.S. Dollars (U.S. $250.00). You cannot recover any other damages, including consequential, lost profits, special, indirect or incidental damages. This limitation applies to:

- **anything related to the software, services, content (including code) on third party internet sites, or third party programs, and**

- **claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.**

It also applies even if Microsoft should have been aware of the possibility of the damages. The above limitation may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

19. EXPORT RESTRICTIONS. The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.

20. ENTIRE AGREEMENT. This agreement, additional terms (including any printed-paper license terms that accompany the software and may modify or replace some or all of these terms), and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.

21. APPLICABLE LAW

a. United States. If you acquired the software in the United States, Washington state law governs the
interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.

b. Outside the United States. If you acquired the software in any other country, the laws of that country apply.

22. Third Party Programs. Microsoft provides the following copyright notices for third party software included in the software. These notices are required by the respective copyright holders and do not change your license to use this software.
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What the term of coverage is:
The following table displays the term of coverage for products listed including any special conditions:

Table 1

Product	Warranty Term	Special Conditions
UltiChart 6000 (UC-6000) Moving Map System Kit	3 Years	No additional charge for UltiChart™ Software updates for life of product
AK-4 Series Keyboard	1 Year	No special conditions apply
IMU – Integrated SPAN Receiver	1 Year	No special conditions apply

What the Warranty Does Not Cover:
The product shall not be deemed defective by reasons of normal wear and tear and this limited warranty shall not apply to: (i) product (or the training services applicable to such product) that has been subjected to mishandling, misuse, abuse, alteration, damage, neglect or improper or inadequate storage, maintenance, repair or installation, or where the factory serial number has been removed or altered from the product; (ii) product (or the training services applicable to such product) that has been subjected to unauthorized or improper repair, installation, assembly, processing, third party software or hardware not contained in the product as originally configured by the manufacturer, or otherwise that alters physical or electrical properties, (iii) damage due to operation of the product other than as per the specifications or use with other components, materials or equipment; (iv) any defect, malfunction or failure caused by accidents, misuse, abuse, unauthorized repair, improper installation, power surges, voltage supply problems, tampering or removal of component parts, or use of

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the product with components, equipment, or accessories for which it is not intended; or (v) any Force Majeure Event.

No other express warranty is given and no affirmation of Seller, by words or action, will constitute a warranty.

The following items are not included under this limited warranty: Connectors, cables, antennae, and Barry Mounts.

What will the Company do to correct the problem:

Seller, at its sole discretion, shall promptly repair or replace the product. Buyer shall be solely responsible for all shipping costs and expenses to ship the product to the repair facility. Seller shall be responsible for all shipping costs and expenses to return the product to Buyer. If Buyer repairs or replaces the product without Seller's prior written approval, Seller is relieved of obligation to Buyer under this section with respect to such product.

How to get service for the product(s):

Buyer shall report any claimed defect in writing by completing a Return Material Authorization (RMA) to Seller upon discovery and in any event within the warranty term. The RMA form can be found at www.aerocomputers.com/rma-form/. Upon receiving an approved RMA from Seller, Buyer shall ship the defective product standard shipping to Seller to:
AeroComputers, 2889 West 5th Street, #111, Oxnard, CA 93030, or to an approved AeroComputers Service Center.

Seller recommends that Buyer keep the original product packaging if possible. In the event that Buyer requires a warranty repair and Buyer does not have the original packaging, Buyer will bear the responsibility for safely packaging the Product for transport. Seller accepts no liability for any damage that may occur in transit.

What happens after the warranty term expires:

Repairs outside of the limited warranty term shall be at the standard Seller rates and shall be warranted for three (3) months from the date of repair. Buyer shall request, in writing, an RMA to Seller upon discovery of any claimed defect. Seller, or an approved Seller Service Center will provide Buyer with an estimate repair quote prior to performing any repairs. Buyer shall be responsible for all shipping charges and expenses to return the product to the Buyer.

How State Law applies:

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Replacement parts are available for four (4) years from the last production date, subject to availability of vendor-supplied items or out-of-production parts. In the event that a part is out of production, Seller will make its best attempt to substitute current available parts.

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Bidder Information Form

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

Bid Number & Name: (IFB 21-021/JW) Digital Mapping System (for Bell 407 Helicopter) for the Jefferson County's Sheriff's Office

Bidder's Company/Business Name: Helicopter Services, Inc.

Bidder's TAX ID Number: 76-0475488

Contact Person: Michael S. Crossland **Title:** General Manager

Phone Number (with area code): 281-370-4354

Alternate Phone Number if available (with area code): 406-560-8773

Fax Number (with area code): 281-251-1207

Email Address: mcrossland@heliserv.com

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

19931 Stuebner Airline Road
Address
Spring, Texas 77379
City, State, Zip Code

Bidder: Complete & Return this Form with Offer.

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

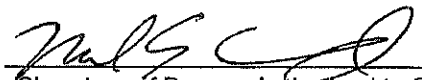
To Jefferson County:

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): 1 _____, _____, _____, _____.

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

Helicopter Services, Inc.	For clarification of this offer, contact:
Company Name	
19931 Stuebner Airline Road	Michael S. Crossland
Address	Name
Spring TX 77379	281-370-4354 281-251-1207
City State Zip	Phone Fax
	mcrossland@heliserv.com
Signature of Person Authorized to Sign	E-mail
Michael S. Crossland	
Printed Name	
General Manager	
Title	

Bidder: Complete & Return this Form with Offer.

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: **Digital Mapping System (for Bell 407 Helicopter) for the Jefferson County Sheriff's Office.**

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. 21-021/JW, Digital Mapping System (for Bell 407 Helicopter) for the Jefferson County Sheriff's Office. 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: Complete & Return this Form with Offer.

Vendor References Form

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: Harris County Sheriff's Office

Address: 8319 Thora Lane, Hngr E-3, Spring, TX 77379

Contact Person and Title: Lt. Don Plant

Phone: 281-320-1060 Fax: 281-320-1029

Email Address: don.plant@sheriff.hctx.net Contract Period: 11/2013 - Present

Scope of Work: Scheduled/unscheduled maintenance, inspections, service bulletins, airworthiness directives

REFERENCE TWO

Government/Company Name: DeSoto Parish Sheriff's Office

Address: 205 Franklin St., Mansfield, LA 71052

Contact Person and Title: Lt. Kenny Gingles

Phone: 318-872-3956 Fax:

Email Address: kgingles@dpso.org Contract Period: 05/2016 - Present

Scope of Work: Scheduled/unscheduled maintenance, inspections, service bulletins, airworthiness directives

REFERENCE THREE

Government/Company Name: Missouri Department of Conservation

Address: 230 Commerce Dr., Suite 301, Jefferson City, MO 65109

Contact Person and Title: Mark McLemore

Phone: 573-751-2724 Fax:

Email Address: mark.mclemore@mdc.mo.gov Contract Period: 02/2020 - Present

Scope of Work: Supply a new turbine helicopter including completion services and on going maintenance/parts.

Bidder: Complete & Return this Form with Offer.

Signature Page

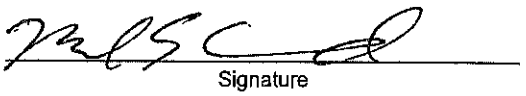
As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the 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.

Helicopter Services, Inc.	
Bidder (Entity Name)	Signature
19931 Stuebner Airline Road	Michael S. Crossland
Street & Mailing Address	Print Name
Spring, TX 77379	05/11/2021
City, State & Zip	Date Signed
281-370-4354	281-251-1207
Telephone Number	Fax Number
mcrossland@heliserv.com	
E-mail Address	

Bidder: Complete & Return this Form with Offer.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Micheal S. Crossland, General Manager

Name and Title of Contractor's Authorized Official *(Please Print)*

05/11/2021

Date

Bidder: Complete & Return this Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY
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.	Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Helicopter Services, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

N/A

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

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

4

Signature of vendor doing business with the governmental entity

05/11/2021

Date

Adopted 8/7/2015

Bidder: Complete & Return this Form with Offer.

Local Government Officer
Conflicts Disclosure Statement – OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

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

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

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

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

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

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

Note: This Form is for Office Use Only.

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.

Michael S. Crossland
Printed Name of Authorized Representative

Signature

General Manager
Title

05/11/2021
Date

Bidder: Complete & Return this Form with Offer.

HSI
HELICOPTER SERVICES INC.

Hooks Airport
19931 Stuebner Airline Road
Spring, Texas 77379

Good Faith Effort (GFE)

Determination Checklist

Helicopter Services, Inc. (HSI) does not intend to utilize subcontractors in the fulfillment of this contract.

HSI has the capacity to fulfill this contract exclusively; there is no opportunity for subcontractors.

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: _____

Michael S. Crossland		05/11/2021
Printed Name of Contractor Representative	Signature of Representative	Date
N/A		
Printed Name of HUB	Signature of Representative	Date

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

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

Bidder: Complete & Return this Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

This information must be submitted with your bid.

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

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder: Complete & Return this Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet **(Duplicate as Needed)**

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

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

Bidder: Complete & Return this Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

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

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

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

- ☐ All subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ■ Other: No Sub Contractors will be used. There is no opportunity available.

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: Complete & Return this Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): Michael S. Crossland

Title: General Manager

Signature: [signature]

Date: 05/11/2021

E-mail address: mcrossland@heliserv.com

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

Name (print or type): Robin Crossland

Title: Office Manager

Date: 05/11/2021

E-mail address: rcrossland@heliserv.com

Bidder: Complete & Return this 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 Helicopter Services, Inc. [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

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

Taxpayer Identification Number (T.I.N.):	76-0475488
Company Name submitting bid/proposal:	Helicopter Services, Inc.
Mailing address:	19931 Stuebner Airline Road, Spring, TX 77379
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

Jefferson County Tax Acct. No.*	Property address or location**
N/A	

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

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

Bidder: Complete & Return this Form with Offer.

House Bill 89 Verification

I, Michael S. Crossland, the undersigned representative of (company or business name) Helicopter Services, Inc. (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and

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

Pursuant to Section 2270.001, Texas Government Code:

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

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

Signature of Company Representative

05/11/2021
Date

On this 11th day of May, 2021, personally appeared Michael S. Crossland, the above named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

Notary Signature

ROBIN CROSSLAND
Notary Public
State of Texas
ID # 12681308-2
My Comm. Exp. 11-20-2021

05/11/2021
Date

Bidder: Complete & Return this 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.

Helicopter Services, Inc.

Company Name

21-021/JW

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

Bidder: Complete & Return this Form with Offer.

Bid Affidavit

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

STATE OF Texas COUNTY OF Harris

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

on this day personally appeared Michael S. Crossland (name), who

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

"I, Michael S. Crossland (name) am a duly authorized officer of/agent

for Helicopter Services, Inc. (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Helicopter Services, Inc. (name of firm).

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

Name and address of bidder: Helicopter Services, Inc.

19931 Stuebner Airline Road, Spring, TX 77379

Fax: 281-251-1207 Telephone# 281-370-4354

by: Michael S. Crossland (print name) Title: General Manager

Signature: mlsc

SUBSCRIBED AND SWORN to before me by the above-named

Michael S. Crossland, General Manager, Helicopter Services, Inc. on

this the 11th day of May, 2021.

Robin Crossland

Notary Public in and for

the State of Texas

ROBIN CROSSLAND
Notary Public
State of Texas
ID # 126B1308-2
My Comm. Exp. 11-20-2021

Bidder Shall Return Completed Form with Offer.

CERTIFICATE OF INSURANCE FOR SERVICES

This certificate of insurance is provided for informational purposes only. This certificate does not confer any rights or obligations other than the rights and obligations conveyed by the policies referenced on this certificate. The terms of the referenced policies control over the terms of this certificate.

Prior to the beginning of work, the vendor shall obtain the minimum insurance and endorsements specified. .

Insured: Helicopter Services, Inc.

Street/Mailing Address: 19931 Stuebner Airline Road

City: Spring State: Texas Zip Code: 77379

Phone Number: 281-370-4354 Vendor EIN Number (11 digits): 1-76-0475488-1

Workers' Compensation Insurance Coverage:
Endorsed with a Waiver of Subrogation in favor of TxDOT.

Carrier Name: Mitsui Sumitomo Insurance Group USA			Carrier Phone Number: 908-604-2900		
Address: 15149 Collection Center Drive			City: Chicago	State: IL	Zip: 60693
Type of Insurance	Policy Number	Effective Date	Expiration Date	Enter Limits of Liability	
Workers' Compensation	WCP9116397	12/01/2020	02/01/2021	1,000,000	
DO NOT COMPLETE THIS FORM UNLESS WORKERS' COMPENSATION IS ENDORSED WITH A WAIVER OF SUBROGATION IN FAVOR OF TxDOT.					

Commercial General Liability Insurance:
Endorsed with TxDOT as Additional Insured and with a Waiver of Subrogation in favor of TxDOT.

Carrier Name: Endurance American Insurance Co.			Carrier Phone Number: 949-851-2060		
Address: 19000 MacArthur Blvd. Ste. 600			City: Irvine	State: CA	Zip: 92612-1445
Type of Insurance	Policy Number	Effective Date	Expiration Date	Enter Limits of Liability	
Commercial General Liability including: Bodily Injury Property Damage	NAF6036958	12/01/2020	12/01/2021	-Occurrence Limit $10,000,000 -General Aggregate Limit and Hangar Keeper's Legal Liability $20,000,000 -Products Completed Operation Aggregate Limit $10,000,000 -Personal Injury & Advertising Injury Aggregate Limit $10,000,000	
DO NOT COMPLETE THIS FORM UNLESS OTHER INSURANCE COVERAGE (i.e. GARAGE KEEPERS INSURANCE, OR OTHER) INCLUDES ADDITIONAL INSURED AND WAIVER OF SUBROGATION ENDORSMENTS IN FAVOR OF TxDOT.					

Commercial Automobile Insurance:
Endorsed with TxDOT as Additional Insured and with a Waiver of Subrogation in favor of TxDOT.

Carrier Name: Preferred Aviation Underwriters			Carrier Phone Number: 212-458-5000		
Address: 175 Water Street			City: New York	State: NY	Zip: 10038
Type of Insurance	Policy Number	Effective Date	Expiration Date	Enter Limits of Liability	
Commercial Automobile Bodily Injury Property Damage	Hired Autos Non-Owned Autos 01-CA-019048809-8	12/01/2020	12/01/2021	1,000,000 Combined Single Limit	
DO NOT COMPLETE THIS FORM UNLESS COMMERCIAL AUTOMOBILE LIABILITY INSURANCE INCLUDES ADDITIONAL INSURED AND WAIVER OF SUBROGATION ENDORSMENTS IN FAVOR OF TxDOT.					

Other Insurance Coverage: i.e. Garage keepers insurance, or other.
Endorsed with TxDOT as Additional Insured and with a Waiver of Subrogation in favor of TxDOT.

Carrier Name:			Carrier Phone Number:		
Address:			City:	State:	Zip:
Type of Insurance	Policy Number	Effective Date	Expiration Date	Enter Limits of Liability	
DO NOT COMPLETE THIS FORM UNLESS OTHER INSURANCE COVERAGE (i.e. GARAGE KEEPERS INSURANCE, OR OTHER) INCLUDES ADDITIONAL INSURED AND WAIVER OF SUBROGATION ENDORSMENTS IN FAVOR OF TxDOT.					

AGENT CERTIFICATION

THIS IS TO CERTIFY to TxDOT, acting on behalf of the State of Texas, that the insurance policies above are in full force and effect.

Name of Insurance Company: Brock Insurance Group, LC
Company Address: PO Box 712450
City: Cottonwood Heights State: UT Zip: 84171-2450
Authorized Agent's Phone Number
Area Code (801) 733-8500

Name of Authorized Agent: Angie Evans
Agent's Address: 2469 E Fort Union Blvd.
City: Cottonwood Heights State: UT Zip: 87121
Original Signature of Authorized Agent
Angie Evans Digitally signed by Angie Evans Date: 2021.04.29 16:55:24 -06'00' 4/29/2021
Date

JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT

1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593 phone

ADDENDUM TO IFB

IFB Number:	IFB 21-021/JW
IFB Title:	Digital Mapping System (for Bell 407 Helicopter) for the Jefferson County Sheriff's Office
IFB Due:	**11:00 am CT, Wednesday, May 12, 2021 (Per this Addendum)**
Addendum No.:	1
Issued (Date):	April 21, 2021

TO BIDDER: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB package – **including all addenda.** For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed proposal.** If the Proposal has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and Opening Date and Time, as stated above.

Reason for Issuance of this Addendum:

- **Bid Due Date Extended to: 11:00 am, CT, Wednesday, May 12, 2021**

The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Bidder:

ATTEST:

Witness

Witness

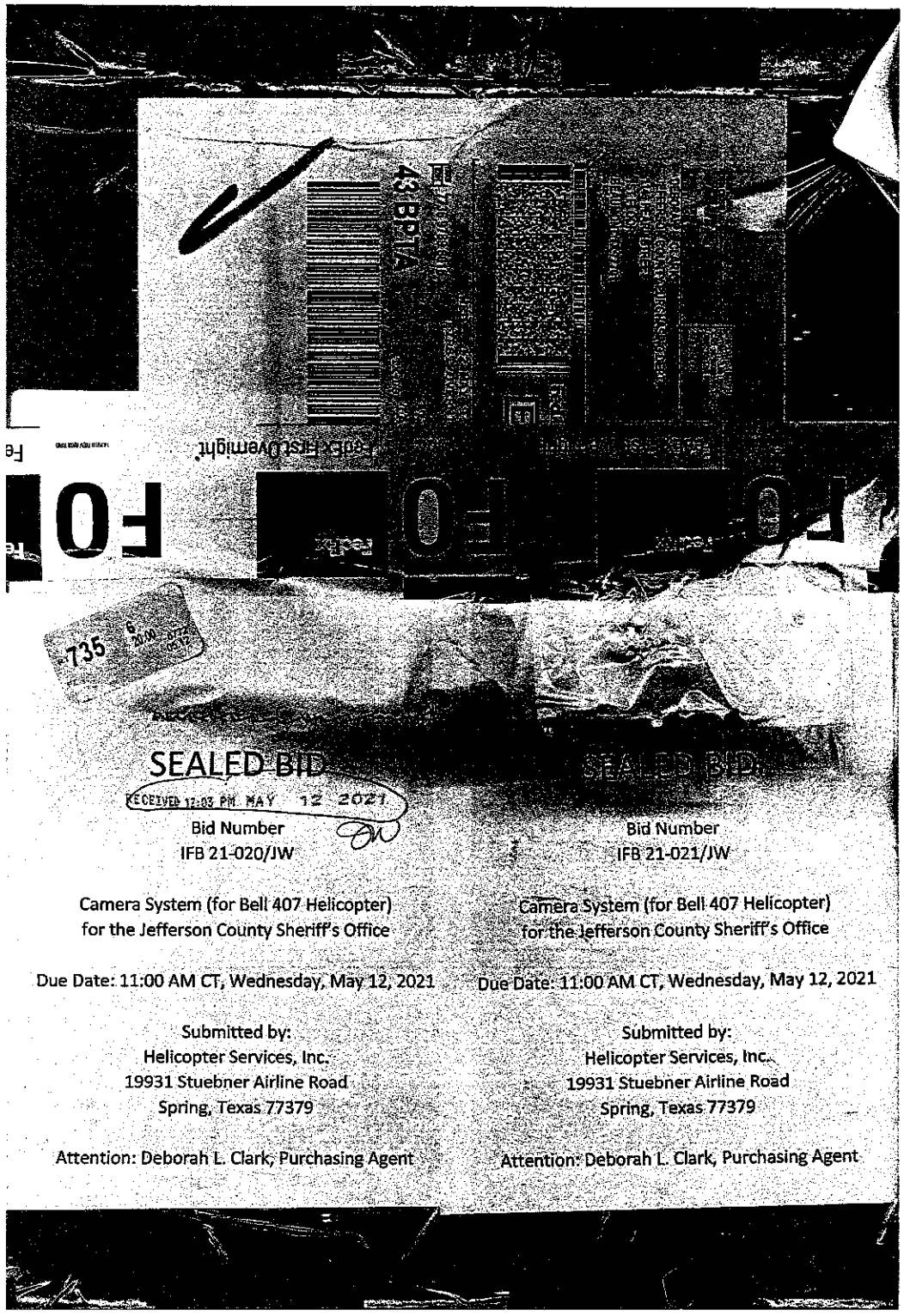
Approved by ____ Date: _____

Authorized Signature (Bidder)

General Manager
Title of Person Signing Above

Helicopter Services, Inc.
Typed Name of Business or Individual

19931 Stuebner Airline Road
Spring, TX 77379
Address



Bid Number
IFB 21-020/JW

Camera System (for Bell 407 Helicopter)
for the Jefferson County Sheriff's Office

Due Date: 11:00 AM CT, Wednesday, May 12, 2021

Submitted by:
Helicopter Services, Inc.
19931 Stuebner Airline Road
Spring, Texas 77379

Attention: Deborah L. Clark, Purchasing Agent

Bid Number
IFB 21-021/JW

Camera System (for Bell 407 Helicopter)
for the Jefferson County Sheriff's Office

Due Date: 11:00 AM CT, Wednesday, May 12, 2021

Submitted by:
Helicopter Services, Inc.
19931 Stuebner Airline Road
Spring, Texas 77379

Attention: Deborah L. Clark, Purchasing Agent

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

April 6, 2021

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid (IFB 21-023/JW) Mini-Excavator 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. Funding for this equipment provided by CARES Act Grant.

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 three (3) 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:	**Mini-Excavator for the Jack Brooks Regional Airport**
BID NO:	**IFB 21-023/JW**
DUE DATE/TIME:	**11:00 AM CT, Wednesday, May 12, 2021**
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 Enterpr
Jefferson County does not discriminate on the basis of race, c
disability in employment or the provisions of services. Individu
requested to contact our office at 409-835-8593 to make arrangei
prior to the submittal deadline. Jefferson County reserves the ri
to waive technicalities and to take whatever action is in the best

ORIGINAL

All interested firms are invited to submit a bid in accordance with

Respondents are strongly encouraged to carefully read the

Deborah Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas.

Publish: Beaumont Enterprise & Port Arthur News: April 7, 2021 & April 14, 2021. The Examiner: April 8, 2021.

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Bid Submissions:

Bidder is responsible for submitting: One (1) original and three (3) 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. http://www.co.jefferson.tx.us/purchasing/main.htm

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.

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.

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

Bidder is responsible for submitting:

- **One (1) Original Bid Copy and (3) Numbered 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 check for any addenda and/or additional instructions that 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/

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.

In response to the Covid-19 pandemic, Jefferson County has implemented precautionary measures recommended by the CDC within its facilities. Visitors to the courthouse will be required to wear a mask within the courthouse.

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 – 2021:

January 18, 2021	Martin Luther King, Jr. Day	Monday
February 15, 2021	President's Day	Monday
April 2, 2021	Good Friday	Friday
May 31, 2021	Memorial Day	Monday
July 5, 2021	Independence Day	Monday
September 6, 2021	Labor Day	Monday
November 11, 2021	Veteran's Day	Thursday
November 25 & 26, 2021	Thanksgiving	Thursday & Friday
December 23 & 24, 2021	Christmas	Thursday & Friday
December 31, 2021	New Year's	Friday

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 https://www.co.jefferson.tx.us/Purchasing/ 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 fumished under this project will conform and comply with federal and State of Texas OSHA standards. The successful bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

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

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

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

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

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

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

3. Purchase Orders and Payment

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

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

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

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

4. Contract

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

4.2 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 to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

4.5 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.~~ # SEE ADDENDUM D OFFER

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.

4.12 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 PROVISIONS

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 FEMA 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 FEMA grant and co-operative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

If applicable, exact language below in subsection 3.d is required.

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 FEMA 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 non-discrimination 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 sub-contract 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. Standard. All prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be 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. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Non-profit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

c. Requirements. If applicable, the non-Federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

COMPLIANCE WITH THE 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. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-Federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

COMPLIANCE WITH THE 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 FEMA 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

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open
market, or contracts for transportation or transmission of intelligence.

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause: 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 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 FEMA 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 non-profit 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

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-Federal entity of amounts in excess of $150,000 under a federal grant.

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/Grant Administration Firm Acting on Behalf of 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 agrees that the County/Grant Administration Firm Acting on Behalf of 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.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

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

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.
2. The contract requires the approval of FEMA, regardless of amount.
3. The contract is for federally-required audit services.
4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

SUSPENSION AND DEBARMENT:

(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 and2 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 the County. 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 the 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

a. Standard. 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. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R.Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
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.

c. Required Certification.

If applicable, contractors must sign and submit to the non-Federal entity the **"Certification Regarding Lobbying" Form** included within these bid specifications.

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non-Federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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.

Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines website:
https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts.

Although FEMA does not currently require additional provisions, FEMA recommends the following:

1. ACCESS TO RECORDS

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

ACCESS TO RECORDS:

The following access to records requirements apply to this contract:

(1)The Contractor agrees to provide the local/state/federal entity providing funding for this project, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this 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 the FEMA Administrator or their 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, the 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.

2. 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.

3. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a 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.

"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."

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

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA 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, FEMA policies, procedures, and directives."

5. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the 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.

"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."

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

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

"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 and (3) Numbered 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 check for any addenda and/or additional instructions that have been posted. Failure to return all required forms could result in a response being declared as non-responsive..

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."

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

FORM 1295 Exemptions:

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

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

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

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

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

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

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; phone:409-835-8593), regarding any questions or comments. Please reference bid number IFB 21-023/JW.

Scope

Jefferson County is soliciting bids for a Mini-Excavator for the Jack Brooks Regional Airport, with the purchase of this equipment to be funded by the FAA under the CARES Act Grant.

Specifications are based off the Kubota (K Series) KX040-4R3TP model. **All bidders having equipment similar in nature are encouraged to bid.** These bid specs are in no way intended to be interpreted as "sole-sourcing" or requiring a specific manufacturer/brand name.

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

The specifications shown are intended to define level of quality, performance, and features ONLY. Products offered shall be of equivalent dimensions, quality, performance and features or better.

All bidders bidding equivalent items shall submit, an itemized comparison documenting equivalence for dimensions, quality, performance, and features of the products offered.

Instructions to Bidders: 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.

EQUIVALENT/ALTERNATE ITEMS:

Bidder Submitting Bid for Equivalent/Alternate Items Must Include in Bid Submission:

- **COPY OF THE MANUFACTURER SPECIFICATIONS** (to include Full Warranty terms)
- **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.

Please be sure to address all specifications and/or features included in the Bid Item Description in your bid response.

EXACT MAKE/MODEL:

Bidder Submitting Bid for Exact Make/Model as specified, Must Include in Bid Submission:

- **COPY OF THE MANUFACTURER SPECIFICATIONS** (to include Full Warranty terms)

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

Equipment Bid Specifications

The Jack Brooks Regional Airport is needing to acquire a **Kubota K Series (Model: KX040-4R3TP) Mini-Excavator or Approved Equivalent** to perform a variety of Airfield Maintenance tasks, including:

- Accessing underground airfield electrical lines
- Airside and landside drainage maintenance (culvert cleaning, ditch maintenance, etc.)
- Dressing safety area surface variations
  - Runway edge maintenance, edge damming and pavement lips
- Snow/Ice removal
- Vegetation removal
  - Near/around airfield lights when traditional mowing would create ruts due to wet soil conditions
  - Hard to reach areas

STANDARD FEATURES:

- Eco Plus System
- Auto Idler
- Rubber Track Model
- ROPS/OPG (Top Guard, Level I)
- Air Conditioning Cab
- Suspension Seat
- Kubota 1 Hydraulic Pump Load Sensing System
- 1 Variable Displacement Pump
- All Controls Hydraulic Pilot Controls
- Two Operating Pattern Selection System
- Accumulator
- Digital Control Panel
- Attachment Flow Presets, Service Alerts
- Standard Front Dozer Blade w/Float
- Optional Float Angle Blade w/ Bolt-on Cutting Edge
- 360 Degree Full Rotation
  70 Degree Left, 55 Degree Right Boom Swing
- 17.2 gpm Adjustable Auxiliary Hydraulics Port 1
- Auxiliary Hydraulics Diverter Valve
- 9.8 gpm Adjustable Auxiliary Hydraulics Port 2 Option
- Thumb Bracket and Relief Valves
- Five Second Quick Preheat System
- Key Switch Stop System Half
- Half-Pitch Rubber Tracks
- Self-Bleed Fuel System
- Auto-Downshift Two-Speed Travel System
- Swivel Negative Brake
- Travel Negative Brake
- Third Line

Equipment Bid Specifications (CONTINUED)

ENGINE:

- D1803 Kubota DI Turbo CRS Tier 4 Diesel Engine
- 3 Cylinder, 4-Cycle
- 40.4 Net HP @ 2200 rpm

DIMENSIONS AND OPERATING WEIGHT:

KX040-4R3TP, Rubber Tracks, Air-Conditioned ROPS/OPG (TOP GUARD, LEVEL I) Cab, 6-in-1 Dozer Blade, SP2

- Overall Length: 16' 8.1"
- Overall Width: 5' 6.9"
- Overall Height: 8' 1.8"
- Operating Weight: 9,195 lbs*
- Ground Clearance: 12.9"

**Includes Operator's Weight*, 175 lbs.

OPERATIONAL DIMENSIONS:

- Max Digging Depth 11' 2.7"
- Max Digging Radius @ Ground Level 17" 9.0"
- Max Vertical Digging Depth 7' 4.8"
- Max Dumping Height 12' 9.5"

DOZER BLADE DIMENSIONS:

- Width 66.9"
- Height 15.75"
- Lift Above Ground 15.17"
- Drop Below Ground 15.94"

PERFORMANCE:

- Digging Force @ Bucket (K7875) 9,535 lbs.
- Digging Force @ Dipper Arm 4,112 lbs.
- Travel Speed (Low) 1.8 mph
- Travel Speed (High) 3.1 mph

Equipment Bid Specifications (CONTINUED)

PERFORMANCE - Continued:

- Climbing Ability 36% / 20 degrees
- Lift Capacity 4,080 lbs.
- Over Front
- Blade Grounded
- 2.0 ft. Load Point Height
- 8.0 ft. Load Radius

REQUIRED FEATURES (Or Equivalent within Proximity of these features):

- Enclosed cab with air conditioning
- Rubber tracks
- Diesel Engine – approx. 40HP
- 6-in-1 dozer blade – minimum width equal to track width
- Hydraulic operating system
- 360-degree full rotation
- (2) Auxillary hydraulic diverter valve
- Thumb bracket and relief valves
- Digging depth – approx. 11 feet
- Digging radius at ground level – approx. 17 feet
- Quick coupler for arm attachments
- 18" quick attach trenching bucket (or similar)
- Hydraulic thumb kit
- 42" cutting width arm attachment brush mower, hydraulic, ¼" deck, galvanized

DELIVERY: Bid price must include all fees associated with delivery.

WARRANTY: Bid price must include a standard warranty for this piece of equipment. A copy of the Full Terms of Warranty is to be included with bid submission.

CASE CONSTRUCTION

CNH Industrial America LLC
and CNH Industrial Canada, Ltd.

WARRANTY AND LIMITATION OF LIABILITY AGREEMENT
LIGHT - CASE CONSTRUCTION EQUIPMENT

The Case Warranty
The Case Warranty is a limited warranty that is provided to the initial retail purchaser in return for consideration paid as part of the purchase price of the product. The selling dealer must review the warranty coverage with the initial retail purchaser and obtain signature on this document.

New Limited Warranty
The warranty described here is from CNH Industrial America LLC and in Canada, CNH Industrial Canada Ltd., both of which are referred to in this agreement as "Case". This warranty is for Case products sold and registered in the United States or Canada and normally operated in the United States or Canada. This warranty does NOT apply to any product normally operated outside of the United States and/or Canada, or to any unit purchased outside of the United States or Canada and imported in for any reason other than a customer relocation/personal move.

Warranty Period
For the products listed below, the Warranty Period for all coverage begins at the time that any person, dealer or agent first places the unit into service. At the latest, a unit is considered to be placed into service when purchased or delivered to an initial retail purchaser. Certain demonstration, rental, lease, and other used units may be eligible for a portion of a new unit warranty. The availability of the remaining portion of a new unit warranty does not mean that a unit is new or unused. The Warranty Period ends when either the month or machine hour limit is reached, whichever limit occurs first.

CASE LIGHT PRODUCT	BASE WARRANTY	EXTENDED WARRANTY	NOTES
SKIDSTEER / COMPACT TRACK LOADERS Case Engines (Warranty through engine manufacturer)	12 Mo. / Unlimited Hrs	24 Mo. / 2000 Hrs 24 Mo. / 2000 Hrs	Notes 5, 6
LOADER BACKHOES Case Engines, Torque Converter, Transmission, Drive Shafts & Drive Axles	12 Mo. / Unlimited Hrs	24 Mo. / 2000 Hrs	Note 2, 5
TRACTOR LOADERS / FORKLIFTS Case Engines, Torque Converter, Transmission, Drive Shafts & Drive Axles	12 Mo. / Unlimited Hrs	24 Mo. / 2000 Hrs	Notes 2, 5
COMPACT EXCAVATORS CX-B Series Yanmar Engines (Warranty through Case)	12 Mo. / 1000 Hrs		Notes 5
COMPACT EXCAVATORS CX-C Series Yanmar / Kubota Engines (Warranty through Case)	12 Mo. / Unlimited Hrs	24 Mo. / 3000 Hrs 24 Mo. / 3000 Hrs	Notes 5, 6
COMPACT WHEEL LOADERS Case Engines (Warranty through Case) Deutz Engines (Warranty through engine manufacturer)	12 Mo. / Unlimited Hrs	24 Mo. / 2000 Hrs	Notes 1, 5

1) Engine coverage is provided directly by the engine manufacturer.
2) Torque converter, transmission, drive shafts, & drive axles are covered for 24 months / 2000 hours.
3) Warranty does not cover any configuration excavator equipped with feller buncher/accumulator attachments
4) Units equipped with factory standard telematics are authorized for Case ProCare extended coverage for an additional 24 months / 3000 total machine hours, whichever comes first
5) Engine warranty coverage is provided through CNH Industrial.
6) Second year machine warranty coverage after base warranty expires

Operator's Manual / Warranty Receipt Verification
YES ☐ / NO ☐ The selling dealer has reviewed the correct operator's manual with me and will provide upon delivery of the product.
YES ☐ / NO ☐ The selling dealer explained safety precautions to me.
YES ☐ / NO ☐ The selling dealer explained the warranty terms and coverage to me.
YES ☐ / NO ☐ The selling dealer explained Purchased Protection Plan options for additional coverage on select components.
YES ☐ / NO ☐ I wish to be part of future Case communications, offers or events.

Model:	**Serial Number:**
Retail DATE / HOURS:	**Operator Manual Number:**
Purchaser Name (please print):	**Dealer Name:**
Address:	**Address:**
City / State:	**City / State:**
Zip code:	**Zip code:**
Phone Number:	**Phone Number:**

The answers checked above are correct. I acknowledge that I have read and I accept this warranty policy statement.

Purchaser Signature _____ Date _____

Dealer Signature _____ Date _____

USA mail original to CNH Industrial Capital America LLC, Attn: WLL Agreement, PO Box 3700, Lancaster, PA 17604-3700 USA
Overnight courier mail original to CNH Industrial Capital America LLC, Attn: WLL Agreement, 500 Diller Ave., New Holland, PA 17557
Canada mail original to CNH Industrial Capital America LLC, Attn: WLL Agreement, 4475 North Service Rd, Suite 301, Burlington, ON L7L4X7 Canada

Case is a registered are trademark in the United States and many other countries, owned by or licensed to CNH Industrial N.V., its subsidiaries or affiliates

Original – CNH **Copy 2 – Purchaser** **Copy 3 – Dealer**

What's Covered
If a defect in material or workmanship is found in a unit and reported during the Warranty Period, Case will pay parts and labor costs to repair the defect if the services are performed by an authorized Case dealer at the dealer's location. If parts are needed during the repair, Case will, at its option, use genuine Case new or remanufactured parts. Case replacement parts that are used in a warranty repair are warranted until the end of the machine warranty or to the end of the Case Replacement Parts Warranty, whichever is longer.

CASE PROVIDES NO WARRANTY, EXPRESS OR IMPLIED, FOR A COMPONENT OR OTHER ITEM THAT IS SEPARATELY WARRANTED TO THE PURCHASER BY ITS MANUFACTURER, SUCH AS TIRES, BATTERIES AND FUEL INJECTION COMPONENTS. CHECK WITH YOUR DEALER FOR DETAILS

No Modification or Extension of Warranty Period
The Case Warranty is limited to the written terms in this document. Case does not authorize any person, dealer or agent to change or extend the terms of this warranty in any manner. Any assistance to the purchaser in the repair or operation of any Case product outside the terms or limitations or exclusions of this warranty will not constitute a waiver of the terms, limitations or exclusions of this warranty, nor will such assistance extend or re-establish the warranty.

EXCLUSIVE REMEDY
THE REMEDY OF REPAIRING A DEFECT IN MATERIALS OR WORKMANSHIP AT A CASE DEALERSHIP UNDER THE TERMS OF THIS WARRANTY IS THE PURCHASER'S EXCLUSIVE REMEDY AND IS IN LIEU OF ANY OTHER REMEDY OTHERWISE AVAILABLE.

This Warranty is Void If
The unit's hour meter is changed or altered, unless a Case dealer, at the direction of Case, changed the meter. If the unit is used in an application for which it is not designed or the unit has been scrapped, salvaged, stolen, junked or totaled.

Limitation and Exclusions The Case Warranty gives you specific legal rights and you may also have other rights, which vary, from region to region.

THIS DOCUMENT CONTAINS THE ENTIRE CASE WARRANTY. CASE MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, AND SPECIFICALLY EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.* CASE WILL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM A BREACH OF THE WRITTEN WARRANTY OR ANY IMPLIED WARRANTY IMPOSED BY LAW.*

Owner's Responsibility
The Case warranty remains in effect during the Warranty Period if the owner performs the required maintenance at the recommended intervals outlined in the product operator's manual and the unit is operated within its rated capacity. Genuine Case service parts or Case approved service parts that meet Case specifications must be used for maintenance and repair.

What's Not Covered
- Cost associated with performing pre-delivery or scheduled inspection service.
- Repairs arising from storage deterioration, failure to maintain the equipment, negligence, alteration, improper use of the equipment, collision or other accident, vandalism, or other casualty, or operation beyond rated capacity or specification.
- Repairs arising from abuse or neglect, including but not limited to: operation without adequate coolant or lubricants, adjustments to the fuel system outside equipment specifications, over-speeding, improper storage, starting, warm-up, or shutdown practices, incorrect fuel or contaminated fuel, oil or other fluids.
- Normal maintenance services, such as engine tune-ups, engine fuel system cleaning, checks, adjustments, shimming, etc.
- Replacement of non-defective wear items expected to be replaced during the warranty period, including but not limited to: light bulbs, spark plugs, ignition points, brake or clutch linings, slip clutches, belts, chains, knives, bucket cutting edges and teeth, crawler track pads and track components, crop processing and cutting components, external drive sprockets and chains, soil engaging tools and accessories.
- Items replaced due to customer demand.
- Labor charges performed by anyone except a dealer authorized by contract to repair the equipment, unless they qualify under special provisions (i.e.; outside labor).
- Any and all travel costs for items such as towing, service calls, or transporting a unit to and from the place where the warranty service is performed, unless specifically covered by a product improvement program or units classified as heavy and/or compaction products
- Claims involving loss or damage during shipment or handling, including units subsequently sold as a "salvage" unit.
- "Salvage" or other units sold on an "as is" basis, unless otherwise specified in writing at the time of sale.
- Normal maintenance costs, including but not limited to: lubricants, coolants, fluids, fuel, filters, and associated labor. Lubricants, filters, and coolants may qualify for warranty reimbursement if they require replacement as a DIRECT RESULT of a defect in material or workmanship.
- Claims involving the inspection or reconditioning of units after storage or prior use.
- Components or items that are separately warranted directly by the manufacturer including but are not limited to: tires, tracks, engines, transmissions, batteries, fuel injection pumps, fuel injectors, etc.
- Shop comebacks: any duplicate, repeat, or comeback repair resulting from improper diagnosis, testing, or service work. This also includes repairs arising from service performed by agents not approved by Case.
- Repairs arising from any unauthorized modification to the product or the use on non-CNH Industrial parts, implements, or attachments, including but not limited to performance changing (i.e., increasing horsepower or other modifications) and/or emissions defeating modifications.
- Removal, replacement, or installation of non-CNH Industrial optional equipment, attachments or components.
- Premiums charged for overtime labor costs or out of shop expenses.
- Economic loss including lost profits, crop loss, equipment rental, or other expense.
- Unauthorized modification or updating machines without a warrantable failure based on Service Bulletin information or production changes.
- Any and all costs of special tools
- Any and all costs of dealer shop supplies incurred with repairs, including but not limited to: solvents, cleaners, anti-seize lubricants, loctite, sealant, adhesive, oil-dry, shop towels, etc. Sealant or adhesive may qualify for warranty reimbursement in certain applications requiring a large volume of sealant/ adhesive.
- Failure of the machine, its implements or attachments caused by improper field application or loading.
- Any and all costs for coolant, fuel, or lube (oil) analysis including supplies and lab recommendations.
- Cost of initial setup or installation of any optional equipment or attachments to a unit.
- Cost associated with cleaning of machine in preparation for servicing

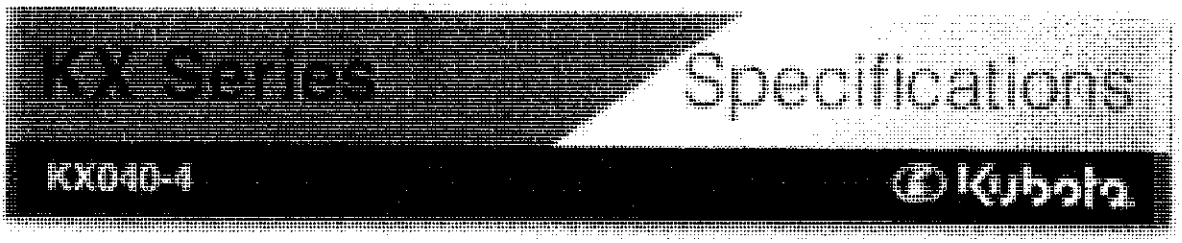
USA mail original to CNH Industrial Capital America LLC, Attn: WLL Agreement, PO Box 3700, Lancaster, PA 17604-3700 USA
Overnight courier mail original to CNH Industrial Capital America LLC, Attn: WLL Agreement, 500 Diller Ave., New Holland, PA 17557
Canada mail original to CNH Industrial Capital America LLC, Attn: WLL Agreement, 4475 North Service Rd, Suite 301, Burlington, ON L7L4X7 Canada

Case is a registered are trademark in the United States and many other countries, owned by or licensed to CNH Industrial N.V., its subsidiaries or affiliates

Original – CNH **Copy 2 – Purchaser** **Copy 3 – Dealer**

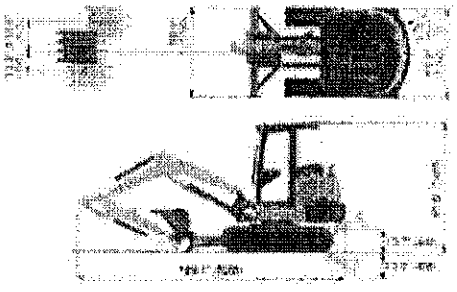
Form No. 3535LGT, March 2019

Equipment Bid Specifications (CONTINUED)

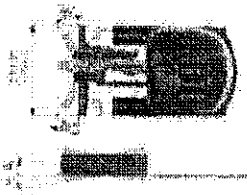


Model				KX040-4	KX040-4 Angle Blade Canopy Cab	KX040-4 6-in-1 Blade Canopy Cab
Type of PCB/S / OPG (Top Guard Level 6)					Optional / Standard	
Type of tracks					Rubber / Steel	
Engine	Model				Kubota D1903-CR-TE4	
	Output (SAE J1995 gross)		HP (kW) / rpm		40.4 (30.1) / 2200	
	Output (SAE J1349 net)		HP (kW) / rpm		38.9 (29.0) / 2200	
	Displacement		cu. in. (cc)		111.4 (1826)	
Dimensions	Overall length		ft. in. (mm)		16'6.2" (5030)	
	Overall height	Canopy / Cab	ft. in. (mm)		8'1.8" (2465) / 8'1.8" (2465)	
	Overall width		ft. in. (mm)	5'6.9" (1700)		5'10.9" (1800)
	Min. ground clearance		in. (mm)		12.99" (330)	
Hydraulic system	Pump capacity		GPM (L/min)		24.4 (92.4)	
	Auxiliary hydraulic flow	AUX1 / AUX2	GPM (L/min)		11.2 (42) / 9.5 (37)	
	Max. breakout force	Bucket / Arm	lbf (kgf)		9935 (4505) / 4112 (1865)	
	Travel speed	Low / High	mph (km/h)		1.8 (2.9) / 3.1 (5.0)	
	Max. traction force	Low speed	lbf (kgf)		6747 (3420)	
Boom system	Transfer distance		ft. in. (mm)		5'7.9" (1710)	
	Crawler length		ft. in. (mm)		7'1.6" (2175)	
	Shoe width		ft. in. (mm)		1'1.9" (350)	
	Ground contact pressure	Rubber / Canopy / Cab	psi (kPa)	4.58 (31.3) / 4.68 (32.3)	4.70 (32.4) / 4.66 (32.5)	4.87 (33.6) / 5.02 (34.6)
		Steel / Canopy / Cab	psi (kPa)	4.61 (31.8) / 4.79 (33.0)	4.76 (32.8) / 4.90 (33.8)	4.95 (34.1) / 5.10 (35.2)
Swing system	Unit swing speed		rpm		9.2	
	Boom swing angle	Left / Right	degree		70 / 55	
Blade	Dimensions	Width	ft. in. (mm)	5'6.9" (1700)		5'10.9" (1800)
		Height	ft. in. (mm)	1'1.8" (350)	1'3.2" (385)	
	Max. lift above ground		ft. in. (mm)	1'5.7" (450)	1'4.5" (420)	1'4.9" (430)
	Max. drop below ground		ft. in. (mm)	1'3.0" (405)	1'1.1" (340)	1'0.9" (330)
	Angle	Left / Right	degree		25 / 25	
	Tilt		degree			10 / 10
Hydraulic oil (Tank / System)			gal (L)		11.1 (42) / 19.8 (74)	
Fuel (tank/spec)			gal (L)		16.9 (64)	
Operating weight		Rubber / Canopy / Cab	lbs. (kg)	9195 (4170)	9500 (4310) / 9585 (4350)	9605 (4465) / 9610 (4360)
(Including operator's weight @ 175 lbs.)		Steel / Canopy / Cab	lbs. (kg)	9950 (4249)	9955 (4395) / 10010 (4540)	10030 (4565) / 10040 (4570)

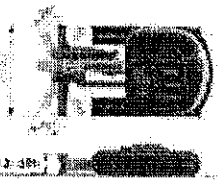
DIMENSIONS



6-in-1 Blade



Angle Blade



Bidder Information Form

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

Bid Number & Name: (IFB 21-023/JW) Mini-Excavator for the Jack Brooks Regional Airport

Bidder's Company/Business Name: Associated Supply Company, Inc

Bidder's TAX ID Number: 175138641102

Contact Person: Austin Lathrop **Title:** Inventory Manager

Phone Number (with area code): (409)-273-0439

Alternate Phone Number if available (with area code) (409)-212-8100

Fax Number (with area code):

Email Address: alathrop@ascoeq.com

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

5980 South Mlk Pkwy
Address
Beaumont Texas 77705
City, State, Zip Code

Bidder: Complete & Return this Form with Offer.

Bid Form

EQUIVALENT/ALTERNATE ITEMS:

Bidder Submitting Bid for Equivalent/Alternate Items Must Include in Bid Submission:

- **COPY OF THE MANUFACTURER SPECIFICATIONS (to include Full Warranty terms)**
- **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.

EXACT MAKE/MODEL:

Bidder Submitting Bid for Exact Make/Model as specified, Must Include in Bid Submission:

- **COPY OF THE MANUFACTURER SPECIFICATIONS (to include Full Warranty terms)**

Item No.	Qty.	Item Description	Bid Price
1	1	**Kubota (K Series) KX040-4R3TP Model Mini-Excavator -OR- Approved Equivalent**	$ 61,000.00
Projected Delivery Lead Time from Date of Purchase:			16 **weeks**
Equivalent Item Description (Make & Model) for Item No. 1: Case CX57C			

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____
Addendum 2 _____ Date Received_____
Addendum 3 _____ Date Received_____

Bidder: Complete & Return this Page with Offer.

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:

Associated Supply Company, Inc
Company Name

5980 S. Mlk Pkwy
Address

Beaumont Texas 77705
City State Zip

Signature of Person Authorized to Sign

W B Wright
Printed Name

CEO
Title

For clarification of this offer, contact:

Name

409-273-0439
Phone Fax

E-mail

Bidder: Complete & Return this Form with Offer.

ADDENDUM AND EXCEPTIONS TO OFFER AND ACCEPTANCE FORM
[JEFFERSON COUNTY PURCHASING DEPT. – IFB 21-023/JW;
MINI-EXCAVATOR FOR THE JACK BROOKS REGIONAL AIRPORT]

This Addendum and Exceptions to Offer and Acceptance Form (the "Addendum") is made to be part of the bid ("ASCO's bid") submitted by ASSOCIATED SUPPLY COMPANY, INC. ("ASCO"), a Texas corporation, as "Bidder" and "Contractor." The provisions of this Addendum are incorporated into and made a part of the "Offer and Acceptance Form" being submitted by ASCO as part of ASCO's bid the same as if expressly set forth in said form. This Addendum amends the terms, conditions, specifications and amendments as set forth in the Invitation to Bid related to "IFB 21-023/JW" for "One (1) Mini-Excavator for the Jack Brooks Regional Airport" in Jefferson County. In the event of any conflict between the terms and provisions of this Addendum and the terms and provisions contained in the Invitation to Bid, this Addendum will control. Unless otherwise indicated, terms used in this Addendum will have the same meaning given to them in the Invitation to Bid. ASCO excepts to the following terms of the Bid and offers the following alternate provisions:

1. **OSHA.** ASCO's bid is made subject to enumerated paragraph 2.10 of the "General Conditions of Bidding and Terms of Contract" entitled, "OSHA" (Page 9 of 53 of the Invitation to Bid) being amended by deleting the last sentence of paragraph 2.10.

2. **WARRANTIES.** ASCO's bid is subject to the deletion of enumerated paragraph 4.8 of the "General Conditions of Bidding and Terms of Contract" entitled, "Warranty." The warranty for the equipment being bid by ASCO is limited to the warranty offered by the manufacturer of the equipment as hereinafter described. **EXCEPT FOR THE WARRANTY OFFERED BY THE MANUFACTURER AS HEREINAFTER DESCRIBED, ASCO EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESSED OR IMPLIED, RELATED TO THE EQUIPMENT BEING BID, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

BIDDER AND CONTRACTOR:

Associated Supply Company, Inc., a Texas corporation

By: _____
Print Name: K.B. WRIGHT
Title: CEO

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items:

One (1) Mini-Excavator 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. 21-023/JW, Mini-Excavator 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: Complete & Return this Form with Offer.

Vendor References Form

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: City of Port Arthur

Address: 444 4th st Port Arthur TX 77640

Contact Person and Title: Carleton Edwards

Phone: 4099838516 Fax: 4099838528

Email Address: Carleton.Edwards@portarthurtx.gov Contract Period: 13+ Years

Scope of Work: Maintaining City of Port Arthur

REFERENCE TWO

Government/Company Name: Triple S industrial

Address: 860 west Chance Rd Lumberton TX 77657

Contact Person and Title: Bruce Hickman

Phone: 409 755 4077 Fax:

Email Address: bhickman@triples industrial.com Contract Period: 5 years

Scope of Work: Plant based Construction

REFERENCE THREE

Government/Company Name: Gulf SPan

Address: 5990 Chance Dr. Beaumont TX 77720

Contact Person and Title: Blake Jones

Phone: 409 842 8808 Fax:

Email Address: tools@gulfspan.net Contract Period: 7 years

Scope of Work: Industrial Construction

Bidder: Complete & Return this 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.

Associated Supply Company
Bidder (Entity Name)

5930 S. MLK Pkwy
Street & Mailing Address

Beaumont Texas 77705
City, State & Zip

409-273-0439
Telephone Number

alathrop@ascoeq.com
E-mail Address

Signature

L. Albright
Print Name

5-6-21
Date Signed

806 748 1268
Fax Number

Bidder: Complete & Return this Form with Offer.

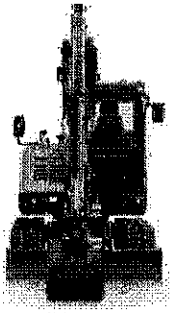
INSERT COPY OF MANUFACTURER SPECIFICATIONS HERE

CASE CONSTRUCTION

CX57C

MINI EXCAVATOR

TIER 4 FINAL CERTIFIED



ENGINE

Model	Yanmar 4TNV98C
Emissions Certification	Tier 4 Final
Fuel	Diesel
Cylinders	4
Displacement	203 in³ (3 319 cc)
Fuel injection	Electronic common rail
Gross horsepower – SAE J1995 @ 2400 RPM:	66.9 hp (49.9 kW)
Net horsepower – SAE J1349 @ 2400 RPM:	65.1 hp (48.5 kW)
Maximum Engine Torque @ 1550 RPM:	173.7 lb ft (235.4 Nm)
Cooling	Water-cooled

DRIVE TRAIN

Travel speeds:	
1st	1.3 mph (2.1 kph)
2nd	2.5 mph (4.1 kph)
Maximum traction force	11,660 lb (5,300 kg)
Gradeability	35° (70%)
Ground pressure	4.8 psi (0.34 kgf/cm²)

ELECTRICAL

Voltage	12 Volts
Alternator rating	60 amp
Battery	1 x 12 V x 100 Ah 850 CCA

OPERATOR ENVIRONMENT

Enclosed cab w/heat and air conditioning; ISO 6396:2008 sound pressure level LpA=76bB (A); Pilot operated hand controls and foot pedals; Adjustable seat w/seat belt and seat heater; Arm rests; 12V socket; 5.7 in color LCD display; cup holder; Cell phone holder; Bluetooth radio with USB input, 2 speakers and remote control.

Display includes:
Hydraulic oil temp warning lamp; Air cleaner warning lamp; Engine stop warning lamp; Check engine warning lamp; Water in fuel warning lamp; Battery charging warning lamp; Emergency warning lamp; Engine coolant temp warning lamp; Engine oil pressure warning lamp; DPF regeneration inhibit warning lamp; DPF regeneration acknowledge warning lamp; DPF warning lamp; High Exhaust Temperature warning lamp; Low fuel level warning lamp Engine coolant temperature gauge; Hydraulic oil temperature guage; Fuel gauge; Engine RPM and Hour meter.

OPERATING WEIGHT

Cab operating weight:	
Short arm	12,270 lb (5 565 kg)
Long arm	12,320 lb (5 590 kg)

NOTE: w/rubber tracks/no quick coupler/bucket/ fluids/full of fuel/165 lb operator.

HYDRAULICS

Main pumps:	Variable displacement tandem axial piston pump
Max rated flow x 2:	15.3 gpm (57.8 L/min)
Auxiliary flow:	
Hammer Circuit 1-way:	
Flow	17.2 gpm (65 L/min)
Pressure	3,191 psi (220 bar)
1st Auxiliary 2-way Circuit:	
Flow	17.2 gpm (65 L/min)
Pressure	3,191 psi (220 bar)
2nd Auxiliary 2-way Circuit:	
Flow	8.7 gpm (33 L/min)
Pressure	2,321 psi (160 bar)
System relief pressure:	
Standard	3,130 psi (220 bar)
Overload relief valve	3,410 psi (240 bar)
Pilot control hydraulic system:	
Pump	Gear pump
Maximum capacity	2.5 gpm (9,5 L/min)

Control valves:
Pilot control for left/right track travel, boom, arm, bucket and swing
Manual control for breaker and backfill blade

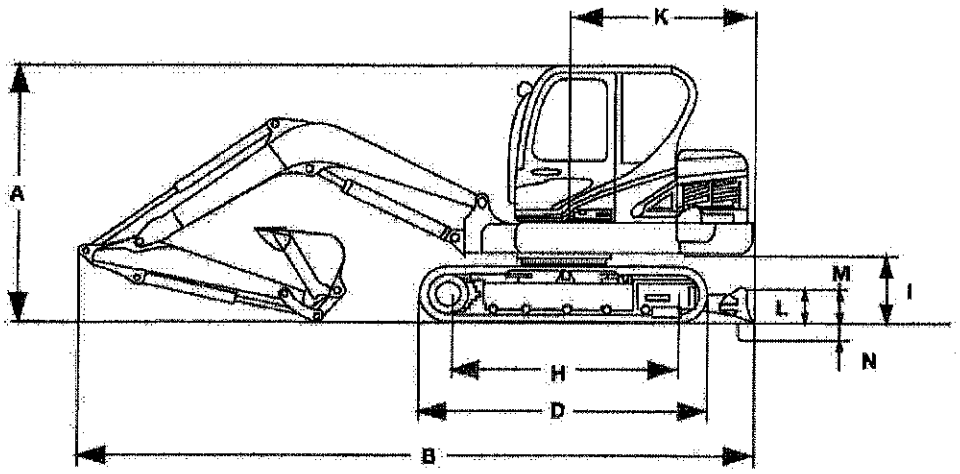
Swing Motor:	Fixed displacement axial piston motor Automatic spring applied hydraulic released brake
Travel Motor:	Variable displacement axial piston 2-stage planetary Automatic spring applied hydraulic released brake

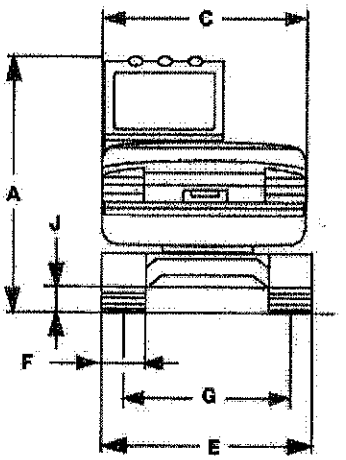
SERVICE CAPACITIES

Fuel tank	31.7 gal (120 L)
Hydraulic tank:	
Refill capacity	18.5 gal (70 L)
Total system	31.7 gal (120 L)
Engine oil w/filter change	3.1 gal (11.6 L)
Radiator	2.5 gal (9.5 L)

DIMENSIONS

Swing speed	0 – 9.1 RPM
Undercarriage:	
Track rollers	1 upper/5 lower each
Boom:	
Swing	80° left/50° right
Length	9 ft 10 in (3.0 m)
Arm:	
Standard length	5 ft 3 in (1.6 m)
Long arm length	6 ft 3 in (1.9 m)

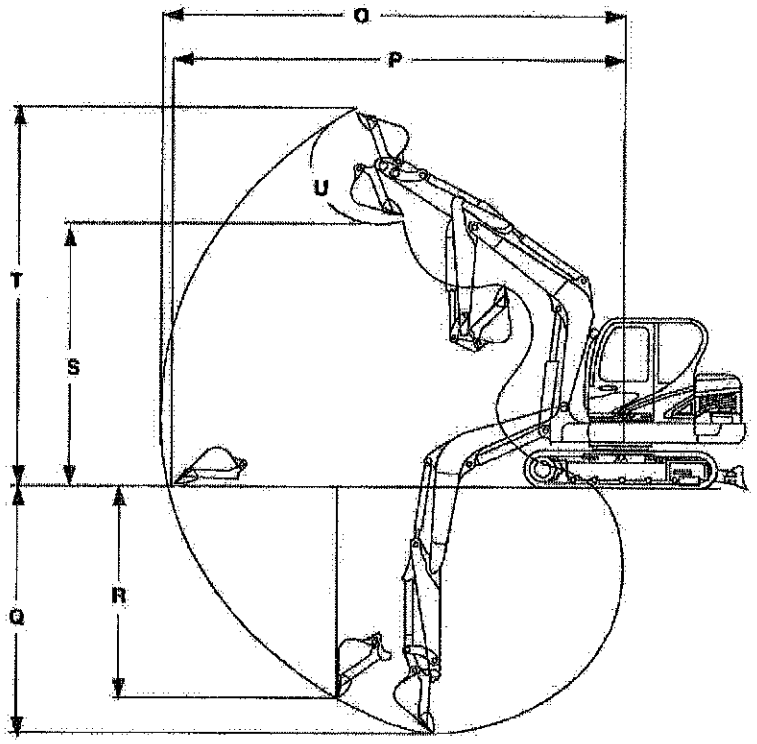




Line drawings are for illustrative purpose only and may not be exact representation of unit.

Dimensions

	5 ft 3 in (1.6 m) Arm
A. Overall height	8 ft 4 in (2 550 mm)
B. Overall transport length	19 ft 4 in (5 900 mm)
C. Width of upper structure	6 ft 1 in (1 850 mm)
D. Track overall length	8 ft 4 in (2 530 mm)
E. Track overall width	6 ft 4 in (1 920 mm)
F. Track shoe width	15 in (380 mm)
G. Track gauge	4 ft 11 in (1 500 mm)
H. Center to center – idler to sprocket	6 ft 6 in (1 990 mm)
I. Upper structure ground clearance	2 ft 3 in (690 mm)
J. Minimum ground clearance	1 ft 3 in (380 mm)
K. Tail swing radius	5 ft 5 in (1 650 mm)
Boom swing	80° left/50° right
Tail swing overhang	2 ft 3 in (690 mm)



Backfill Blade

L. Backfill blade height	1 ft 2 in (350 mm)
M. Backfill blade rise above ground	1 ft 3 in (390 mm)
N. Backfill blade dig depth	1 ft 11 in (590 mm)
Backfill blade width	6 ft 4 in (1 920 mm)

Performance Specs

	5 ft 3 in (1.6 m) Arm	6 ft 3 in (1.9 m) Arm
O. Maximum dig radius	20 ft 2 in (6 150 mm)	21 ft 0 in (6 400 mm)
P. Dig radius at groundline	19 ft 9 in (6 010 mm)	20 ft 7 in (6 270 mm)
Q. Maximum dig depth	12 ft 6 in (3 820 mm)	13 ft 4 in (4 060 mm)
R. Vertical straight wall dig depth	10 ft 6 in (3 200 mm)	11 ft 4 in (3 460 mm)
S. Dump height	13 ft 3 in (4 050 mm)	13 ft 9 in (4 180 mm)
T. Overall reach height	19 ft 0 in (5 780 mm)	19 ft 5 in (5 920 mm)
U. Bucket rotation	180°	180°
Arm digging force – ISO	7,190 lbf (3 260 kgf/31.9 kN)	6,460 lbf (2 930 kgf/28.7 kN)
Bucket digging force – ISO	9,550 lbf (4 330 kgf/42.4 kN)	9,550 lbf (4 330 kgf/42.4 kN)

9 ft 10 in (3.0 m) Boom, 5 ft 3 in (1.6 m) Arm, Dozer Blade Down *Cab unit equipped with 0.18 m³ (SAE heaped) bucket, 16 in (380 mm) rubber track and 739 lb (335 kg) counterweight.*

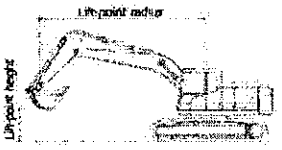
Load/Lift Point Height	LOAD RADIUS								MAXIMUM REACH		
	7 ft (2.0 m)		10 ft (3.0 m)		13 ft (4.0 m)		16 ft (5.0 m)		REACH	CAPACITY	
	END	SIDE	END	SIDE	END	SIDE	END	SIDE	@	END	SIDE
+13 ft (4.0 m)					2,170 lb* (990 kg)*	2,170 lb* (990 kg)*			14 ft 4 in (4.37 m)	2,220 lb* (1 000 kg)*	1,820 lb (870 kg)
+10 ft (3.0 m)					2,340 lb* (1 080 kg)*	2,220 lb (1 010 kg)			15 ft 3 in (4.66 m)	2,150 lb* (970 kg)*	1,490 lb (670 kg)
+7 ft (2.0 m)	5,610 lb* (3 000 kg)*	5,610 lb* (3 000 kg)*	3,660 lb* (1 660 kg)*	3,400 lb (1 540 kg)	2,650 lb* (1 200 kg)*	2,110 lb (960 kg)	2,530 lb* (1 150 kg)*	1,430 lb (650 kg)	17 ft 3 in (5.28 m)	2,240 lb* (1 010 kg)*	1,290 lb (590 kg)
+3 ft (1.0 m)			5,150 lb* (2 340 kg)*	3,090 lb (1 400 kg)	3,470 lb* (1 580 kg)*	1,970 lb (900 kg)	2,760 lb* (1 260 kg)*	1,370 lb (620 kg)	17 ft 8 in (5.33 m)	2,480 lb* (1 120 kg)*	1,220 lb (550 kg)
Groundline	4,160 lb* (1 890 kg)*	4,160 lb* (1 890 kg)*	5,920 lb* (2 690 kg)*	2,910 lb (1 320 kg)	3,910 lb* (1 770 kg)*	1,870 lb (850 kg)	2,940 lb* (1 330 kg)*	1,320 lb (600 kg)	17 ft 0 in (5.17 m)	2,820 lb* (1 280 kg)*	1,250 lb (570 kg)
-3 ft (-1.0 m)	5,870 lb* (3 120 kg)*	5,770 lb (2 620 kg)	6,890 lb* (2 970 kg)*	2,860 lb (1 300 kg)	3,950 lb* (1 790 kg)*	1,860 lb (830 kg)			15 ft 8 in (4.77 m)	3,040 lb* (1 380 kg)*	1,410 lb (640 kg)
-7 ft (-2.0 m)	5,420 lb* (3 020 kg)*	5,860 lb (2 670 kg)	6,100 lb* (2 310 kg)*	2,910 lb (1 320 kg)	3,330 lb* (1 510 kg)*	1,670 lb (850 kg)			13 ft 2 in (4.01 m)	3,310 lb* (1 500 kg)*	1,850 lb (840 kg)
-10 ft (-3.0 m)	4,700 lb* (2 130 kg)*	4,700 lb* (2 130 kg)*							9 ft 3 in (2.82 m)	3,570 lb* (1 620 kg)*	3,570 lb* (1 620 kg)*

NOTE: Lifting capacity are based on ISO 10567.
Lifting capacity does not exceed 75% of tipping load with the machine on firm, level ground or 87% of full hydraulic capacity.
The lift point is a hook located on the back of the bucket.
*Indicates load limited by hydraulic capacity.

9 ft 10 in (3.0 m) Boom, 6 ft 3 in (1.9 m) Arm, Dozer Blade Down *Cab unit equipped with 0.18 m³ (SAE heaped) bucket, 16 in (380 mm) rubber track and 739 lb (335 kg) counterweight.*

Load/Lift Point Height	LOAD RADIUS								MAXIMUM REACH		
	7 ft (2.0 m)		10 ft (3.0 m)		13 ft (4.0 m)		16 ft (5.0 m)		REACH	CAPACITY	
	END	SIDE	END	SIDE	END	SIDE	END	SIDE	@	END	SIDE
+13 ft (4.0 m)									15 ft 6 in (4.72 m)	1,060 lb* (950 kg)*	1,690 lb (770 kg)
+10 ft (3.0 m)					2,070 lb* (940 kg)*	2,070 lb* (940 kg)*	2,150 lb* (980 kg)*	1,500 lb (680 kg)	17 ft 3 in (5.27 m)	1,800 lb* (820 kg)*	1,350 lb (610 kg)
+7 ft (2.0 m)			3,170 lb* (1 440 kg)*	3,170 lb* (1 440 kg)*	2,610 lb* (1 180 kg)*	2,150 lb (970 kg)	2,360 lb* (1 070 kg)*	1,450 lb (660 kg)	18 ft 3 in (5.55 m)	1,860 lb* (840 kg)*	1,180 lb (540 kg)
+3 ft (1.0 m)			4,770 lb* (2 170 kg)*	3,150 lb (1 430 kg)	3,280 lb* (1 490 kg)*	2,000 lb (910 kg)	2,660 lb* (1 200 kg)*	1,380 lb (630 kg)	18 ft 5 in (5.61 m)	2,030 lb* (920 kg)*	1,120 lb (510 kg)
Groundline	4,070 lb* (1 840 kg)*	4,070 lb* (1 840 kg)*	5,770 lb* (2 620 kg)*	2,990 lb (1 930 kg)	3,800 lb* (1 730 kg)*	1,890 lb (860 kg)	2,890 lb* (1 310 kg)*	1,320 lb (600 kg)	17 ft 11 in (5.46 m)	2,360 lb* (1 070 kg)*	1,140 lb (520 kg)
-3 ft (-1.0 m)	6,160 lb* (2 790 kg)*	5,720 lb (2 600 kg)	5,980 lb* (2 700 kg)*	2,860 lb (1 300 kg)	3,980 lb* (1 800 kg)*	1,680 lb (830 kg)	2,880 lb* (1 310 kg)*	1,300 lb (590 kg)	16 ft 8 in (5.08 m)	2,800 lb* (1 270 kg)*	1,200 lb (670 kg)
-7 ft (-2.0 m)	9,210 lb* (4 180 kg)*	5,820 lb (2 640 kg)	5,400 lb* (2 450 kg)*	2,880 lb (1 300 kg)	3,160 lb* (1 640 kg)*	1,840 lb (830 kg)			14 ft 5 in (4.40 m)	3,050 lb* (1 380 kg)*	1,600 lb (730 kg)
-10 ft (-3.0 m)	6,150 lb* (2 790 kg)*	6,040 lb (2 740 kg)	3,560 lb* (1 660 kg)*	3,010 lb (1 360 kg)					10 ft 4 in (3.16 m)	3,360 lb* (1 520 kg)*	2,770 lb (1 260 kg)

NOTE: Lifting capacity are based on ISO 10567.
Lifting capacity does not exceed 75% of tipping load with the machine on firm, level ground or 87% of full hydraulic capacity.
The lift point is a hook located on the back of the bucket.
*Indicates load limited by hydraulic capacity.



END =

SIDE =

STANDARD EQUIPMENT

ENGINE
- Yanmar 4TNV88C
- Engine access under rear hood
- Glow plug starting aid
- Dry type air cleaner with restriction indicator

ELECTRICAL
- 12-volt electrical starting system
- Heavy-duty battery
- Battery Master Switch
- Key Start
- Anti-Theft-Engine starting passwords
- Front and rear working lights
- 12 V power outlet
- Auto-idle deature with on/off switch
- Horn
- Pre-wired – Telematics ready

HYDRAULICS
- Auxiliary hydraulics – independent single and bi-directional – and plumbing to arm
- Large hydraulic oil cooler
- Control pattern selector valve
- Cylinder rod protection covers – Boom

TRACK DRIVE
- Rubber belt tracks
- Automatic 2-speed travel
- Fully hydrostatic drive system
- Sealed and lubricated track rollers
- Track tension adjustment – grease type

UPPERSTRUCTURE
- Conventional radius tail swing
- Standard arm: 5 ft 3 in (1.6 m)
- Heavy counterweight: 220 lb (100 kg) heavier than standard weight
- Bucket linkage with lifting hook
- Thumb bracket

OPERATOR ENVIRONMENT
See page 1

OTHER
- Swing boom – 80° left/60° right
- Hydraulic backfill blade

WARRANTY
- Base warranty coverage: 2-Year/3,000-Hour Full Machine Limited Warranty

OPTIONAL EQUIPMENT

OPERATOR ENVIRONMENT
- Rearview camera
- Travel alarm

TRACK OPTIONS
- Tracks:
  - Steel Tracks 1 ft 3 in (380 mm)
  - Steel Tracks 1 ft 6 in (450 mm)
  - Steel Tracks with bolt on Rubber Pads 1 ft 4 in (400 mm)
  - Roadliner tracks – steel chain with rubber grousers/shoes 1 ft 4 in (400 mm)
  - Rubber Belt Tracks 1 ft 4 in (400 mm)
- Track guides for steel tracks and steel tracks with bolt on rubber track pads only:
  - Full
  - 3-piece

OTHER
- Optional long arm: 6 ft 3 in (1.9 m)
- Hydraulic quick coupler provision
- Klac coupler
- Mechanical coupler
- Hydraulic hammer
- Beacon
- 2nd auxiliary circuit
- Hydraulic coupler

CaseCE.com

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IMPORTANT: CASE Construction Equipment Inc. reserves the right to change these specifications without notice and without incurring any obligation relating to such change. Availability of some models and equipment builds vary according to the country in which the equipment is used. The illustrations and text may include optional equipment and accessories and may not include all standard equipment. Your CASE dealer/distributor will be able to give you details of the products and their specifications available in your area.

Biodiesel Ready — CASE Construction Equipment is biodiesel-friendly. NOTE: All engines meet current EPA emissions regulations. All specifications are stated in accordance with SAE Standards or Recommended Practices, where applicable.

SAFETY FIRST — Always read the Operator's Manual before operating any equipment. Inspect equipment before using it, and be sure it is operating properly. Follow the product safety signs and use any safety features provided.

Form No. CCE2018GBCX57C
Replaces Form No. CCE2017090X57C

IF SUBMITTING BID FOR EQUIVALENT/ALTERNATIVE ITEM, INSERT ITEMIZED COMPARISON(S) HERE

KX Series Specifications

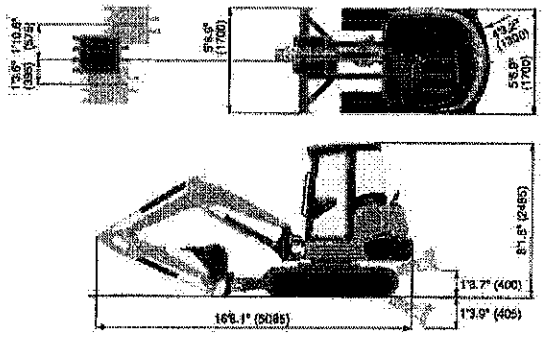
KX040-4

Kubota

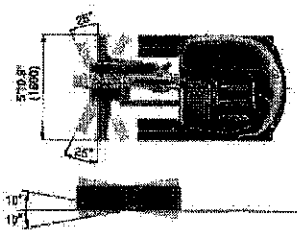
Model				KX040-4	KX040-4 Angle Blade	KX040-4 6-in-1 Blade	
Type of ROPS / OPG (Top Guard Level I)*				Canopy / Cab			
Type of tracks				Rubber / Steel			
Engine	Model			Kubota D1803-CR-TE4			
	Output (SAE J1995 gross)		HP (kW) / rpm	40.4 (30.1) / 2200			
	Output (SAE J1349 net)		HP (kW) / rpm	38.9 (29.0) / 2200			
	Displacement		cu. in. (cc)	111.4 (1826)			
Dimensions	Overall length		ft. in. (mm)	16'6.2" (5085)			
	Overall height	Canopy / Cab	ft. in. (mm)	8'1.8" (2485) / 8'1.8" (2485)			
	Overall width		ft. in. (mm)	5'6.9" (1700)		5'10.9" (1800)	
	Min. ground clearance		in. (mm)	12.99" (330)			
Hydraulic system	Pump capacity		GPM (ℓ/min)	24.4 (92.4)			
	Auxiliary hydraulic flow	AUX1 / AUX2	GPM (ℓ/min)	17.2 (65) / 9.8 (37)			
	Max. breakout force	Bucket / Arm	lbf. (kgf)	9535 (4326) / 4112 (1865)			
Drive system	Travel speed	Low / High	mph (km/h)	1.8 (2.9) / 3.1 (5.0)			
	Max. traction force	Low speed	lbf. (kgf)	9747 (4420)			
	Tumbler distance		ft. in. (mm)	6'7.3" (1710)			
	Crawler length		ft. in. (mm)	7'1.6" (2175)			
	Shoe width		ft. in. (mm)	1'1.8" (350)			
	Ground contact pressure	Rubber Canopy / Cab	psi (kPa)	4.53 (31.2) / 4.68 (32.3)	4.70 (32.4) / 4.86 (33.5)	4.87 (33.5) / 5.02 (34.6)	
		Steel Canopy / Cab	psi (kPa)	4.61 (31.8) / 4.76 (32.8)	4.78 (33.0) / 4.93 (34.0)	4.95 (34.1) / 5.10 (35.2)	
Swing system	Unit swing speed		rpm	9.2			
	Boom swing angle	Left / Right	degree	70 / 55			
Blade	Dimensions	Width	ft. in. (mm)	5'6.9" (1700)		5'10.9" (1800)	
		Height	ft. in. (mm)	1'1.8" (350)	1'3.2" (385)		
	Max. lift above ground		ft. in. (mm)	1'3.7" (400)	1'4.5" (420)	1'4.9" (430)	
	Max. drop below ground		ft. in. (mm)	1'3.9" (405)	1'6.1" (510)	1'6.9" (530)	
	Angle	Left / Right	degree	-	25 / 25		
		Tilt	degree	-		10 / 10	
Hydraulic oil (Reservoir / System)			gal (ℓ)	11.1 (42) / 19.6 (74)			
Fuel reservoir			gal (ℓ)	16.9 (64)			
Operating weight (Including operator's weight @ 175 lbs.)		Rubber Canopy / Cab	lbs. (kg)	9185 (4170) / 9500 (4310)	9545 (4330) / 9855 (4470)	9900 (4490) / 10210 (4630)	
		Steel Canopy / Cab	lbs. (kg)	9350 (4240) / 9655 (4380)	9700 (4400) / 10010 (4540)	10050 (4560) / 10360 (4700)	

* OPG (Top Guard Level I) in accordance with ISO10262 is equivalent in definition to FOPS (Falling Object Protective Structure).
The company reserves the right to change the above specifications without notice. This brochure is for descriptive purposes only. Please contact your local Kubota dealer for warranty information.
For your safety, Kubota strongly recommends the use of a Rollover Protective Structure (ROPS) and seat belt for almost all applications.

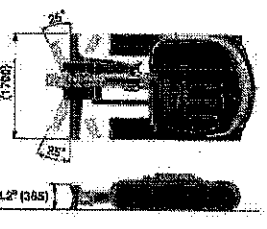
DIMENSIONS



6-in-1 Blade



Angle Blade



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.

5/6/21
Signature / Date

CEO
Title

Asco
Company / Offeror

IFB 21-023/JW
IFB/RFP/RFQ number

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

W B WRIGHT CEO

Name and Title of Contractor's Authorized Official *(Please Print)*

5-6-21

Date

Bidder: Complete & Return this Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

ASSOCIATED SUPPLY COMPANY, INC. DBA "ASCO" "ASCO RENTALS" AND "ASCO EQUIPMENT CO."

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

NOT APPLICABLE

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary. NOT APPLICABLE

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

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

4

Signature of vendor doing business with the governmental entity

5-6-21

Date

Adopted 8/7/2015

Bidder: Complete & Return this Form with Offer.

Local Government Officer
Conflicts Disclosure Statement – OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

2 Office Held

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

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

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

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 AFFIDAVIT

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

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

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8-7-2015

Note: This Form is for Office Use Only.

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.

WB WRIGHT
Printed Name of Authorized Representative

Signature

CEO
Title

5-6-21
Date

Bidder: Complete & Return this 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: Complete & Return this Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

This information must be submitted with your bid.

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

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder: Complete & Return this Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet **(Duplicate as Needed)**

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Bidder: Complete & Return this Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder: Complete & Return this Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

Bidder: Complete & Return this 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 Associated Supply Co., Inc. [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

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

Taxpayer Identification Number (T.I.N.):	75-1386410
Company Name submitting bid/proposal:	Associated Supply Company, Inc.
Mailing address:	P.O. Box 3888, Lubbock, Texas 79452
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**
328367	5980 M L King Jr. S. Pky, Beaumont, Tx 77705
343097	" "

* 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: Complete & Return this Form with Offer.

House Bill 89 Verification

I, Scott W. Sharp, the undersigned representative of (company or business name) Associated Supply Company, Inc.
(heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and

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

Pursuant to Section 2270.001, Texas Government Code:

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

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

Scott W. Sharp
Signature of Company Representative

5/6/2021
Date

On this 6TH day of May, 2021, personally appeared

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

Notary Seal

Kelley Peterson
Notary Signature

KELLEY PETERSON
Notary Public
State of Texas
ID#126888199
My Comm. Expires 05-01-2025

05/06/2021
Date

Bidder: Complete & Return this 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.

ASSOCIATED SUPPLY COMPANY, INC.
Company Name

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

Bidder: Complete & Return this Form with Offer.

Bid Affidavit

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

STATE OF TEXAS COUNTY OF LUBBOCK

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

on this day personally appeared WILLIAM B. "BRAX" WRIGHT (name), who

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

"I, WILLIAM B. "BRAX" WRIGHT (name) am a duly authorized officer of/agent

for ASSOCIATED SUPPLY COMPANY, INC. (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said ASSOCIATED SUPPLY COMPANY, INC. (name of firm).

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

Name and address of bidder: ASSOCIATED SUPPLY COMPANY, INC., P.O. Box 3888

LUBBOCK, TEXAS 79452

Fax: (806) 745-3115 Telephone# (806) 745-2000

by: W B WRIGHT (print name) Title: CEO

Signature: W B Wright

SUBSCRIBED AND SWORN to before me by the above-named WILLIAM B. "BRAX" WRIGHT on

this the 6TH day of MAY, 2021.

KELLEY PETERSON
Notary Public
State of Texas
ID#126888199
My Comm. Expires 05-01-2025

Kelley Peterson
Notary Public in and for
the State of TEXAS

Bidder Shall Return Completed Form with Offer.

QUOTATION

ASCO EQUIPMENT
5980 S M L KING JR PKWY
BEAUMONT, TX 77705
409-212-8100

DATE: / /
SALESMAN: Austin Lathrop
ATTENTION: Jefferson County

TO: Jefferson County Purchasing Department
1149 Pearl Street
Beaumont Texas 77701

QUANTITY	PRODUCT INFORMATION	SERIAL NUMBER	EQ NUMBER	PRICE
1	CX57C Cab	15635442		$61,000.00

EQUIPMENT SPECIFICATION

24" Bucket
Cab
Two Speed Trans
Rubber Tracks
Arm Short w/ Thumb Bracket
Additional Counterweight
LED Cab lights and Beacon
STD Dozer Blade
Tavel Alarm
2 Way Aux Joysticks

TRADE-IN

NOTES

Equipment Purchase	$	61,000.00
Trade In Allowance	$	-
Freight	$	-
Total Proposal	$	61,000.00
Sales Tax		
Deisel Tax		
Inventory Tax		
Total w/ Tax	**$**	**61,000.00**

I acknowledge that I have been given the option purchase the following: Physical Damage Insurance, Extended Warranty, and SiteWatch/Telematics.
_____ (initial).

THIS IS NOT A FINANCE OFFER. FINANCING IS SUBJECT TO CUSTOMER CREDIT APPROVAL AND MUST BE DOCUMENTED ON OFFICIAL APPROPRIATE FORMS. PHYSICAL DAMAGE INSURANCE IS REQUIRED ON ALL FINANCE EQUIPMENT AND IS NOT QUOTED HERE. THIS QUOTE *DOES NOT* INCLUDE ANY APPLICABLE TAXES, DELIVERY FEES, OR OTHER APPLICABLE FEES UNLESS OTHERWISE NOTED ABOVE. NET DUE ON DELIVERY OR APPROVED FINANCE. A CANCELLATION CHARGE OF 20% OF TOTAL PURCHASE PRICE WILL BE ASSESED AND IS HERBY AGREED TO BY THE CUSTOMER ON ALL CANCELLED ORDERS. ALL USED EQUIPMENT IS SOLD *AS IS WHERE IS*. ALL USED EQUIPMENT QUOTED IS SUBJECT TO PRIOR SALE AND IS NOT GUARANTEED. PRICE, TERMS, AND DELIVERY DATE ARE SUBJECT TO APPROVAL BY THE MANAGEMENT OF THE COMPANY. QUOTATION EXPIRES IN 10 DAYS UNLESS OTHERWISE NOTED.

ACCEPTED BY

CUSTOMER: _____ **DATE**

SALESMAN: _____ **DATE**

MANAGER: _____ **DATE**

SEALED BID

Bid no: IFB 21-023/JW

Bid name: Mini-Excavator for the Jack Brooks Regional Airport

Due Date: 11:00 AM CT, Wednesday, May 12, 2021

ASSOCIATED SUPPLY COMPANY (ASCO), INC

5980 South MLK Pkwy

Beaumont, TX 77705

TO: Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor

Beaumont, Texas 77701

RECEIVED 08:16 AM MAY 11 2021

Bidder Information Form

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

Bid Number & Name: (IFB 21-023/JW) Mini-Excavator for the Jack Brooks Regional Airport

Bidder's Company/Business Name: Beaumont Tractor Co.

Bidder's TAX ID Number: 76-0452736

Contact Person: Kyle Lee **Title:** Government Sales

Phone Number (with area code): 409-866-3360

Alternate Phone Number if available (with area code):

Fax Number (with area code): 409-866-5884

Email Address: Kyle@BeaumontTractor.com

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

4430 College St.
Address

Beaumont, Tx. 77707
City, State, Zip Code

Bidder: Complete & Return this Form with Offer.

Bid Form

EQUIVALENT/ALTERNATE ITEMS:

Bidder Submitting Bid for Equivalent/Alternate Items Must Include in Bid Submission:

- **COPY OF THE MANUFACTURER SPECIFICATIONS (to include Full Warranty terms)**
- **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.

EXACT MAKE/MODEL:

Bidder Submitting Bid for Exact Make/Model as specified, Must Include in Bid Submission:

- **COPY OF THE MANUFACTURER SPECIFICATIONS (to include Full Warranty terms)**

Item No.	Qty.	Item Description	Bid Price
1	1	**Kubota (K Series) KX040-4R3TP Model Mini-Excavator -OR- Approved Equivalent**	$ 60,350.00 . ____
Projected Delivery Lead Time from Date of Purchase:			6-8 **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: Complete & Return this Page with Offer.

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:

Beaumont Tractor Co.
Company Name

4430 College St.
Address

Beaumont Tx. 77707
City State Zip

Kyle Lee
Signature of Person Authorized to Sign

Kyle Lee
Printed Name

Government Sales
Title

For clarification of this offer, contact:

Kyle Lee
Name

409-866-3360 409-866-5884
Phone Fax

KYLE@BEAUMONTTRACTOR.COM
E-mail

Bidder: Complete & Return this Form with Offer.

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items:

One (1) Mini-Excavator 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. 21-023/JW, Mini-Excavator 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: Complete & Return this Form with Offer.

Vendor References Form

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: Jefferson County Precinct #2

Address: 7759 Viterbo Rd. Ste. 1 Beaumont, TX. 77705

Contact Person and Title: Mike Trahan Road Superintendent

Phone: 409-727-2173 Fax: 409-722-1916

Email Address: mtrahan@co.jefferson.tx.us Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: Tyler County Precinct #1

Address: 300 West Bluff Woodville, Tx. 75979

Contact Person and Title: Martin Nash Commissioner

Phone: 409-283-7296 Fax: 409-283-6307

Email Address: Nashent@Hotmail.com Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: City of Beaumont

Address: 4955 LaFini Dr. Beaumont, Tx. 77705

Contact Person and Title: Jeff Harville Fleet Manager

Phone: 409-842-5885 Fax: 409-842-0851

Email Address: Jeff.Harville@Beaumont Texas.Gov Contract Period: _____

Scope of Work: _____

Bidder: Complete & Return this 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.

Beaumont Tractor Co.	Kyle Lee
Bidder (Entity Name)	Signature
4420 College St.	Kyle Lee
Street & Mailing Address	Print Name
Beaumont, Tx. 77707	4/28/21
City, State & Zip	Date Signed
409-866-3360	409-866-5884
Telephone Number	Fax Number
Kyle@BeaumontTractor.com	
E-mail Address	

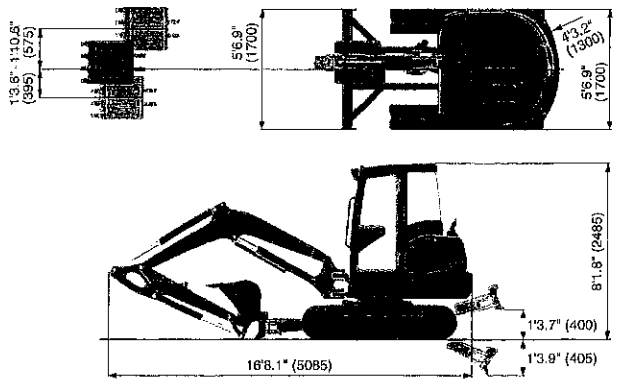
<u>Bidder</u>: Complete & Return this Form with Offer.

SPECIFICATIONS

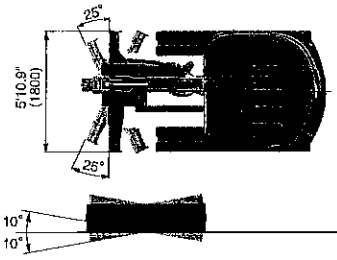
Model				KX040-4	KX040-4 Angle Blade	KX040-4 6-in-1 Blade
Type of ROPS / OPG (TOP Guard, Level I)*				Canopy / Cab		
Type of tracks				Rubber / Steel		
Engine	Model			Kubota D1803-CR-TE4		
	Output (SAE J1995 gross)		HP (kW) / rpm	40.4 (30.1) / 2200		
	Output (SAE J1349 net)		HP (kW) / rpm	38.9 (29.0) / 2200		
	Displacement		cu. in. (cc)	111.4 (1826)		
Dimensions	Overall length		ft. in. (mm)	16'8.2" (5085)		
	Overall height	Canopy / Cab	ft. in. (mm)	8'1.8" (2485) / 8'1.8" (2485)		
	Overall width		ft. in. (mm)	5'6.9" (1700)		5'10.9" (1800)
	Min. ground clearance		in. (mm)	12.99" (330)		
Hydraulic system	Pump capacity		GPM (ℓ/min)	24.4 (92.4)		
	Auxiliary hydraulic flow	AUX1 / AUX2	GPM (ℓ/min)	17.2 (65) / 9.8 (37)		
	Max. breakout force	Bucket / Arm	lbf. (kgf)	9535 (4325) / 4112 (1865)		
Drive system	Travel speed	Low / High	mph (km/h)	1.8 (2.9) / 3.1 (5.0)		
	Max. traction force	Low speed	lbf. (kgf)	9747 (4420)		
	Tumbler distance		ft. in. (mm)	5'7.3" (1710)		
	Crawler length		ft. in. (mm)	7'1.6" (2175)		
	Shoe width		ft. in. (mm)	1'1.8" (350)		
	Ground contact pressure	Rubber Canopy / Cab	psi (kPa)	4.53 (31.2) / 4.68 (32.3)	4.70 (32.4) / 4.86 (33.5)	4.87 (33.6) / 5.02 (34.6)
		Steel Canopy / Cab	psi (kPa)	4.61 (31.8) / 4.76 (32.8)	4.78 (33.0) / 4.93 (34.0)	4.95 (34.1) / 5.10 (35.2)
Swing system	Unit swing speed		rpm	9.2		
	Boom swing angle	Left / Right	degree	70 / 55		
Blade	Dimensions	Width	ft. in. (mm)	5'6.9" (1700)		5'10.9" (1800)
		Height	ft. in. (mm)	1'1.8" (350)	1'3.2" (385)	
	Max. lift above ground		ft. in. (mm)	1'3.7" (400)	1'4.5" (420)	1'4.9" (430)
	Max. drop below ground		ft. in. (mm)	1'3.9" (405)	1'8.1" (510)	1'8.9" (530)
	Angle	Left / Right	degree	-	25 / 25	
		Tilt	degree	-		10 / 10
Hydraulic oil (Reservoir / System)			gal (ℓ)	11.1 (42) / 19.6 (74)		
Fuel reservoir			gal (ℓ)	16.9 (64)		
Operating weight (Including operator's weight @ 165 lbs.)		Rubber Canopy / Cab	lbs. (kg)	9195 (4170) / 9500 (4310)	9545 (4330) / 9855 (4470)	9900 (4490) / 10210 (4630)
		Steel Canopy / Cab	lbs. (kg)	9350 (4240) / 9655 (4380)	9700 (4400) / 10010 (4540)	10055 (4560) / 10360 (4700)

* OPG (TOP Guard, Level I) in accordance with ISO10262 is equivalent in definition to FOPS (Falling Object Protective Structure).
The company reserves the right to change the above specifications without notice. This brochure is for descriptive purposes only. Please contact your local Kubota dealer for warranty information. For your safety, Kubota strongly recommends the use of a Rollover Protective Structure (ROPS) and seat belt for almost all applications.

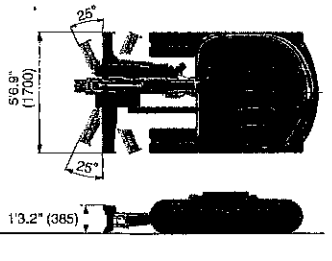
DIMENSIONS



6-in-1 Blade



Angle Blade



Unit: ft. in. (mm)

Kubota®

KUBOTA TRACTOR CORPORATION
1000 Kubota Drive, Grapevine, TX 76051 Tel 888-4 KUBOTA

Visit our web site at: KubotaUSA.com

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Kubota Genuine Parts for maximum performance, durability and safety

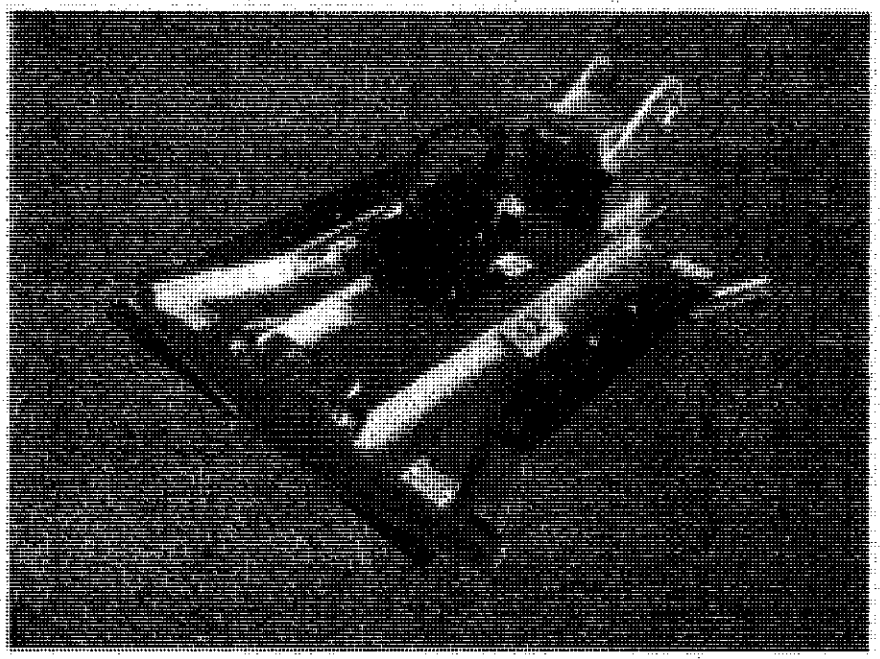
Cat. No.8885B-01-US Printed in Japan '19-12D. <E>. 15

www.bushmasterequipment.com

MX401-42SL

The Mini X Bushmaster creates a completely new market for your mini excavator. Hillsides that could only be reached with manual labor now can be cleared with your Mini X Bushmaster. Bank mowing, trail management and landscaping maintenance are a few examples of ideal applications. This attachment will become as common as your bucket.

Cutting Width: 42 in.
Cutting Capacity: 3 in.
Cutting Direction: Bi-Directional
Hydraulic Minimum: 10 gpm
Hydraulic Maximum: 18 gpm
Weight: 480 lbs.
Blade Carrier: Stump Jumper*
Deck: 1/4" Reinforced



Utility Vehicle and Turf Products

Products Series	Usage Category	Unit/System Coverage	Coverage Period	Exclusion/Comment
RTV Utility Vehicles	All Usage	Basic Standard Limited	24 Months or 1000 Hours (whichever occurs first)	Does not include any implement (see Implement warranty)
Z100, ZG100, Z200, and T Series Mowers	All Usage	Basic Standard Limited	48 Months or 300 Hours (whichever occurs first)	Includes mower deck Kawasaki engine warranty administered by Kawasaki. Refer to Kawasaki warranty for detail
Z400 Series Mowers	Non-Commercial Home & Residential Use	Basic Standard Limited	48 Months or 500 Hours (whichever occurs first)	
	Commercial Use	Basic Standard Limited	24 Months	
Z700 Series Mowers	Non-Commercial Home & Residential Use	Basic Standard Limited	48 Months or 750 Hours (whichever occurs first)	
	Commercial Use	Basic Standard Limited	24 Months	
Z, ZG, ZD, and F Series Mowers Not Otherwise Listed	All Usage	Basic Standard Limited	24 Months	Includes mower deck; Except Z100, ZG100, Z200, Z400, Z700
SZ and W Series Mowers	All Usage	Basic Standard Limited	24 Months	
G, GR Series	Non-Commercial Home & Residential Use	Basic Standard Limited	24 Months or 1500 Hours (whichever occurs first)	Includes mower deck
	Commercial Use	Basic Standard Limited	12 Months or 1500 Hours (whichever occurs first)	

Construction Equipment

WARRANTY

Products Series	Usage Category	Unit/System Coverage	Coverage Period	Exclusion/Comment
SVL Compact Track Loaders	All Usage	Basic Standard Limited	24 Months or 2000 Hours (whichever occurs first)	Rubber Tracks 12 Months or 1000 Hours (whichever occurs first)
SCL Compact Utility Loaders	All Usage	Basic Standard Limited	12 Months or 1500 Hours (whichever occurs first)	Rubber Tracks 12 Months or 1000 Hours (whichever occurs first)
K, KX, U, and R Series	All Usage	Basic Standard Limited	24 Months or 2000 Hours (whichever occurs first)	Rubber Tracks 12 Months or 1000 Hours (whichever occurs first)
SSV Skidsteer Loaders	All Usage	Basic Standard Limited	24 Months or 2000 Hours (whichever occurs first)	

Replacement Engine and Parts

Products Series	Usage Category	Unit/System Coverage	Coverage Period	Exclusion/Comment
Replacement Diesel Engines	All Usage	Basic Standard Limited	12 Months from purchase date	Or the remainder of applicable warranty, whichever is longer
Replacement Parts (Except listed wear items)	All Usage	Basic Standard Limited	6 Months from purchase date	Or the remainder of applicable warranty, whichever is longer
Replacement Wear Items	All Usage	Basic Standard Limited	90 Days from purchase date or 20 hours of use (whichever occurs first)	See Page 3 for List of Wear Items

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.

4/28/21 Kyle Lee
Signature / Date

Government Sales
Title

Beaumont Tractor Co.
Company / Offeror

IFB/RFP/RFQ number

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Kyle Lee

Signature of Contractor's Authorized Official

Kyle Lee Government Sales

Name and Title of Contractor's Authorized Official *(Please Print)*

4/28/21

Date

Bidder: Complete & Return this Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Beaumont Tractor Co.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

_____

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

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

4

Kyle Lee

Signature of vendor doing business with the governmental entity

4/28/21

Date

Adopted 8/7/2015

Bidder: Complete & Return this Form with Offer.

Local Government Officer
Conflicts Disclosure Statement – OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

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

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

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

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

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

_____ Signature of officer administering oath

_____ Printed name of officer administering oath

_____ Title of officer administering oath

Adopted 8/7/2015

Note: This Form is for Office Use Only.

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.

Kyle Lee
Printed Name of Authorized Representative

Kyle Lee
Signature

Government Sales
Title

4/28/21
Date

Bidder: Complete & Return this 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: Beaumont Tractor Co. HUB: p Yes (p No)

Address: 4430 College St. (Street) Beaumont (City) Tx. (State) 77707 (Zip)

Phone (with area code): 409-866-3360 Fax (with area code): 409-866-5884

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
Kyle Lee	Kyle Lee	4/28/21
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: Complete & Return this Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

This information must be submitted with your bid.

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

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder: Complete & Return this Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet **(Duplicate as Needed)**

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

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

Bidder: Complete & Return this Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder: Complete & Return this 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): KYLE LEE

Title: GOVERNMENT SALES

Signature: Kyle Lee

Date: 4/28/21

E-mail address: KYLE@BEAUMONTTRACTOR.COM

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

Name (print or type): PAULA ADAMS

Title: ACCOUNTS REC.

Date: 4/28/21

E-mail address: ACCOUNTING@BEAUMONTTRACTOR.COM

Bidder: Complete & Return this 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 Beaumont Tractor Co. [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

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

Taxpayer Identification Number (T.I.N.):	76-0452736
Company Name submitting bid/proposal:	Beaumont Tractor Co.
Mailing address:	4430 College St. Beaumont, TX. 77707
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: Complete & Return this Form with Offer.

House Bill 89 Verification

I, Kyle Lee, the undersigned representative of (company or business name) Beaumont Tractor Co. (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.

Kyle Lee
Signature of Company Representative

5/11/21
Date

On this 11 day of May, 2021, personally appeared Kyle Lee, the above named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

PAULA ADAMS
My Notary ID # 10923094
Expires May 23, 2021

Paula Adams
Notary Signature

5/11/2021
Date

Bidder: Complete & Return this 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: Complete & Return this Form with Offer.

Bid Affidavit

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

STATE OF Texas COUNTY OF Jefferson

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

on this day personally appeared Kyle Lee (name), who

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

"I, Kyle Lee (name) am a duly authorized officer of/agent

for Beaumont Tractor Co. (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Beaumont Tractor Co (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: N/A

Fax: _____ Telephone# _____

by: _____ (print name) Title: _____

Signature: Kyle Lee

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

this the 11 day of May, 2021.

PAULA ADAMS
My Notary ID # 10923094
Expires May 23, 2021

Paula Adams
Notary Public in and for
the State of Texas

Bidder Shall Return Completed Form with Offer.

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 and (3) Numbered 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 check for any addenda and/or additional instructions that have been posted. Failure to return all required forms could result in a response being declared as non-responsive.

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."

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

FORM 1295 Exemptions:

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

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

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

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

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

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

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 govemmental 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; phone:409-835-8593), regarding any questions or comments. Please reference bid number IFB 21-023/JW.

Scope

Jefferson County is soliciting bids for a Mini-Excavator for the Jack Brooks Regional Airport, with the purchase of this equipment to be funded by the FAA under the CARES Act Grant.

Specifications are based off the Kubota (K Series) KX040-4R3TP model. **All bidders having equipment similar in nature are encouraged to bid.** These bid specs are in no way intended to be interpreted as "sole-sourcing" or requiring a specific manufacturer/brand name.

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

The specifications shown are intended to define level of quality, performance, and features ONLY. Products offered shall be of equivalent dimensions, quality, performance and features or better.

All bidders bidding equivalent items shall submit, an itemized comparison documenting equivalence for dimensions, quality, performance, and features of the products offered.

Instructions to Bidders: 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.

EQUIVALENT/ALTERNATE ITEMS:

Bidder Submitting Bid for Equivalent/Alternate Items Must Include in Bid Submission:

- **COPY OF THE MANUFACTURER SPECIFICATIONS** (to include Full Warranty terms)
- **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.

Please be sure to address all specifications and/or features included in the Bid Item Description in your bid response.

EXACT MAKE/MODEL:

Bidder Submitting Bid for Exact Make/Model as specified, Must Include in Bid Submission:

- **COPY OF THE MANUFACTURER SPECIFICATIONS** (to include Full Warranty terms)

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

Equipment Bid Specifications

The Jack Brooks Regional Airport is needing to acquire a **Kubota K Series (Model: KX040-4R3TP) Mini-Excavator or Approved Equivalent** to perform a variety of Airfield Maintenance tasks, including:

- Accessing underground airfield electrical lines
- Airside and landside drainage maintenance (culvert cleaning, ditch maintenance, etc.)
- Dressing safety area surface variations
  - Runway edge maintenance, edge damming and pavement lips
- Snow/Ice removal
- Vegetation removal
  - Near/around airfield lights when traditional mowing would create ruts due to wet soil conditions
  - Hard to reach areas

STANDARD FEATURES:

- Eco Plus System
- Auto Idler
- Rubber Track Model
- ROPS/OPG (Top Guard, Level I)
- Air Conditioning Cab
- Suspension Seat
- Kubota 1 Hydraulic Pump Load Sensing System
- 1 Variable Displacement Pump
- All Controls Hydraulic Pilot Controls
- Two Operating Pattern Selection System
- Accumulator
- Digital Control Panel
- Attachment Flow Presets, Service Alerts
- Standard Front Dozer Blade w/Float
- Optional Float Angle Blade w/ Bolt-on Cutting Edge
- 360 Degree Full Rotation
  70 Degree Left, 55 Degree Right Boom Swing
- 17.2 gpm Adjustable Auxiliary Hydraulics Port 1
- Auxiliary Hydraulics Diverter Valve
- 9.8 gpm Adjustable Auxiliary Hydraulics Port 2 Option
- Thumb Bracket and Relief Valves
- Five Second Quick Preheat System
- Key Switch Stop System Half
- Half-Pitch Rubber Tracks
- Self-Bleed Fuel System
- Auto-Downshift Two-Speed Travel System
- Swivel Negative Brake
- Travel Negative Brake
- Third Line

Equipment Bid Specifications (CONTINUED)

ENGINE:

- D1803 Kubota DI Turbo CRS Tier 4 Diesel Engine
- 3 Cylinder, 4-Cycle
- 40.4 Net HP @ 2200 rpm

DIMENSIONS AND OPERATING WEIGHT:

KX040-4R3TP, Rubber Tracks, Air-Conditioned ROPS/OPG (TOP GUARD, LEVEL I) Cab, 6-in-1 Dozer Blade, SP2

- Overall Length: 16' 8.1"
- Overall Width: 5' 6.9"
- Overall Height: 8' 1.8"
- Operating Weight: 9,195 lbs*
- Ground Clearance: 12.9"

**Includes Operator's Weight*, 175 lbs.

OPERATIONAL DIMENSIONS:

- Max Digging Depth 11' 2.7"
- Max Digging Radius @ Ground Level 17" 9.0"
- Max Vertical Digging Depth 7' 4.8"
- Max Dumping Height 12' 9.5"

DOZER BLADE DIMENSIONS:

- Width 66.9"
- Height 15.75"
- Lift Above Ground 15.17"
- Drop Below Ground 15.94"

PERFORMANCE:

- Digging Force @ Bucket (K7875) 9,535 lbs.
- Digging Force @ Dipper Arm 4,112 lbs.
- Travel Speed (Low) 1.8 mph
- Travel Speed (High) 3.1 mph

Equipment Bid Specifications (CONTINUED)

PERFORMANCE - Continued:

- Climbing Ability 36% / 20 degrees
- Lift Capacity 4,080 lbs.
- Over Front
- Blade Grounded
- 2.0 ft. Load Point Height
- 8.0 ft. Load Radius

REQUIRED FEATURES (Or Equivalent within Proximity of these features):

- Enclosed cab with air conditioning
- Rubber tracks
- Diesel Engine – approx. 40HP
- 6-in-1 dozer blade – minimum width equal to track width
- Hydraulic operating system
- 360-degree full rotation
- (2) Auxiliary hydraulic diverter valve
- Thumb bracket and relief valves
- Digging depth – approx. 11 feet
- Digging radius at ground level – approx. 17 feet
- Quick coupler for arm attachments
- 18" quick attach trenching bucket (or similar)
- Hydraulic thumb kit
- 42" cutting width arm attachment brush mower, hydraulic, ¼" deck, galvanized

DELIVERY: Bid price must include all fees associated with delivery.

WARRANTY: Bid price must include a standard warranty for this piece of equipment. A copy of the Full Terms of Warranty is to be included with bid submission.

Equipment Bid Specifications (CONTINUED)

Specifications

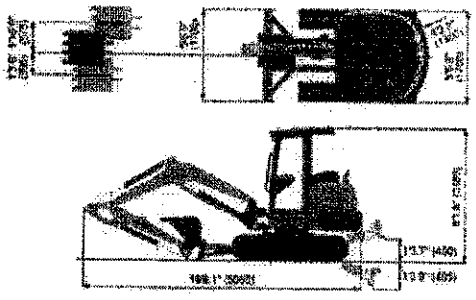
KX040-4

Kubota

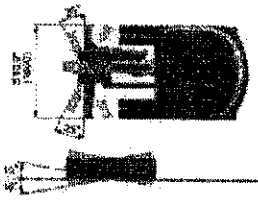
Model				KX040-4	KX040-4 Angle Blade Canopy / Cab	KX040-4 6-in-1 Blade Canopy / Cab
Type of ROPS / OPS (Top Guard Level I)*					Canopy	
Type of tracks					Rubber / Steel	
Engine	Model				Kubota D1803-CR-TE4	
	Output (SAE J1995 gross)		HP (kW) / rpm		40.4 (30.1) / 2200	
	Output (SAE J1349 net)		HP (kW) / rpm		38.9 (29.0) / 2200	
	Displacement		cu. in. (cc)		111.4 (1826)	
Dimensions	Overall length		ft. in. (mm)		16'8.2" (5085)	
	Overall height	Canopy / Cab	ft. in. (mm)		8'1.8" (2485) / 8'1.8" (2485)	
	Overall width		ft. in. (mm)	5'6.9" (1700)		5'10.9" (1800)
	Min. ground clearance		in. (mm)		12.99" (330)	
Hydraulic system	Pump capacity		GPM (L/min)		24.4 (92.4)	
	Auxiliary hydraulic flow	AUX1 / AUX2	GPM (L/min)		17.2 (65) / 9.8 (37)	
	Max. breakout force	Bucket / Arm	lbf. (kgf)		9535 (4325) / 4112 (1865)	
	Travel speed	Low / High	mph (km/h)		1.8 (2.9) / 3.1 (5.0)	
	Max. traction force	Low speed	lbf. (kgf)		9747 (4420)	
Drive system	Tumbler distance		ft. in. (mm)		5'7.3" (1710)	
	Crawler length		ft. in. (mm)		7'1.6" (2175)	
	Shoe width		ft. in. (mm)		1'1.8" (350)	
	Ground contact pressure	Rubber Canopy / Cab	psi (kPa)	4.53 (31.2) / 4.68 (32.3)	4.70 (32.4) / 4.68 (33.5)	4.87 (33.6) / 5.02 (34.6)
		Steel Canopy / Cab	psi (kPa)	4.61 (31.8) / 4.70 (32.9)	4.78 (33.0) / 4.93 (34.0)	4.95 (34.1) / 5.10 (35.2)
Swing system	Unit swing speed		rpm		9.2	
	Boom swing angle	Left / Right	degree		70 / 55	
Blade	Dimensions	Width	ft. in. (mm)	5'6.9" (1700)		5'10.9" (1800)
		Height	ft. in. (mm)	1'1.8" (350)	1'3.2" (385)	
	Max. lift above ground		ft. in. (mm)	1'3.7" (400)	1'4.5" (420)	1'4.9" (430)
	Max. drop below ground		ft. in. (mm)	1'3.9" (405)	1'6.1" (510)	1'6.9" (530)
	Angle	Left / Right	degree		25 / 25	
		Tilt	degree			10 / 10
Hydraulic oil (Reservoir / System)			gal (L)		11.1 (42) / 19.8 (74)	
Fuel reservoir			gal (L)		16.9 (64)	
Operating weight (including operator's weight @ 175 lbs.)		Rubber Canopy / Cab	lbs. (kg)	9135 (4170) / 9500 (4310)	9545 (4330) / 9855 (4470)	9900 (4490) / 10210 (4630)
		Steel Canopy / Cab	lbs. (kg)	9350 (4240) / 9655 (4380)	9700 (4400) / 10010 (4540)	10050 (4560) / 10360 (4700)

*OPS (Top Guard Level I) in accordance with ISO10262 is equivalent in definition to ROPS (Falling Object Protective Structure).
The company reserves the right to change the above specifications without notice. This brochure is for description purposes only. Please contact your local Kubota dealer for warranty information.
For your safety, Kubota strongly recommends the use of a Rollover Protective Structure (ROPS) and seat belt for almost all applications.

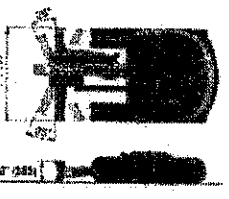
DIMENSIONS



6-In-1 Blade



Angle Blade



For Earth, For Life
Kubota

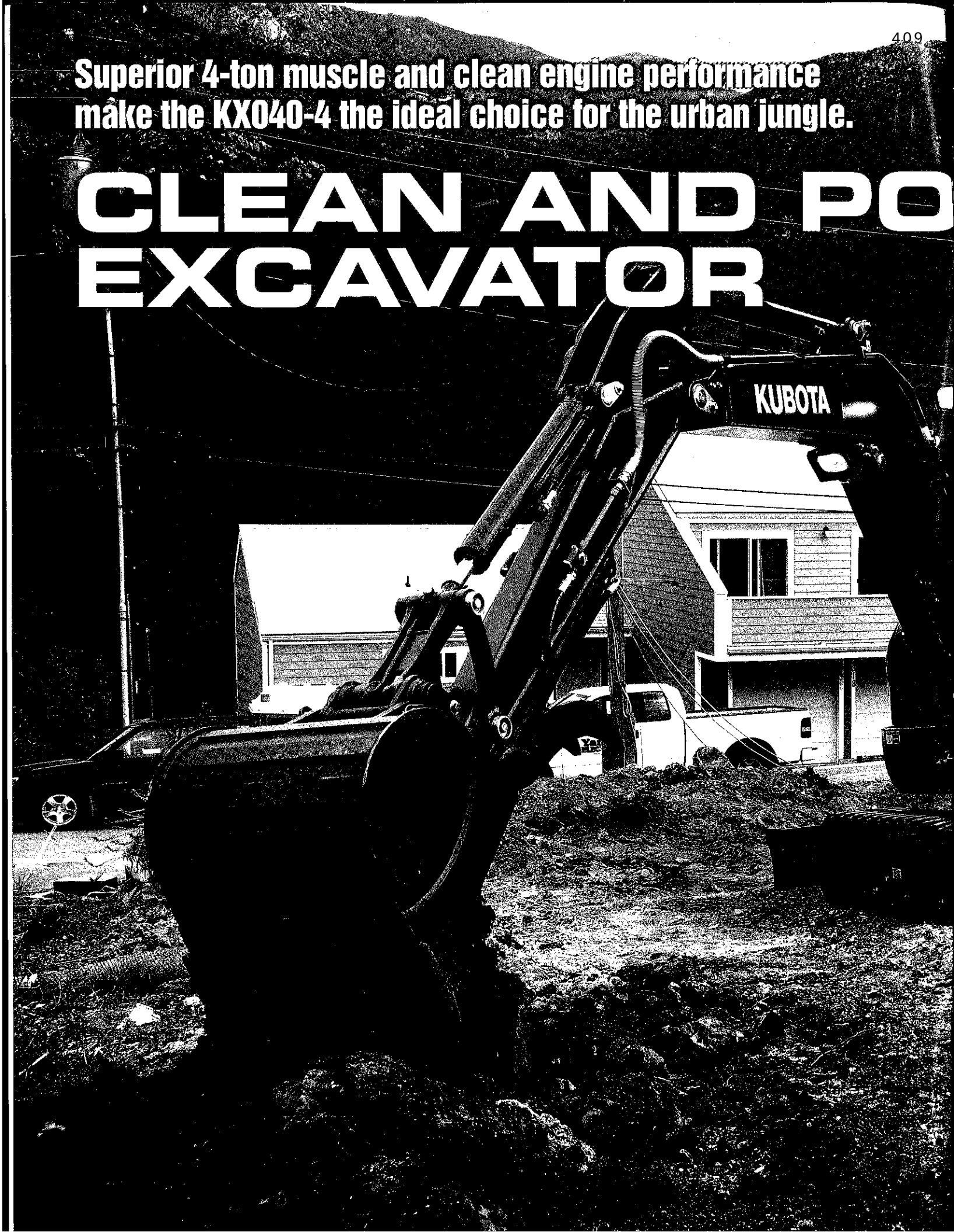
KX

KUBOTA COMPACT EXCAVATOR

KX040-4

Superior 4-ton muscle and clean engine performance make the KX040-4 the ideal choice for the urban jungle.

CLEAN AND PO
EXCAVATOR



WERFUL

The Common Rail System (CRS) electronically controls the fuel injection timing and amount in stages rather than all at once for optimal combustion. The results are greater efficiency, better fuel economy and less engine noise. Its combination with the Exhaust Gas Recirculation (EGR) and Diesel Particulate Filter (DPF) Muffler reduces harmful emissions to make the KX040-4 Tier IV-compliant.

Kubota's original automatic regeneration system automatically burns accumulated particulate matter (soot) in the DPF muffler to keep the muffler clean for longer operation. For safety reasons, automatic regeneration can be turned off when the limit switch when the excavator is operating in areas that are prone to fires.

STANDARD MODE
● Improved Productivity ● Lower Fuel Consumption
Compared to Prior Model

3% Productivity Increase

Save 12%

ECO MODE
● Focus on Lower Fuel Consumption
Compared to Standard Mode

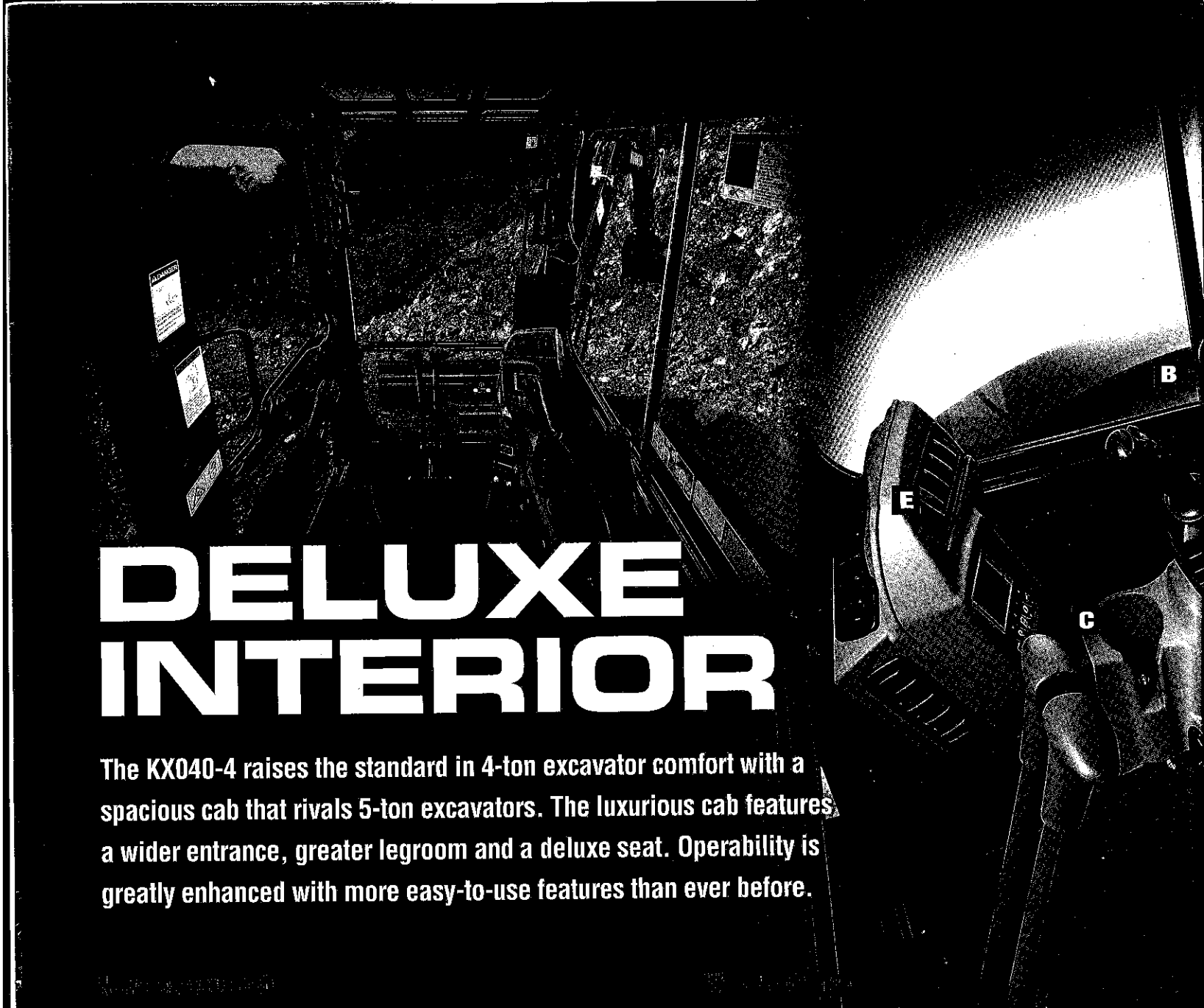
Productivity Same as Prior Model

Save 9%

Kubota's original ECO PLUS prioritizes fuel economy, and supports the environment.

For long-lasting operations, use Standard Mode and experience a 3% productivity improvement over the prior model and use less fuel, up to 12% less.

Activate Eco Mode and the Excavator switch for up to 9% fuel savings over Standard Mode.

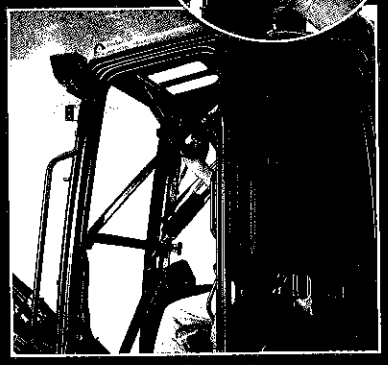


DELUXE INTERIOR

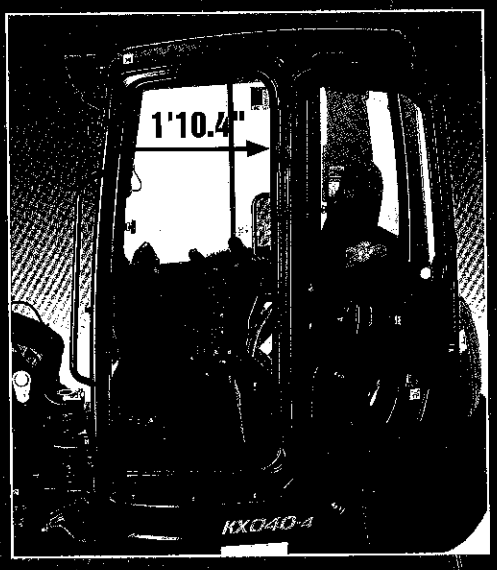
The KX040-4 raises the standard in 4-ton excavator comfort with a spacious cab that rivals 5-ton excavators. The luxurious cab features a wider entrance, greater legroom and a deluxe seat. Operability is greatly enhanced with more easy-to-use features than ever before.

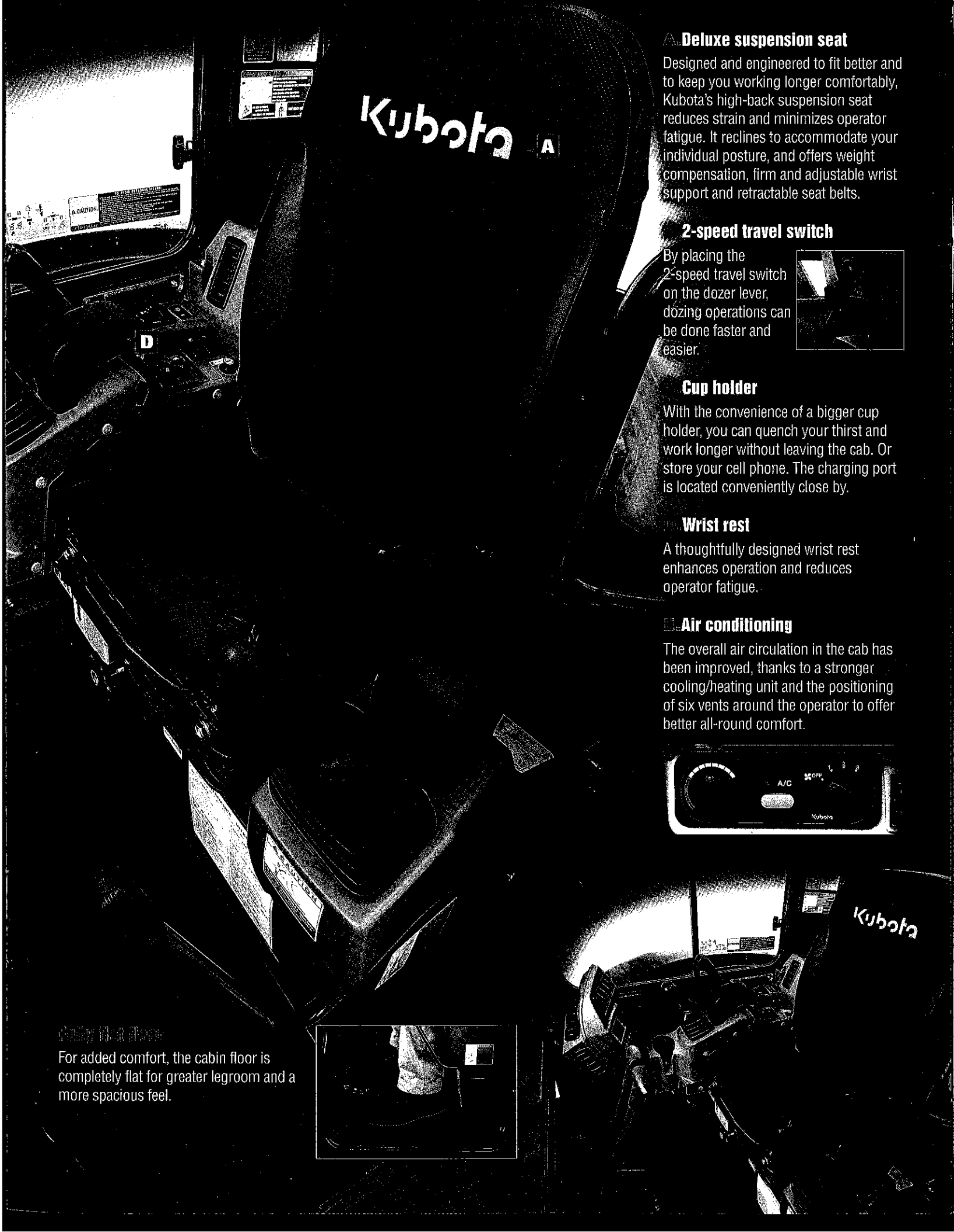
Designed for greater comfort, the new large cab with a fully flat floor provides more legroom to minimise fatigue.

Unlike many excavator windows, the front glass window of the KX040-4 opens with ease. Just flip the latches on the window sides and slide it up. A gas-assist mechanism makes this action almost effortless.



The KX040-4's larger cab provides a much wider door and more ample foot space, to make getting on and off the excavator a breeze.





A Deluxe suspension seat

Designed and engineered to fit better and to keep you working longer comfortably, Kubota's high-back suspension seat reduces strain and minimizes operator fatigue. It reclines to accommodate your individual posture, and offers weight compensation, firm and adjustable wrist support and retractable seat belts.

2-speed travel switch

By placing the 2-speed travel switch on the dozer lever, dozing operations can be done faster and easier.

Cup holder

With the convenience of a bigger cup holder, you can quench your thirst and work longer without leaving the cab. Or store your cell phone. The charging port is located conveniently close by.

Wrist rest

A thoughtfully designed wrist rest enhances operation and reduces operator fatigue.

Air conditioning

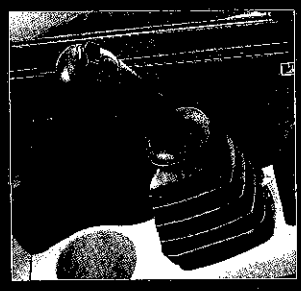
The overall air circulation in the cab has been improved, thanks to a stronger cooling/heating unit and the positioning of six vents around the operator to offer better all-round comfort.

Cabin flat floor

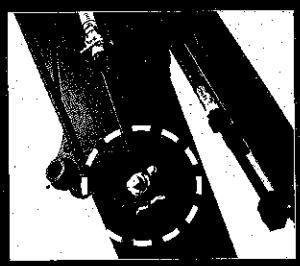
For added comfort, the cabin floor is completely flat for greater legroom and a more spacious feel.

SUPERIOR PERFORMANCE

The KX040-4 is available with a standard AUX1 and optional AUX2 auxiliary circuits. The convenient thumb-operated switch on the lever allows easy proportional flow control of the auxiliary circuit, while a forefinger-operated on/off switch enables simple operation of special applications that require a constant oil flow. The maximum oil flow setting is conveniently adjustable from the digital panel. Up to five flow rates corresponding to specific attachments can be programmed in the memory on the digital panel for easy retrieval for the next job.



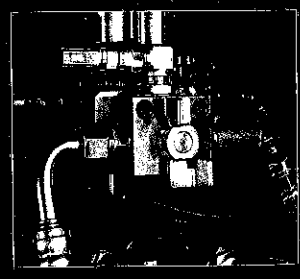
With the AUX1 diverter valve, the AUX oil supply can be changed without having to remove the thumb pipeline when the operator wants to use a hydraulic attachment.



Even when heavily loaded, the KX040-4 won't slow down, thanks to its powerful breakout force. With the pin-on or quick coupler bucket, the bucket breakout force is more than enough for even the toughest excavating jobs.

The hydraulic thumb makes short work of a variety of loading and material handling jobs. The factory installed mount brackets and hydraulics significantly reduce the time needed to mount accessories.

When working with one-way hydraulic attachments, such as a breaker or brush cutter, the standard third-line hydraulic return system allows oil to flow directly back to the tank without running through the control valves. This contributes to less oil contamination, reduced back pressure, and greater oil flow efficiency.

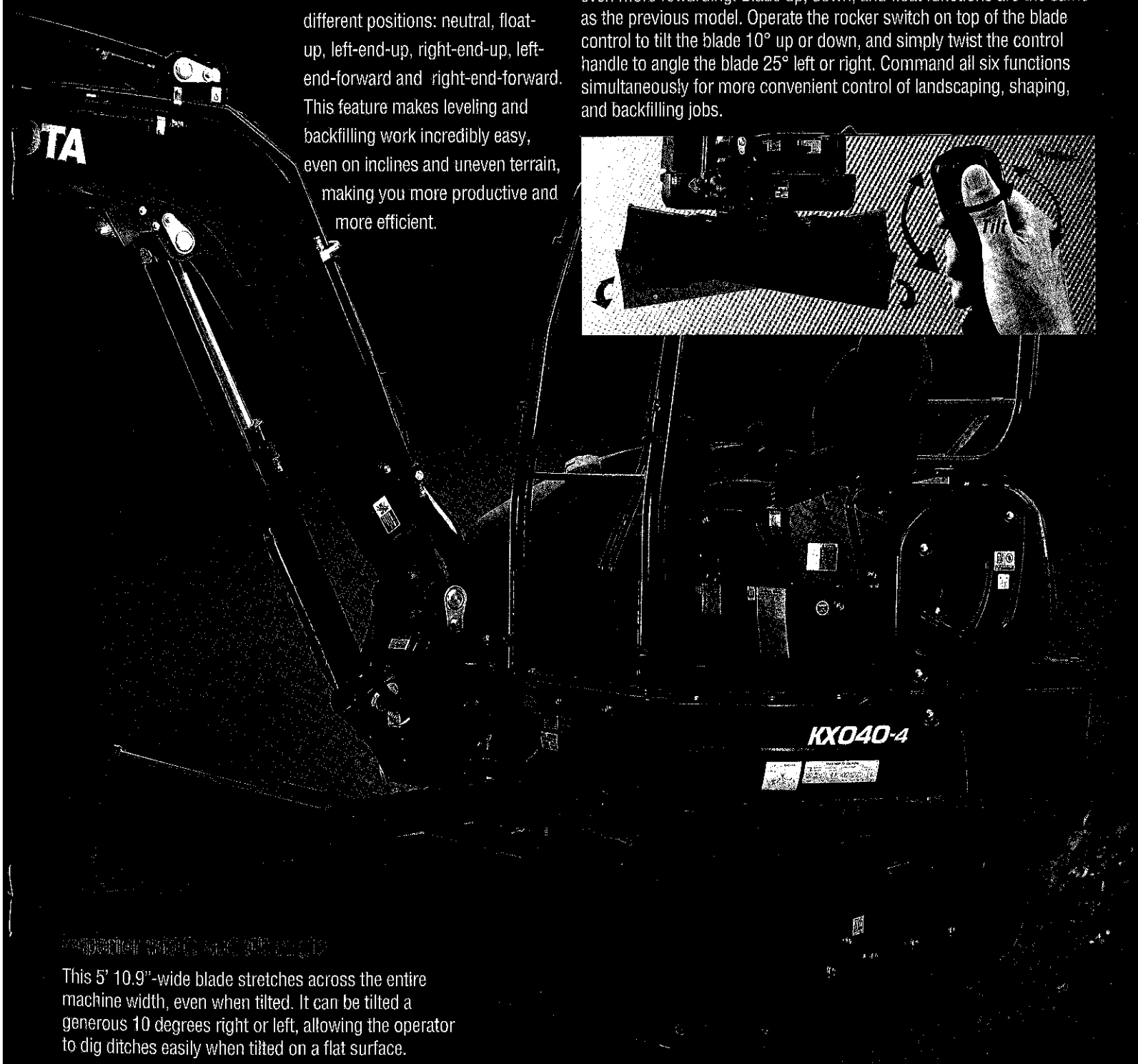


Hydraulic 6-in-1 Blade Models

Kubota's hydraulic 6-in-1 Blade can be angled right and left, and now, tilted as well. This blade enables six different positions: neutral, float-up, left-end-up, right-end-up, left-end-forward and right-end-forward. This feature makes leveling and backfilling work incredibly easy, even on inclines and uneven terrain, making you more productive and more efficient.

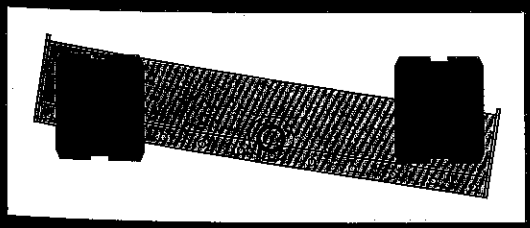
Tilt blade control

The 6–in-1 blade is a true productivity enhancer, and operation is now even more rewarding. Blade up, down, and float functions are the same as the previous model. Operate the rocker switch on top of the blade control to tilt the blade 10° up or down, and simply twist the control handle to angle the blade 25° left or right. Command all six functions simultaneously for more convenient control of landscaping, shaping, and backfilling jobs.



Position wide and tilt right

This 5' 10.9"-wide blade stretches across the entire machine width, even when tilted. It can be tilted a generous 10 degrees right or left, allowing the operator to dig ditches easily when tilted on a flat surface.



Self-sharpening blade (SSB)

The cutting edge protects the angle blade during heavy-duty dozing operations. The reversible cutting edge is devided into two sections to easily invert the edge for continued use.

Tie-down side plates

The dozer blade's thick side plates improve the tie-down point's durability. Use them also as lifting points, along with the lifting point on top of the boom, for convenient 3-point crane lifting of the KX040-4.

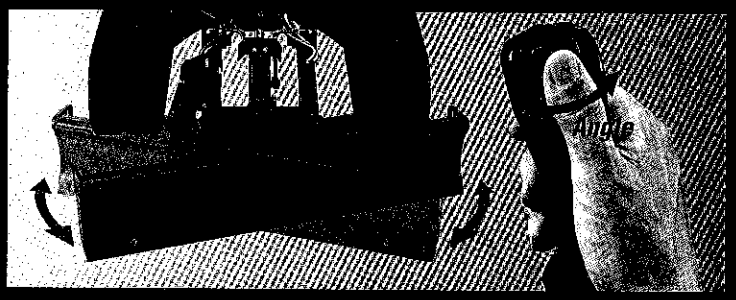
FLOAT ANGLE BLADE

Angle Blade Models

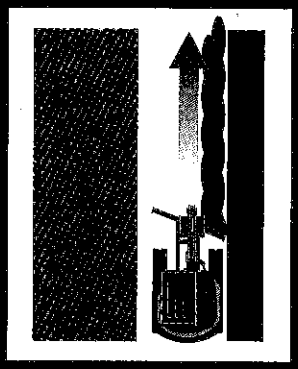
Save time and work more efficiently. With a simple movement of the blade lever, the hydraulic angle blade can be angled to the right or left to push soil to the side as the machine moves forward, eliminating the need for repetitive repositioning at right angles when backfilling trenches.

Angle Blade control

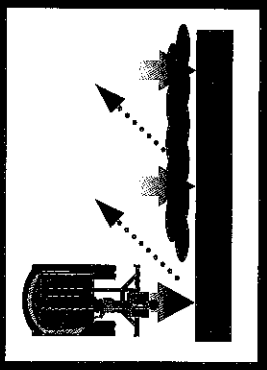
Simply operate the rocker switch on the top of the blade lever to angle the blade up to 25° left or right. Work more efficiently and save time pushing soil to the side as the machine moves forward. After backfilling, just travel backward along the covered trench with the dozer in the float position for a beautiful finish!



What makes our Angle Blade excavator so productive? Check it out.

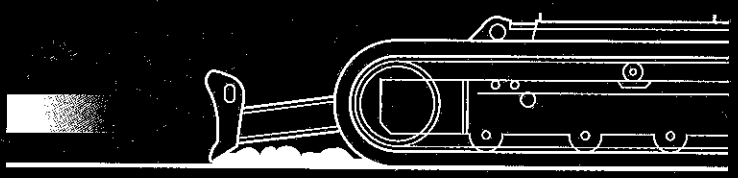


Moving only in a forward direction one time, which is equivalent to a trencher backfilling its one side, the KX040-4 Angle Blade excavator backfills smoothly and efficiently.



Without the angle blade feature, time-consuming, repetitive repositioning at right angles to the trench is required.

The float function is a standard feature on the KX040-4. Ground finishing work can be completed quickly and simply without the need to adjust the dozer height. After backfilling, simply travel backwards along the covered ditch with the dozer in the float position.



An Engine Start Lockout System prevents the engine from starting when the safety levers are lowered. A Safety Lever Lockout System helps prevent unexpected excavator and attachment movement when entering or exiting the machine. An Auto House Parking Brake automatically locks the house in the position it was in when the engine was shut off, eliminating the need for a swing lock pin. It also makes the excavator more compact during transport and more secure when parked on an incline.

The Two-Pattern Selection System positioned under the seat allows the operator to shift control styles conveniently while seated. A simple turn of a switch is all it takes to select between the ISO pattern and the SAE backhoe pattern.

FLOAT ANGLE BLADE

Angle Blade Models

Save time and work more efficiently. With a simple movement of the blade lever, the hydraulic angle blade can be angled to the right or left to push soil to the side as the machine moves forward, eliminating the need for repetitive repositioning at right angles when backfilling trenches.

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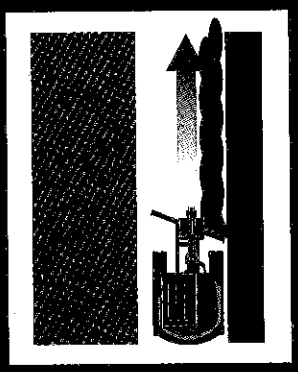

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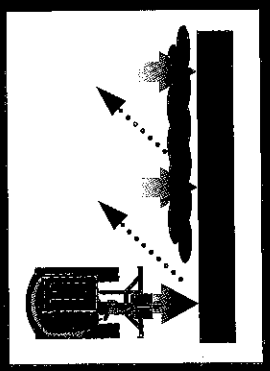

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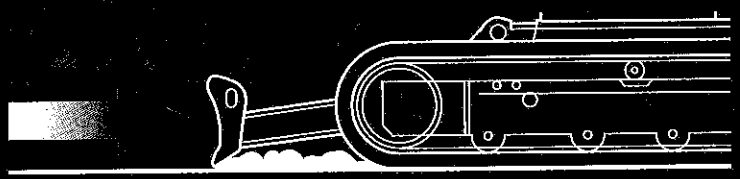

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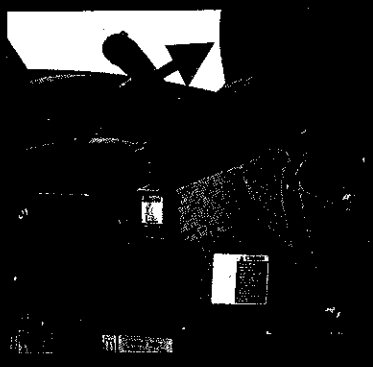
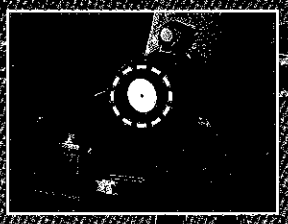


The Two-Pattern Selection System positioned under the seat allows the operator to shift control styles conveniently while seated. A simple turn of a switch is all it takes to select between the ISO pattern and the SAE backhoe pattern.

LASTING DURABILITY

Kubota has a reputation for quality products that are consistently reliable, offering operators an unrivaled level of confidence and peace of mind. Every component of the KX040-4 has been thoroughly engineered for a longer lifecycle, providing the power you demand and the durability you deserve.

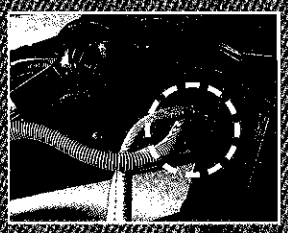
Grease ports for the swivel bearing, gear teeth, and swing cylinder pin are conveniently grouped on the front of the house.

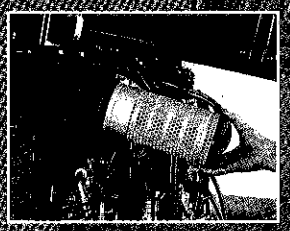


To maximize durability, we've introduced bushings on all of the pivot points on the front attachment and connecting points on the swing bracket.

The bucket cylinder hoses are located inside the arm. And the boom cylinder hoses are routed under the boom bottom.

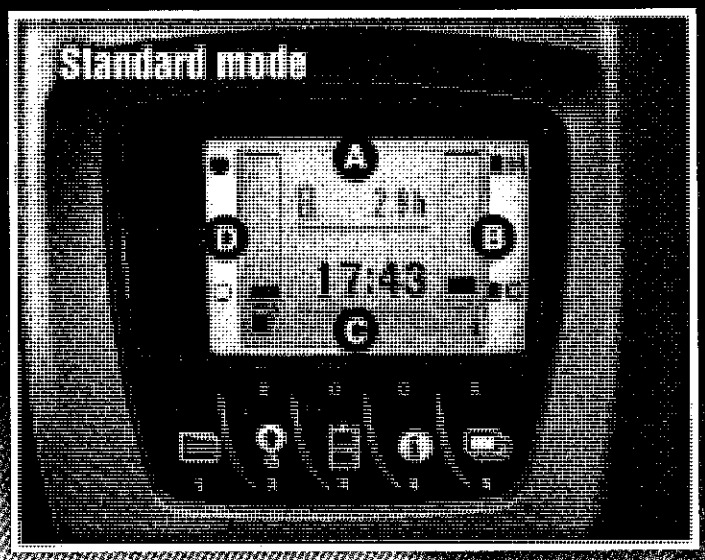
The two-piece hose connections for the dozer cylinder hoses simplify hose replacement and reduce downtime.



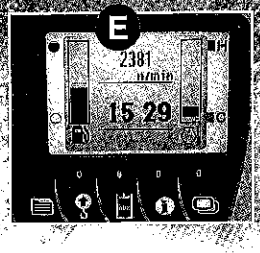


Excavators often operate in dusty conditions. To maintain outstanding engine durability, dual element air filters help ensure that only clean air enters the engine.

NEW DIGITAL PANEL



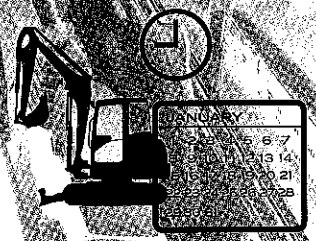
A. Hour meter
B. Coolant temperature
C. Clock
D. Fuel level
E. Engine RPM



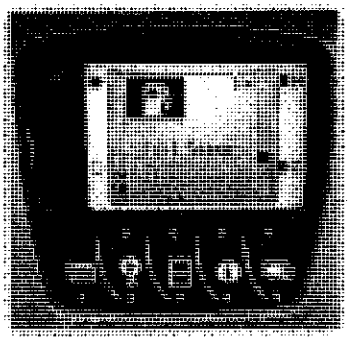
Following the excellence of Kubota's Intelligent Control System, the new digital panel puts convenience at the operator's fingertips. Featuring easier button operation, the user-friendly digital panel is positioned to the front right corner of the operator. This operator-facing wider display greatly improves visibility. With easier access, simpler settings, easy-to-read indicators and alerts, you'll always be aware of the excavator's functioning status.

Operation history record

Operation history is automatically recorded on the KX040-4. You can trace back up to 90 days of the machine's usage dates by simply checking the built-in calendar.

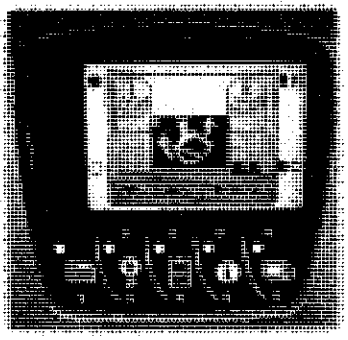


Service mode



Warning mode

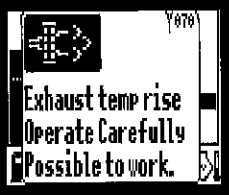
Operation history record

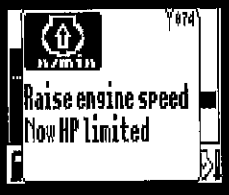


Max. oil flow setting (AUX1 and optional AUX2)

Automatic regeneration system

The automatic regeneration system automatically burns particulate matter (soot) that accumulates in the diesel particulate filter (DPF) muffler. The soot is burned when the engine is operating at sufficient engine speed for regeneration. If the engine speed is lower than the required level for regeneration, the indicator requests an increase in the engine speed to keep the accumulation level low and the DPF clean. A service call or DPF filter replacement is required when the accumulated soot reaches a level that reduces the engine speed.





KX040-4 OPTIONS

STANDARD EQUIPMENT

Safety system
- Engine start safety system
- Travel motor with disc brake
- Swivel motor with disc brake
- All hydraulic control

Working equipment
- Auxiliary hydraulic circuit 1
- 2 working lights on cab and 1 light on the boom
- Dozer blade with float function
- Thumb bracket and relief valve

Operator's space
- ROPS/OPG (TOP Guard, Level I) canopy
- Weight-adjustable full suspension seat
- Retractable seat belt
- Hydraulic pilot control levers with wrist rests
- Travel levers with foot pedals
- Two pattern selection system
- Digital panel
- 12V power source
- Cup holder
- Horn

Engine/Fuel system
- Double element air filter
- Auto idling system
- Water separator with drain cock

Undercarriage
- 1'1.8" (350 mm) rubber track
- 1 × upper track roller
- 4 double-flange track rollers on each side
- 2-speed travel switch on dozer lever
- 2-speed travel with auto-shift

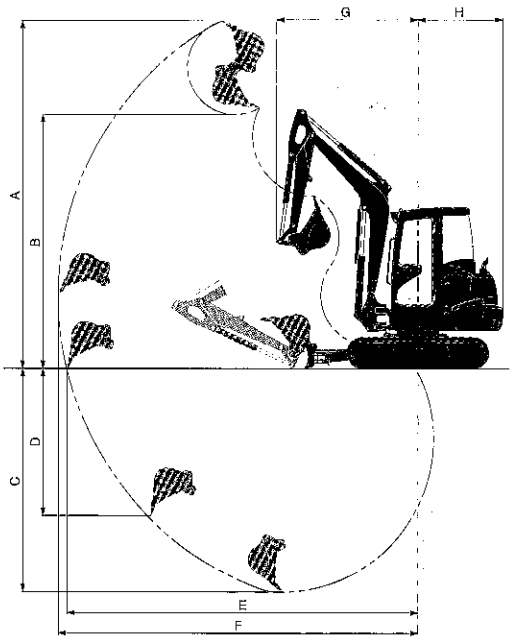
Hydraulic system
- 1-pump load sensing system
- Pressure accumulator
- Hydraulic pressure checking ports
- Straight travel circuit
- Third line hydraulic return
- Auxiliary switch (AUX1) on right control lever
- Adjustable maximum oil flow on auxiliary hydraulic circuits 1

Others
- Tool box
- Grease gun holder

OPTIONAL EQUIPMENT
- 6 in 1 blade with float function and BOE
- Angle blade with float function and BOE
- Cab with A/C
- Canopy lights
- Beacon lights
- 1'1.8" (350 mm) steel track
- Additional auxiliary hydraulic circuit 2 (adjustable max. oil flow control)
- Travel alarm
- Mirror kit
- Cab radio
- Hydraulic breaker
- Hydraulic thumb
- Pin-on and quick attach buckets

WORKING RANGE

	Model			KX040-4
A	Max. digging height		ft. in. (mm)	17'6" (5335)
B	Max. dumping height		ft. in. (mm)	12'9.5" (3900)
C	Max. digging depth		ft. in. (mm)	11'2.7" (3420)
D	Max. vertical digging depth		ft. in. (mm)	7'4.8" (2255)
E	Max. digging radius, at ground level		ft. in. (mm)	17'9" (5410)
F	Max. digging radius		ft. in. (mm)	18'2.1" (5540)
G	Min. turning radius	W/o swing	ft. in. (mm)	7'1.8" (2180)
		W swing	ft. in. (mm)	5'11.1" (1805)
H	Min. tail turning radius		ft. in. (mm)	4'3.2" (1300)

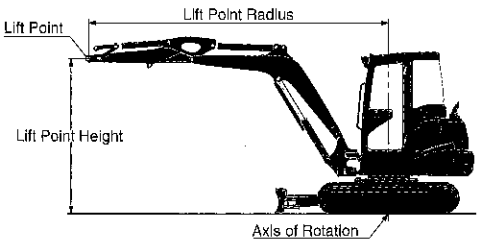


LIFTING CAPACITY

Cab rubber

LIFT POINT HEIGHT (ft)		LIFTING CAPACITY OVER-FRONT BLADE DOWN unit=1000 lbs			LIFTING CAPACITY OVER-SIDE unit=1000 lbs		
		LIFT POINT RADIUS (ft)			LIFT POINT RADIUS (ft)		
		8	12	14	8	12	14
	6	2.72	1.91	1.75	2.72	1.60	1.27
	4	3.54	2.13	1.86	2.76	1.55	1.25
	2	4.08	2.32	1.96	2.65	1.51	1.22
GL	0	4.25	2.43	2.01	2.60	1.48	1.21

Machine with cab and rubber crawler, without bucket, with standard blade



Beaumont Tractor Co.
4430 College St.
Beaumont, Tx. 77707

Received 10:29 am
-JW

Jefferson County Purchasing Department
1149 Pearl St. 1st Floor
Beaumont, Tx. 77701

Due Date 5/12/21
RFP # IFB 21-023/JW

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

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

May 18, 2021

Request for Statements of Qualification (RFQ 21-016/JW)
Professional Engineering Services for Mayhaw Bayou Drainage Study Update -
(Community Development Block Grant - Disaster Recovery) Program Project
for Jefferson County

Dear Vendors:

You are invited to submit a statement of qualifications in accordance with (RFQ 21-016/JW) Professional Engineering Services for Mayhaw Bayou Drainage Study Update - Community Development Block Grant Disaster Recovery (CDBG-DR) Program Project for Jefferson County. Jefferson County is soliciting statements of qualifications from qualified firms to provide conduct a drainage study on Mayhaw Bayou located in Jefferson County, Texas. Firms should have past experience with federally funded programs.

All interested individuals and firms shall obtain a "Request for Qualifications" packet from the Jefferson County Purchasing web site at http://co.jefferson.tx.us/Purchasing

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

Responses are to be sealed and addressed to the Purchasing Agent with the request for qualifications number and name marked on the outside of the envelope or box. All responses shall be submitted with an original and (5) five copies, to the Jefferson County Purchasing Department, 1149 Pearl Street, 1st Floor, Beaumont, Texas 77701, no later than 11:00 am CT, Wednesday, June 16, 2021. Jefferson County does not accept responses submitted electronically. Responses will be publicly opened and the names of responding firms will be read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701 at the time and date below. Statements of Qualifications received after that time will be considered late and will be returned unopened. Inquiries shall be directed to Jamey West, Assistant Purchasing Agent at 409-835-8593 or jwest@co.jefferson.tx.us

REQUEST NAME: **Professional Engineering Services for Mayhaw Bayou Drainage Study Update - Community Development Block Grant Disaster Recovery (CDBG-DR) Program Project for Jefferson County**

REQUEST NO.: **RFQ 21-016/JW**

DUE DATE/TIME: **11:00 am CT, Wednesday, June 16, 2021**

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

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

We look forward to your active participation in this solicitation.

Sincerely,

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

Published: Beaumont Enterprise and Port Arthur News: May 19 & 26th, 2021 / The Examiner: May 20, 2021

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ATTACHMENT A ..... Included in this Document

Response Submissions:

Respondent is responsible for submitting: One (1) original and five (5) response 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. http://www.co.jefferson.tx.us/purchasing/main.htm

Section 1. Introduction and Purpose:

Hurricane Harvey overwhelmed the drainage system of Jefferson County, Texas (County). Heavy rainfall caused flooding of homes and streets. This inundated the drainage system and threatened public health, safety, and welfare.

In response to the identified needs for drainage improvements, Jefferson County has applied for the upcoming Community Development Block Grant – Disaster Recovery funding from the General Land Office – Community Development & Revitalization (GLO).

Section 2. Scope of Work:

Should these grant funds be secured from the GLO, the County will seek to contract with a qualified and competent Engineering Firm to assist the Jefferson County Drainage District No. 3 ("DD3") in conducting a thorough study of downstream effects of the construction of the culvert crossings located at IH-10 and Ditch M400 and Ditch M400A (both are laterals of Mayhaw Bayou). The study will also update the relevant portions of the Master Drainage Study completed in 1999 for DD3. The update will be in the form of redeveloping the H&H models for the study area to the downstream limit of Highway 73 to reflect the current development levels and to use the new rainfall amounts as presented in ATLAS 14.

Project Location / Latitude & Longitude:

29.855060, -94.340058

Additional information regarding project location can be viewed on **ATTACHMENT A** (included in this document).

The scope of services will consist of three phases:

Task 1 – Phase I Data Collection

This phase will include the collection of all existing data for the study area. Data collection will be an intense portion of the study. In order to accurately calculate the volume of water stored in the limits of the study, we will utilize USGS DEM data, existing Lidar and field surveying to accurately develop ground models. A list of the tasks for Phase I follows:

- Collect existing and historical flood data (from all sources)
- Survey high water elevations collected from recent floods
- Survey high water elevations from photographs
- Collect data on all existing drainage facilities
- Size, length, and elevation of all major under- and over-ground structures
- Collect existing aerial mapping
- Collect existing topographic data (DEM data)
- Collect rain gauge and level gauge data
- Collect existing soil data for study area
- Research future development in proposed planning area
- Survey existing channels
- Survey existing channel crossings
- Survey ground topography for contour refinement

Task 2 – Phase II Existing Hydrology and Hydraulic Modeling

This phase will consist of compiling data collected during Task 1 above and constructing existing models for surface runoff, channel modeling and structure analysis. Each model will be integrated with each other in order to provide an accurate representation of the hydrology and hydraulics of the drainage area. A list of the tasks for Phase II follows:

- Determine drainage area, basin slope, soil parameters, impervious conditions, infiltration loss, etc.
- Build an accurate precipitation model from historical events
- Build a hypothetical precipitation model with 5 yr, 10yr, 50yr, 100yr, and 500 yr events
- Construct an integrated model with applicable channel routing (modified puls routing is the preferred method in order to balance with HEC-RAS volumes)
- Combine precipitation and basin models to provide runoff for actual and hypothetical precipitation events
- Build an integrated channel model utilizing HEC-RAS that coincides with the HEC-HMS model
- Include all crossing structures into HEC-RAS model
- Combine structures into overall model to accomplish accurate flows and timings for total system
- Balance flows (HEC-HMS) and volumes (HEC-RAS) for existing conditions to assure models are accurate
- Utilize historical and field data for verification of existing model

Task 3 – Phase III Proposed Hydrology and Hydraulic Modeling

This phase will be the most critical part of the study. It will determine how the constructed culvert crossings at IH-10 and Ditch M400 and Ditch M400A affect areas downstream. These culvert crossings have been installed but are currently plugged until the results of this drainage study are determined. A list of the tasks for Phase III follows:

- Apply future drainage area coefficients, such as proposed impervious conditions that could accelerate runoff
- Construct a proposed integrated model with culvert improvements at Ditch M400 and Ditch M400A.
- Construct a proposed integrated model with improvements to the system such as ditch widening, structure/culvert upgrades, and bridge improvements.
- Structure sizing, proposed improvements, and ROW acquisition analysis will be performed in this phase.

As these projects are to be grant funded, the County maintains the right to contract engineering services (under this RFQ) as needed as the scope of services/projects funded are subject to change depending upon grant funds received.

Engineering Firm providing these services must:

Be led by a principal or partner of an established professional firm or organization;

Have demonstrated ability to work successfully with government entities including:

1. No previous record of default on a government contract;
2. No applicant entity, or principal thereof, may be awarded a Federal contract if subject to a debarment, suspension, or limited denial of participation under 24 CFR Part 24;
3. No formal debarment or suspension from entering into contracts with a governmental agency or other notification of ineligibility or prohibition against bidding or proposing on government contracts; and
4. A clear understanding of, and ability to comply with, state, federal, and grant funding requirements as defined in this RFQ.

Section 3. Statement of Qualifications Requirements

Qualifications Statement Format Requirements:

- Responses must be prepared in such a way as to provide a straight-forward, concise description of capabilities to satisfy the requirements of the RFQ. Expensive bindings and promotional materials are not necessary or desired. Emphasis should be on conformance to the RFQ instructions, responsiveness to the RFQ requirements, and on completeness and clarity of content.
- All responses shall be submitted with an original and (5) five copies
- **Maximum of (30) pages**, typed, front and back or single sided, with each page clearly numbered at the bottom of the page.

  Note: The inclusion of these specifications (127 pages) in their entirety, completed FORM 1295, SAM Registration, and Certificate of Insurance documents are not to be included in response page count.

Qualifications Statement Information Requirements:

Jefferson County is seeking to contract with a competent and professional engineering firm, registered to practice in the State of Texas and in good standing (per the Texas Engineering Practice Act), that has had experience in the following areas:

- Municipal construction including but not limited to waterworks, projects;
- Federally-funded construction projects; and
- Projects located in this general region of the state

Offerors should also address the following topics within their response:

- Name of the firm wishing to contract with the County.
- Firm's local address.
- Firm's corporate or main office address.
- Number of years the firm has been in business.
- Firm's organization chart
- Names, titles, address, and telephone numbers of persons who are authorized to negotiate for and contractually bind the firm. One of these persons should sign the response. A contact must be named for addressing questions generated during the evaluation process.
- Description of the reasons why the firm would be uniquely qualified to provide Professional Engineering Services to Jefferson County.
- Brief history your firm, including general background, knowledge of and experience working with relevant agencies, with an emphasis on recent experience;
- Brief statement of the respondent's understanding of the services required and qualifications necessary to provide CDBG-DR Engineering Services;
- Brief summary of the overall capabilities of staff and any proposed sub-contractors relative to CDBG-DR Engineering Services as outlined in the scope of work, as well as staffing plans clearly stating how they intend to integrate staff and maintain presence with the County throughout the duration of the contract; and capability of meeting deadlines.

- Proof of proper and valid licensing to conduct business in Jefferson County and the State of Texas
- Proof of Current Applicable Department of Professional Regulation License(s)
- Proof of Other Current Applicable Certification(s)
- Copy of your current certificate of insurance for professional liability.

  Note: Upon award, firm must provide a certificate of insurance that meets/exceeds insurance requirements as written on Pages 7-8 (Sections 7 & 8) of these specifications.
- List of past local government clients, as well as resumes of all engineers/staff persons that will or may be assigned to this project if you receive the engineering contract award.
- Description of work performance and experience with Engineering Services for CDBG Disaster Recovery or similar grant-funded projects (within the past five years) including a list of at least three references from past local government clients or other applicable clients, with information describing the recency and relevancy of the previous performance and experience;
- Description of your firm's capacity to perform as well as resumes of all employees who will or may be assigned to provide technical assistance if your firm is awarded this Engineering Services contract, identifying current employees and proposed hires; and
- Statement substantiating the resources of the proposing entity and the ability to carry out the scope of work requested within the proposed timeline.
- **Three (3) COMPLETED & SIGNED Vendor Reference Statements (forms included in these specifications, see Pages 17-19). These statements must be completed and signed by the Reference.**

Additional Information:

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

Section 4. Procedure

Firms are encouraged to submit statements of qualifications and experience. The Commissioners' Court will appoint a Selection Committee, which will evaluate qualified responses. Responses will be ranked on the basis of demonstrated experience, competence, and qualifications. Fees, price, work hours, or any other cost information will not be considered in the development of the short list. Jefferson County will then enter into negotiations with the highest qualified firm. The negotiations will first establish the scope, terms and conditions, and time limits for the proposed contract. Once agreement is reached between Jefferson County and the selected firm, the County will request a fee proposal from the firm. If agreement is reached, the County will retain the firm and enter into a written contract with it. If an agreement cannot be negotiated with the selected firm, the County will then enter into negotiations with the next most qualified firm. This procedure will continue until agreement is reached and a contract is produced. If the County cannot negotiate an agreement, the procedure will be terminated.

Section 5. Selection Committee

Because of the diversity of the departments and activities of the County, the Jefferson County Commissioners' Court will appoint the selection committee for this Request for Qualifications. The Purchasing Agent may appoint a chairperson and no less than two other members for the committee. Typically, the committee will consist of at least one elected official, one professional in the task required, a person knowledgeable about procurement practices, and either a representative of the department requesting the project, or the department executing the project. However, this structure is not binding. Other members may be appointed as necessary and appropriate, but the total number of persons on the selection committee shall not exceed five persons. Committee appointments shall be in writing and shall briefly describe the scope of the project and, if necessary, the primary disciplines

required to accomplish the project, in order to assist the committee in developing a list of firms that might best accomplish the work required. Committee membership and project requirements will vary from project to project; therefore, a firm rated number one for one project could very well not even be rated for another.

Section 6. Laws and Regulations

The selected Engineering Firm(s)/Individual(s) must comply with all laws, ordinances, and rules and regulations which govern the work specified in this contract.

Section 7. Insurance

The contractor (including any and all subcontractors as defined in Section 8.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below.

Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

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

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

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

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations	$1,000,000
Excess Liability	$1,000,000

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation	Statutory Coverage (See Section 8 Below)

Section 8. Workers' Compensation Insurance

8.1 Definitions:

8.1.1 **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.

8.1.2 **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.

8.1.3 **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.

8.2 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.

8.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 7 above.

8.4 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.

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

8.5.1 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

8.5.2 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.

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

8.7 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.

8.8 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.

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

8.9.1 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.

8.9.2 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.

8.9.3 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.

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

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

8.9.4.2 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.

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

8.9.6 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

8.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 8.1. – 8.7., with the certificates of coverage to be provided to the person for whom they are providing services.

8.10 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.

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

Section 9. Confidential/Proprietary Information

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

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

Section 10. Terms and Conditions

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

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

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

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

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

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

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

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

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

• a sponsored research contract of an institution of higher education

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

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

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

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

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

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

7. Minority-Women Business Enterprise Participation

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

Section 11. Tentative Schedule of Events

May 18, 2021	Issuance of Request for Statements of Qualification
June 16, 2021	Deadline Submission (late responses will not be considered)
Week of June 21st	Responses distributed to Evaluation Committee
Week of June 28th	Evaluation Committee Convenes to Tabulate Scoring and Determines Short List
Week of July 13th	Recommendation for Award/Contract Execution

Section 12. Rating Criteria

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

a.	**Experience**	**Maximum Points = 40**
b.	**Work Performance/References**	**Maximum Points = 40**
c.	**Capacity to Perform**	**Maximum Points = 20**

For this RFQ, Respondent's qualifications will be evaluated and the most qualified Respondent will be selected, subject to negotiation of fair and reasonable compensation.

- For costs of engineering (A/E) professional services that will exceed $50,000, negotiations, including profit as a percentage of the price of the contract, must occur after the initial selection of the engineer or architect as price cannot be used as a selection factor. (See 2 CFR 200.320(d)(5) and Texas Government Code § 2254.004) Upon the initial selection of the Respondent based on its demonstrated competence and qualifications to perform such services, the Respondent must disclose and certify the percentage of profit as a separate element of the price of the contract during its negotiations with the Grant Recipient to determine fair and reasonable compensation.

Section 13. Submission Requirements

Respondents are responsible for submitting:

One (1) original and (5) five response copies; with all copies to include a completed copy of this specifications packet, in its entirety.

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

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

Responses shall be mailed or delivered to:

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

All submissions must be received by 11:00 am CT, Wednesday, June 16, 2021

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

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

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

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

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

There will NOT be a Pre-Submittal Conference for this RFQ.

Deadline for Questions: In the event your firm desires additional information, Jefferson County will endeavor to provide such information; however, Jefferson County will not be responsible for any delay resulting in the respondent's inability to meet the deadline for submission of the Statement of Qualifications.

Interested parties may provide written questions to Jamey West, Assistant Purchasing Agent at: jwest@co.jefferson.tx.us.

Question responses will be made available as soon as possible and posted as addendum(s) to the on the Jefferson County Purchasing Department's website.

The deadline for asking questions in writing or requesting additional information (in writing) is 5:00 pm, Friday, June 11, 2021.

Courthouse Security: Respondents are advised that all visitors to the Courthouse must pass through Security. Respondents 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.

In response to the Covid-19 pandemic, Jefferson County has implemented precautionary measures recommended by the CDC within its facilities. At times, these precautions may slow entry into the courthouse. Respondents are strongly urged to plan accordingly.

County Holidays – 2021:

May 31, 2021	Memorial Day	Monday
July 5, 2021	Independence Day	Monday
September 6, 2021	Labor Day	Monday
November 11, 2021	Veteran's Day	Thursday
November 25 & 26, 2021	Thanksgiving	Thursday & Friday
December 23 & 24, 2021	Christmas	Thursday & Friday
December 31, 2021	New Year's	Friday

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

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

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

Professional Engineering Services Rating Sheet

Grant Recipient Jefferson County, Texas
CDBG Contract No._____
Name of Respondent _____
Date of Rating _____
Evaluator's Name _____
Evaluator's Signature:_____

Experience -- Rate the Respondent of the Request for Qualifications (RFQ) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent.

Experience

	Factors	Maximum Points	SCORE
1.	Related Experience / Background with federally funded projects	5	_____
2.	Related Experience / Background with specific project type (Federally-Funded Drainage Projects)	5	_____
3.	Related experience/background with specific services (Professional Engineering Services for Drainage Projects)	20	_____
4.	References from current/past clients	10	_____
	Subtotal, Experience	**40 possible points**	_____ **TOTAL**

Work Performance

	Factors	Maximum Points	SCORE
1.	Past client projects completed on schedule	20	_____
2.	Work product is consistently of high quality with low level of errors	20	_____
	Subtotal, Performance	**40 possible points**	_____ **TOTAL**

Capacity to Perform

	Factors	Maximum Points	SCORE
1.	Qualifications/Experience of Staff	5	_____
2.	Present and Projected Workloads	5	_____
3.	Quality of Response	5	_____
4.	Demonstrated understanding of scope of the project	5	_____
	Subtotal, Capacity to Perform	**20 possible points**	_____ **TOTAL**

SAMPLE

Professional Engineering Services Rating Sheet
(CONTINUED)

EVALUATOR: _____

TOTAL SCORE

	Factors	Maximum Points	SCORE
☐	Experience	40	_____
☐	Work Performance	40	_____
☐	Capacity to Perform	20	_____
		100	
	Total Score_____	**MAXIMUM POINTS**	_____

SAMPLE

Respondent Information Form

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

RFQ Number & Name:

Request for Statements of Qualification (RFQ 21-016/JW)

Professional Engineering Services for Mayhaw Bayou Drainage Study Update Community Development Block Grant Disaster Recovery (CDBG-DR) Program Project for Jefferson County

Respondent's Company/Business Name: _____

Respondent's TAX ID Number: _____

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

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

Fax Number (with area code):_____

Email Address: _____

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

_____
Address

_____
City, State, Zip Code

Respondent Shall Return Completed Form with Offer.

Vendor Reference Number One: Questionnaire Form

Respondent: Please have reference complete & sign this questionnaire form.
A total of (3) completed forms are to be submitted with your response to this RFQ.

Reference Information:

Government Entity/Company Name: _____

Address:_____
Street/PO *City* *State* *Zip*

Reference Contact Person & Title:_____

Phone: (_____)_____ **Alt. Phone**: (_____)_____ **Fax**: (_____)_____

Email Address:_____

Reference Contact Person's Signature:_____ **Date**:_____

1. Briefly Describe the work the contractor performed for your office/company/firm:

_____

_____

2. How well did the contractor adhere to the agreed upon schedule?

_____

_____

3. How would you rate the contractor's quality of work?

_____

_____

4. How would you rate the contractor's use of adequate personnel in quantity, experience, and profession?

_____

_____

5. How would you rate the contactor's use of appropriate engineering/project management methods?

_____

Respondent Shall Return Completed Form with Offer.

Vendor Reference Number Two: Questionnaire Form

Respondent: Please have reference complete & sign this questionnaire form.
A total of (3) completed forms are to be submitted with your response to this RFQ.

Reference Information:

Government Entity/Company Name: _____

Address:_____
Street/PO *City* *State* *Zip*

Reference Contact Person & Title:_____

Phone: (_____)_____ **Alt. Phone**: (_____)_____ **Fax**: (_____)_____

Email Address:_____

Reference Contact Person's Signature:_____ **Date**:_____

1. Briefly Describe the work the contractor performed for your office/company/firm:

_____

_____

2. How well did the contractor adhere to the agreed upon schedule?

_____

_____

3. How would you rate the contractor's quality of work?

_____

_____

4. How would you rate the contractor's use of adequate personnel in quantity, experience, and profession?

_____

_____

5. How would you rate the contactor's use of appropriate engineering/project management methods?

_____

_____

Respondent Shall Return Completed Form with Offer.

Vendor Reference Number Three: Questionnaire Form

Respondent: Please have reference complete & sign this questionnaire form.
A total of (3) completed forms are to be submitted with your response to this RFQ.

Reference Information:

Government Entity/Company Name: _____

Address:_____
Street/PO *City* *State* *Zip*

Reference Contact Person & Title:_____

Phone: (_____)_____ **Alt. Phone**: (_____)_____ **Fax**: (_____)_____

Email Address:_____

Reference Contact Person's Signature:_____ **Date**:_____

1. Briefly Describe the work the contractor performed for your office/company/firm:

_____

_____

2. How well did the contractor adhere to the agreed upon schedule?

_____

_____

3. How would you rate the contractor's quality of work?

_____

_____

4. How would you rate the contractor's use of adequate personnel in quantity, experience, and profession?

_____

_____

5. How would you rate the contactor's use of appropriate engineering/project management methods?

_____

Respondent Shall Return Completed Form with Offer.

CONTRACT

PROFESSIONAL ENGINEERING SERVICES

PART I

AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, by and between the COUNTY OF Jefferson, Texas hereinafter called the "County", acting herein by _____ here unto duly authorized, and _____ hereinafter called "the Contractor", acting herein by _____.

WITNESSETH THAT:

WHEREAS, the County of Jefferson, Texas desires to implement/complete the following:

Mayhaw Bayou Drainage Study Update under the general direction of the Texas General Land Office. Whereas the County desires to engage_____ to render certain Engineering Services in connection with this Community Development Block Grant – Disaster Recovery Program , Contract Number _____.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services

   The Contractor will perform the services set out in Part II, Scope of Services.

2. Time of Performance - The services of the Contractor shall commence on _____. In any event, all of the services required and performed hereunder shall be completed no later than _____.

3. Local Program Liaison - For purposes of this Contract, The Jefferson County Judge or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Contractor. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

4. Access to Records – The Texas General Land Office, The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas Department of Agriculture (TDA), and the County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the Engineering Services award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the County's Engineering Services contract with _____.

5. Retention of Records - The Contractor shall retain all required records for three years after the County makes its final payment and all pending matters are closed.

6. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed $_____. Payment to the Contractor shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.

7. Indemnification – The Contractor shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the County and its agency members from and against any and all claims, costs, suits, and damages, including attorneys' fees, arising out of the Contractor's performance or nonperformance of the activities, services or subject matter called for in this agreement or in connection with the management and administration of the GLO contract, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

8. Miscellaneous Provisions

   a. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Jefferson County, Texas.

SAMPLE

b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement.

9. Extent of Agreement

This Agreement, which includes Parts I-IV, [*and if applicable,* including the following exhibits/attachments: represents the entire and integrated agreement between the County and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both County and Contractor.

The executed agreement documents shall consist of the following components:

a. This Agreement (pgs. 1-3)
b. Addenda
c. Request for Statement of Qualifications (RFQ) in its entirety
e. Signed Copy of RFQ
f. General Conditions
g. Special Conditions
h. [Add any applicable documents]

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

BY: _____

(Local County Official)

_____

(Printed Name)

_____

(Title)

BY: _____

(Contractor's Authorized Representative)

_____

(Printed Name)

_____

(Title)

SAMPLE

PART II

SCOPE OF SERVICES

The Contractor shall provide the following scope of services:

Awarded firms shall be responsible for the performance of all required Engineering Services as described within the bid specifications, addenda, and appendices for this project. All submitted responses shall be for principal firms and may include subcontractors.

A description of services that may be utilized under this RFQ includes <u>but is not limited to:</u>

- Conduct a drainage study to assess the downstream effects of culvert crossings located at IH-10 and Ditch M400 and Ditch M400A, lateral of Mayhaw Bayou. This study will update relevant portions of the County's Master Drainage Study, including hydrologic and hydraulic models for the study area to the downstream limit of Highway 73.

- Other special services deemed necessary for the completion of services as described with the RFQ specifications in their entirety

<u>Additional Services (as directed by the County):</u>

Court appearances

Any other task necessary to complete the objectives of the CDBG-DR/GLO Program.

SAMPLE

PART III
PAYMENT SCHEDULE

County shall reimburse (Contractor) for Engineering Services provided and as described within this contract document and bid specifications, as follows:

T.B.D.

SAMPLE

PART IV
TERMS AND CONDITIONS

1. **Termination for Cause.** If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the County shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the County, be turned over to the County and become the property of the County. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

   Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor, and the County may set-off the damages it incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor.

2. **Termination for Convenience of the County.** County may at any time and for any reason terminate Contractor's services and work at County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

   [Parties should include the manner by which such termination will be affected and the basis for settlement or any other terms and conditions concerning payment upon such termination.]

3. **Changes.** The County may, from time to time, request changes in the services the Contractor will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Contractor's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.

4. **Resolution of Program Non-Compliance and Disallowed Costs.** In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or Texas General Land Office Community Development Block Grant-Disaster Relief program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally.

   If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

SAMPLE

5. **Personnel.**
   a. The Contractor represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.
   b. All of the services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
   c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. **Assignability.** The Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County thereto; Provided, however, that claims for money by the Contractor from the County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County.

7. **Reports and Information.** The Contractor, at such times and in such forms as the County may require, shall furnish the County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

8. **Records and Audits.** The Contractor shall insure that the County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. County shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.

   a. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Contractor under this contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the County.

   b. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

   c. Compliance with Local Laws. The Contractor shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Contractor shall save the County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

9. Conflicts of Interest.

   a. Governing Body. No member of the governing body of the County and no other officer, employee, or agent of the County, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of the GLO award between GLO and the County shall have any personal financial interest, direct or

SAMPLE

indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.

b. Other Local Public Officials. No other public official who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the Engineering Services award between _____ and the County shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.

c. Contractor and Employees. The Contractor warrants and represents that it has no conflict of interest associated with the Engineering Services award between _____ and the County or this Agreement. The Contractor further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the GLO award between GLO and the County or in any business, entity, organization or person that may benefit from the award. The Contractor further agrees that it will not employ an individual with a conflict of interest as described herein.

10. Debarment and Suspension (Executive Orders 12549 and 12689). The Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor. The Contractor understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

Federal Civil Rights Compliance.

11. Equal Opportunity Clause (applicable to federally assisted construction contracts and subcontracts over $10,000).

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

a. 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.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. The Contractor will not discourage 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

SAMPLE

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.

d. 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.

e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.

f. 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.

g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions 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.

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

12. **Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.**

13. **Section 109 of the Housing and Community Development Act of 1974.** The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

SAMPLE

14. **Section 504 Rehabilitation Act of 1973, as amended.** The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.

15. **Age Discrimination Act of 1975**. The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

[If this Contract is greater than $100,000, include the following Section 3 language:]

16. **Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.**

a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

c. The Contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

e. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

SAMPLE

g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

SAMPLE

SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION

RESPONDENT INSTRUCTIONS:

INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT REGISTRATION BEHIND THIS PAGE.

(For additional information, please see Section 11, Item 5, Page 9.)

CERTIFICATE OF INSURANCE

RESPONDENT INSTRUCTIONS:

INSERT COPY OF CERTIFICATE OF INSURANCE HERE.

UPON AWARD, THE AWARDED RESPONDENT WILL BE REQUIRED TO SUBMIT A CERTIFICATE OF INSURANCE THAT NAMES JEFFERSON COUNTY AS AN "ADDITIONAL INSURED."

(For additional information, please see Sections 7 & 8, Page 6-8)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** ☐

6 **UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

Must file online at www.ethics.state.tx.us/File

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

_____
Company Name

_____
Address

_____
City State Zip

_____
Signature of Person Authorized to Sign

_____
Printed Name

_____
Title

For clarification of this offer, contact:

_____
Name

_____
Phone Fax

_____
E-mail

Respondent Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items:

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. (21-016/JW) Professional Engineering Services for Mayhaw Bayou Drainage Study Update Community Development Block Grant Disaster Recovery (CDBG-DR) Program Project for Jefferson County.

The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

<u>Respondent</u>: Return This Form With Response Submission.

Signature Page

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

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

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

<u>Respondent</u>: Return This Form With Response Submission.

House Bill 89 Verification

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

1. Does not boycott Israel currently; and

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

Pursuant to Section 2270.001, Texas Government Code:

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

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

_____
Signature of Company Representative

_____
Date

On this _____ day of _____, 20____, personally appeared

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

Notary Seal

_____
Notary Signature

_____
Date

<u>Respondent</u>: Return This Form With Response Submission.

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

A1002

Section 3 Policy

In accordance with 12 U.S.C. 1701u the County of Jefferson agrees to implement the following steps, which, to *the greatest extent feasible*, will provide job training, employment and contracting opportunities for Section 3 residents and Section 3 businesses of the areas in which the program/project is being carried out.

A. Introduce and pass a resolution adopting this plan as a policy to strive to attain goals for compliance to Section 3 regulations by increasing opportunities for employment and contracting for Section 3 residents and businesses.

B. Assign duties related to implementation of this plan to the designated Civil Rights Officer.

C. Notify Section 3 residents and business concerns of potential new employment and contracting opportunities as they are triggered by TxCDBG grant awards through the use of: Public Hearings and related advertisements; public notices; bidding advertisements and bid documents; notification to local business organizations such as the Chamber(s) of Commerce or the Urban League; local advertising media including public signage; project area committees and citizen advisory boards; local HUD offices; regional planning agencies; and all other appropriate referral sources. Include Section 3 clauses in all covered solicitations and contracts.

D. Maintain a list of those businesses that have identified themselves as Section 3 businesses for utilization in TxCDBG funded procurements, notify those businesses of pending contractual opportunities, and make this list available for general Grant Recipient procurement needs.

E. Maintain a list of those persons who have identified themselves as Section 3 residents and contact those persons when hiring/training opportunities are available through either the Grant Recipient or contractors.

F. Require that all Prime contractors and subcontractors with contracts over $100,000 commit to this plan as part of their contract work. Monitor the contractors' performance with respect to meeting Section 3 requirements and require that they submit reports as may be required by HUD or TDA to the Grant Recipient.

G. Submit reports as required by HUD or TDA regarding contracting with Section 3 businesses and/or employment as they occur; and submit reports within 20 days of the federal fiscal year end (by October 20) which identify and quantify Section 3 businesses and employees.

H. Maintain records, including copies of correspondence, memoranda, etc., which document all actions taken to comply with Section 3 regulations.

As officer and representative of Jefferson County, I the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

Signature

JEFF R. BRANICK,
COUNTY JUDGE

Date: 02-13-2017

09/01/2016

A1001

Equal Opportunity Guidelines for Construction Contractors

1. **What are the responsibilities of the offeror or bidder to ensure equal employment opportunity?**
   For contracts over $ 10,000, the offeror or bidder must comply with the "Equal Opportunity Clause" and the "Standard Federal Equal Opportunity Construction Contract Specifications."
2. **Are construction contractors required to ensure a legal working environment for all employees?**
   Yes, it is the construction contractor's responsibility to provide an environment free of harassment, intimidation, and coercion to all employees and to notify all foremen and supervisors to carry out this obligation, with specific attention to minority or female individuals.
3. **To alleviate developing separate facilities for men and women on all sites, can a construction contractor place all women employees on one site?**
   No, two or more women should be assigned to each site when possible.
4. **Are construction contractors required to make special outreach efforts to Section 3 or minority and female recruitment sources?**
   Yes, construction contractors must establish a current list of Section 3, minority and female recruitment sources. Notification of employment opportunities, including the availability of on-the-job training and apprenticeship programs, should be given to these sources. The efforts of the construction contractors should be kept in file.
5. **Should records be maintained on the number of Section 3 residents, minority and females applying for positions with construction contractors?**
   Yes, records must be maintained to include a current list of names, addresses and telephone numbers of all Section 3, minority and female applicants. The documentation should also include the results of the applications submitted.
6. **What happens if a woman or minority is sent to the union by the Contractor and is not referred back to the Contractor for employment?**
   If the unions impede the construction contractor's responsibility to provide equal employment opportunity, a written notice should be submitted to TDA.
7. **What efforts are made by construction contractors to create entry-level positions for Section 3 residents, women and minorities?**
   Construction contractors are required to develop on-the-job training programs, or participate in training programs, especially those funded by the Department of Labor, to create positions for Section 3 residents, women and minorities and to meet employment needs.
8. **Are any efforts made by the Contractor to publicize their Equal Employment Opportunity (EEO) policy?**
   Yes, the construction contractor is responsible for notifying unions and sources of training programs of their equal employment opportunity policy. Unions should be requested to cooperate in the effort of equal opportunity. The policy should be included in any appropriate manuals, or collective bargaining agreements. The construction contractor is encouraged to publicize the equal employment opportunity policy in the company newspaper and annual report. The Contractor is also responsible to include the EEO policy in all media advertisement.

JEFFERSON COUNTY
SECTION 3 UTILIZATION PLAN & STATEMENT OF COMPLIANCE

CONTRACTOR INFORMATION					
Business Name		Prime ☐	Sub ☐	**Certified Section 3 Business Concern**	☐ Yes ☐ No
Business Address				**Business Email**	
Project Title / Project #				**Contract Amount**	$

PART I: SECTION 3 REQUIREMENTS

Section 3 is a provision of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, be directed to low- and very low-income persons. Good faith efforts toward reaching Section 3 numeric goals are not optional, and the requirements of Section 3 apply to both Contractors and subcontractors.

Section 3 is triggered when HUD-funded construction and rehabilitation projects in excess of $100,000 create the need for new employment, subcontracting, or training opportunities. **If a prime Contractor anticipates using subcontractors, each subcontractor with an anticipated contract value in excess of $100,000 is also required to submit a separate Section 3 Utilization Plan & Statement of Compliance**. If contract will not exceed $100,000 or does not result in new employment, subcontracting, or training opportunities, then Section 3 is not triggered, and this form is not required.

- **Section 3 Hiring**

Section 3 Hiring requirements are triggered by the need for new hires in the completion of a Section 3 covered contract. The Section 3 Hiring goals under 24 CFR 135.30(b)(2) require that Contractors and subcontractors commit to employ Section 3 Residents[1] as 30% of the aggregate number of full-time new hires.

- **Section 3 Subcontracting**

Section 3 Subcontracting requirements are triggered by the need for subcontracts in the completion of a Section 3 covered contract. The Section 3 Subcontracting goals under 24 CFR 135.30(c) require Contractors and subcontractors to make the effort to award contracts, to the greatest extent feasible, to Section 3 Business Concerns[2] as follows:

  - Building Trades Contracts (construction): At least 10% of the total dollar amount of all Section 3 covered contracts for building trades work arising in connection with construction projects.
  - Other Contracts (non-construction): At least 3% of the total dollar amount of all other Section 3 covered contracts. This might include professional service contracts such as architectural, engineering, or legal services related to construction or rehabilitation projects.

PART II: SECTION 3 TRIGGER

☐ I do not anticipate hiring any new permanent, temporary, or seasonal employees on this contract.

☐ I do not anticipate subcontracting any portion of the work on this contract.

IF CONTRACTOR *DOES NOT* ANTICIPATE THE NEED FOR ANY HIRING OR SUBCONTRACTING, BOTH BOXES MUST BE CHECKED ABOVE AND CONTRACTOR SHOULD SKIP TO *PART VIII: STATEMENT OF COMPLIANCE* ON THE FINAL PAGE

[1] A "Section 3 resident" is a public housing resident or individual who resides in Jefferson County and who is a low- or very low-income person (defined as families whose incomes do not exceed 80% of the median income for the area). Please refer to the HUD Income Limits for more information.

[2] A "Section 3 Business Concern" is a business: 1) That is 51 percent or more owned by Section 3 Resident; 2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents; or 3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontractors to be awarded to Section 3 Business Concerns.

IF CONTRACTOR OR SUBCONTRACTOR *DOES* ANTICIPATE THE NEED TO CONDUCT ANY HIRING OR SUBCONTRACTING, THE SECTIONS BELOW MUST BE COMPLETED

PART III: HIRING PLAN & COMMITMENT

Contractors and subcontractors awarded Section 3 covered contracts with an anticipated contract value in excess of $100,000 and who will need to make additional hires to complete the contract must demonstrate compliance by committing to employ Section 3 residents as 30% of the aggregate number of new hires. Contractors and subcontractors are required to fill out this section in its entirety and must list all anticipated employment positions for this contract.

If awarded a contract, Contractor is required to provide an updated listing of its workforce for the project, which shall be subject to approval by Jefferson County. Any changes to that workforce during the contract will constitute new hires. Contractor is hereby informed that it must notify Jefferson County of any new hire opportunities that arise during the life of the contract. NOTE: If hiring is anticipated and this section is not completed, Contractor may be deemed non-compliant.

HIRING PLAN				
Column 1	**Column 2**	**Column 3**	**Column 4**	**Column 5**
Job Titles	**Total # of Employees Needed for each Job Title**	**Total # of Employees Currently Employed at each Job Title**	**Total # of New Hires Needed for each Job Title**	**Total # of New Hires Expected to be Section 3 Residents**
List all Job Titles that are needed to complete the entire scope of work under the contract.	*List how many employees are needed for the contract under each Job Title.*	*List how many employees are currently employed under each Job Title who are anticipated to work on the contract.*	*List how many of these positions are currently open and will need to be filled under the contract.*	*List the number of Section 3 hires you will commit to for each position.*
Example: Laborer	*8*	*5*	*3*	*1*

Use an additional sheet if required

Based on the table above, outline the total number of new hires needed and percentage of new hires that will be Section 3 Residents:

HIRING COMMITMENT	
Total Number of New Hires Needed (Total of Column 4)	
Percentage of New Hires that will be Section 3 (Total of Column 5 ÷ Total of Column 4 × 100 = % of New Hires)	

PART IV: SUBCONTRACTING PLAN & COMMITMENT

Contractors and subcontractors awarded Section 3 covered contracts with an anticipated contract value in excess of $100,000 and who will need to subcontract any aspect of the contract must comply with Section 3 subcontracting requirements. Contractors and subcontractors must demonstrate compliance by providing at least 10% of construction-related and at least 3% of non-construction related contract opportunities to Section 3 Businesses. Contractors and subcontractors must complete the Subcontracting Plan below by listing all proposed subcontractors and amounts.

If the Contractor completing this form, or any of its subcontractors, qualifies as a Section 3 Business Concern, the associated **Section 3 Business Concern Self-Certification** form must be completed and attached to this Plan for each Contractor and/or subcontractor.

NOTE: If subcontracting is anticipated and this section is not completed, Contractor's submission may be deemed non- compliant.

SUBCONTRACTING PLAN				
Subcontractor Name	**Work to be performed (Building trade or Other)**	**Section 3 Business?**	**Contract Amount**	**% of Total Contract**
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		A. Yes ☐ No		
		1. Yes ☐ No		

Use an additional sheet if required

Based on the table above, outline the total dollar value and percentage of contracts that will be subcontracted to Section 3 Business Concerns.

SUBCONTRACTING COMMITMENT	
Total Amount to be Subcontracted to Section 3 Business Concerns	**$**
Percentage of Total Value of Contract to be Subcontracted to Section 3 Business Concerns	**%**

PART V. CONTRACTOR RESPONSIBILITIES

Contractors, and subcontractors when applicable, must actively facilitate compliance with Section 3 by directing hiring, training, and subcontracting opportunities to Section 3 Residents and Section 3 Business Concerns to the greatest extent feasible. Following the "typical" procedures for hiring or subcontracting is not sufficient for compliance with Section 3.

☐ **Efforts "To the Greatest Extent Feasible"**

Contractors and subcontractors will have fulfilled their responsibility when they can provide evidence that extra or additional efforts were made, which may include, but are not limited to the following:

- Advertising the employment or subcontracting opportunities in a local community newspaper or a newspaper of general circulation.
- Publicizing the employment or subcontracting opportunities by posting flyers at local community centers, Housing Authorities, HUD-housing developments, or transitional housing.
- Contacting homeless service agencies or community organizations in HUD-assisted neighborhoods to request the assistance of these organizations in notifying Section 3 Residents of the training and employment opportunities.
- Contacting the local workforce development board, business assistance agencies, local chambers of commerce, community colleges, business development organizations, and other community development advocates and organizations to advertise employment and subcontracting opportunities.
- Posting hiring or subcontracting opportunities on job sites. Posters or signs must provide contact information for the Contractor and a brief description on how to apply or obtain additional information.
- Holding job informational meetings for residents and Contractors.
- Outreach to Section 3 Business Concerns, providing the firms with notice of subcontracting opportunities.
- Prior to engaging subcontractors for a project, making efforts to contract with Section 3 Business Concerns.

Contractors who have been found to have completed the hiring process or who have engaged subcontractors without adhering to the necessary Section 3 regulations, or without notifying Jefferson County, may be found in default of their contract and subject to penalties.

☐ **Changes**

If Contractors' or subcontractors' hiring or subcontracting needs change, or if the scope of work changes at any point during the contract, the Jefferson County compliance monitor must be notified. Any changes to the Section 3 Utilization Plan must be approved by Jefferson County via an amended Section 3 Utilization Plan, when applicable.

☐ **Documentation & Reports**

Contractors and subcontractors are responsible for documenting actions taken to comply with Section 3 requirements, including all results and impediments. Contractors and subcontractors that fail to meet the minimum numerical goals bear the burden of demonstrating why it was not feasible. Such justifications must describe the efforts that were taken, barriers encountered, and other relevant information. Contractors must maintain on file all records, and backup documentation, related to efforts to comply with Section 3 hiring and subcontracting requirements for seven (7) years after receiving final payment and after all other pending matters have been closed. Documentation and records may include, but are not limited to printed advertisements (newspapers, trade publications, and etc.), job postings, mailouts, notices, flyers, publications, etc., in connection with this contract. Contractor must, upon request, provide such records to Jefferson County, its staff, or its designees.

Contractors and subcontractors must submit reports on its Section 3 compliance status and its efforts regarding Section 3 implementation using the Jefferson County prescribed processes, reporting methods, and form(s). Reports may require information on Contractor's actual Section 3 hiring and subcontracting activity, listing of new hires, employee data, copies of executed contracts, and any relevant documentation. Contractor must provide reports in the frequency required by Jefferson County.

PART VI: OTHER ECONOMIC OPPORTUNITIES

In the event Contractor, or subcontractor when applicable, is unable to meet the hiring and/or subcontracting requirements, or can demonstrate that it has attempted, to the greatest extent feasible, to comply with the Section 3 requirements, Contractor may propose "Other Economic Opportunities". These opportunities may be exercised only with prior Jefferson County approval and satisfactory documentation explaining why hiring or subcontracting requirements could not be fulfilled.

Contractors proposing Other Economic Opportunities must submit a detailed written narrative to Jefferson County for review and approval. Examples of Other Economic Opportunities may include:

- Scholarships for Section 3 Residents
- Sponsoring the enrollment of Section 3 Residents into training or apprenticeship programs
- Providing training programs for Section 3 Residents
- Providing mentorship programs for Section 3 Residents
- Providing paid internships for Section 3 Residents
- Providing Section 3 Business Concerns with tools to enable them to successfully compete for contract opportunities, such as bonding and insurance assistance
- A combination of Other Economic Opportunities as approved by Jefferson County.

Other Economic Opportunities are subject to verification and approval by Jefferson County. Contractors interested in providing Other Economic Opportunities as a means to comply with Section 3 requirements are encouraged to review 24 CFR 135.40 for more detail.

PART VII: COMPLIANCE CURE PROCESS AND SANCTIONS

Noncompliance with Section 3 means failure by Contractors or subcontractors to comply with the requirements of Section 3 and Jefferson County's Section 3 Policy. Once the Section 3 requirement has been triggered, Contractors and subcontractors are required to comply with hiring and/or subcontracting efforts from award through contract conclusion. Contractors and subcontractors must comply with efforts identified in their Section 3 Utilization Plan & Statement of Compliance, which must be approved by Jefferson County, or must demonstrate why compliance is infeasible.

Jefferson County may, at its discretion, execute the following remedies for noncompliance:

☐ Based on the first observation or report of noncompliance with Section 3, the Contractor or subcontractor will be sent a written notice informing them of their specific deficiencies and the means by which these deficiencies may be corrected.

☐ The Contractor or subcontractor shall have up to 30 days, at the County's discretion, to remedy any deficiencies and achieve compliance, or provide written justification, in the format required by Jefferson County, on why it is unable to comply.

☐ Should the Contractor fail to achieve compliance or provide sufficient justification within the required timeframe, Jefferson County may elect to terminate the contract.

☐ Continuing failure or refusal by the Contractor or subcontractor to comply with the regulations of Section 3 may result in the application of sanctions, which may include termination of the contract for default, and debarment, suspension, or denial of future HUD-assisted contracts.

☐ Noncompliance may be reported to the HUD local field office.

Additional information on compliance with Section 3 may be found under 24 CFR 135 and in the Jefferson County Section 3 Policy.

PART VIII: STATEMENT OF COMPLIANCE

I understand the responsibilities under Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. § 1701u and 24 CFR 135.1 – 24 CFR 135.92, and hereby agree to perform my duties in full compliance with these statutory provisions and in accordance with the contract. I agree to incorporate the full Section 3 Clause directly into all contracts and subcontracts and to pass through these requirements to my subcontractors and third-party Contractors who will perform work on or are relevant to this contract, as applicable. I understand that noncompliance with the Section 3 regulations and this Section 3 Utilization Plan & Statement of Compliance may result in Jefferson County and/or HUD implementing appropriate sanctions including termination of this contract for default, and debarment, suspension, or denial of future HUD-assisted contracts.

I verify that any vacant employment positions, including training positions, shall not be filled to circumvent my obligations under 24 CFR Part 135. I further verify that any subcontracting opportunities under this contract shall not be executed so as to circumvent my obligations under 24 CFR Part 135.

I understand that the information contained in this Section 3 Utilization Plan may require verification and I agree to provide additional documents verifying this information if requested.

I hereby certify under penalty of perjury that the foregoing is true and correct. I understand that providing false representation herein constitutes an act of fraud. False, misleading, or inaccurate information may result in disqualification or debarment as a Contractor for Jefferson County.

_____ _____

Business Name Name of Authorized Officer

_____ _____

Signature Date

_____

NAME OF NOTARY (PRINT OR TYPE)

STATE OF: _____ COUNTY OF: _____ ON THIS

_____ DAY OF _____ 20___ BEFORE ME APPEARED _____

TO ME PERSONALLY KNOWN WHO, BEING DULY SWORN, DID EXECUTE THE FOREGOING AFFIDAVIT, AND DID STATE THAT HE OR SHE WAS PROPERLY AUTHORIZED BY THE PRIME CONTRACTOR TO EXECUTE THIS AFFIDAVIT AND DID SO AS HIS OR HER FREE ACT AND DEED.

NOTARY PUBLIC: _____ {SEAL}

COMMISSION EXPIRES: _____

INTERNAL JEFFERSON COUNTY APPROVAL: _____

Compliance Monitor Signature **Date**

JEFFERSON COUNTY
SECTION 3 BUSINESS CONCERN SELF-CERTIFICATION FORM

Business Name:	**Business Principal Name:**	
Address:	**City:**	**Zip Code:**
Email:	**Phone #:**	
Type of Business Entity: ☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture		

Section 3 Business Criteria: A business is eligible for Section 3 Business status if it meets any one of the following criteria.

Check all that apply:

☐ My business is 51 percent or more owned by a Section 3 resident or residents;

☐ Thirty percent or more of my permanent, full-time employees are Section 3 residents; or within three years of the date of first employment with the business concern were Section 3 residents; or

☐ I can provide evidence of a commitment to subcontract in excess of 25 percent of the amount of all subcontracts to Section 3 businesses: (a) that are 51 percent or more owned by public housing residents or (b) that has 30 percent or more of their permanent, full-time employees as public housing residents.

Appropriate documentation must be attached as evidence of Section 3 eligibility (As defined by 24 CFR 135.5)

Business Concerns claiming status as a Section 3 Resident-owned enterprise must submit the following:

☐ Section 3 Resident Self-Certification Form verifying Section 3 Resident status of owner(s)

Additional evidence and supporting documentation may be required, including but not limited to proof of Public Housing Assistance (PHA) lease, evidence of participation in other public program(s), Housing Assistance Payment Contract (HAP) Award or benefit notification letter, proof of other public assistance, etc.)

Business Concerns claiming Section 3 status by claiming at least 30 percent of their workforce are Section 3 Residents must submit all of the following documents:

☐ List of all current full-time employees ☐ List of all current employees certified as Section 3 Residents

☐ Evidence of employee Section 3 resident status (including Section 3 Resident Self-Certification forms)

☐ Evidence of employee Section 3 Resident status less than 3 years from date of employment

Business Concerns claiming Section 3 status by subcontracting 25 percent of the dollar awarded to qualified Section 3 Business Concern(s) must submit all of the following documents:

☐ List of subcontracted Section 3 Business Concern(s), contact information, and subcontract dollar amounts

☐ Evidence of subcontractors Section 3 Business Concern status (including Section 3 Business Self-Certification forms)

I understand that the information above may require verification and I agree to provide additional documents verifying this information if requested. I hereby certify under penalty of perjury that the foregoing is true and correct. I understand that providing false representation herein constitutes an act of fraud. False, misleading, or inaccurate information may result in disqualification or debarment as a Contractor for Jefferson County, which may be grounds for termination of contracts that resulted from this certification.

Print Name	Signature	Date

For County Use Only

Contract / Project:_____ **Department:**_____ **Date**: _____

Pursuant to 24 CFR 135.36(c), a Section 3 business concern seeking a contract shall submit to Jefferson County, its Contractors and/or subcontractors (as applicable), if requested, sufficient evidence to demonstrate that the Business Concern is responsible and has the ability to perform successfully under the terms and conditions of the proposed contract. The ability to perform successfully under the terms and conditions of the proposed contract is required of all Contractors subject to the procurement standards of 2 CFR 200.318(h) **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

GLO COMPLIANCE PACKAGE
GLO INFORMATION SECURITY APPENDIX

A. Definitions

"Breach of Security" or "Breach" means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of sensitive personal information including data that is encrypted if the person accessing the data has the key required to decrypt the data.

"Personal Identifying Information" or "PII" means information that alone, or in conjunction with other information, identifies an individual, as defined at Tex. Bus. & Com. Code § 521.002(1).

"Sensitive Personal Information" or "SPI" means the information categories listed at Tex. Bus. & Com. Code § 521.002(2).

B. Security and Privacy Compliance

a. Contractor shall keep all PII and SPI received or generated under the Contract and any documents related thereto strictly confidential.

b. Contractor shall comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations and directives.

c. Contractor shall implement administrative, physical, and technical safeguards to protect PII and SPI that are no less rigorous than accepted industry practices including, without limitation, the guidelines in the National Institute of Standards and Technology ("NIST") Cybersecurity Framework Version 1.1. All such safeguards shall comply with applicable data protection and privacy laws.

d. Jefferson County shall legally bind any Contractors and their subcontractors to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto. Contractor shall ensure that the requirements stated herein are imposed on Contractor's subcontractor(s).

e. Contractor will not share PII or SPI with any third parties, except as necessary for Contractor's performance under the Contract.

f. Contractor will ensure that initial privacy and security training, and annual training thereafter, is completed by its employees and Contractors, including any subcontractor, that have access to PII or SPI or who create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise personally handle PII or SPI on behalf of Jefferson County. Contractor agrees to maintain and, upon request, provide documentation of training completion.

g. Any PII or SPI maintained or stored by Contractor or any Contractor, including any subcontractor, must be stored on servers or other hardware located within the physical borders of the United States and shall not be accessed outside of the United States.

C. Data Ownership

a. The GLO shall retain full ownership of all data, including PII and SPI, provided to Contractor by Jefferson County or the GLO.

b. Upon termination of the Contract, Contractor shall promptly return to Jefferson County and/or the GLO all Jefferson County-owned or GLO-owned data possessed by Contractor and its employees, agents, or Contractors, including any subcontractor. Contractor shall retain no copies or back-up records of Jefferson County-owned or GLO-owned data. If such return is infeasible, as mutually determined by Jefferson County and the GLO and Contractor, the obligations set forth in this Appendix, with respect to Jefferson County-owned or GLO-owned data, shall survive termination of the Contract and Contractor shall limit any further use and disclosure of GLO Data to the purposes that make the return of Jefferson County-owned or GLO-owned data infeasible. In lieu of the requirements in this Section 3.2, Jefferson County or the GLO may direct Contractor to destroy any Jefferson County-owned or GLO-owned data in Contractor's possession. Any such destruction shall

be verified by Contractor and Jefferson County and/or the GLO.

D. Data Mining

a. Contractor agrees not to use PII or SPI for unrelated purposes, advertising or advertising-related services, or for any other purpose not explicitly authorized by Jefferson County in the Contract or any document related thereto.

b. Contractor agrees to take all reasonably feasible physical, technical, administrative, and procedural measures to ensure that no unauthorized use of PII or SPI occurs.

E. Breach of Security

a. Contractor agrees to provide Jefferson County and/or the GLO with the name and contact information for a Contractor employee which shall serve as the primary data security contact.

b. Upon discovery of a Breach of Security or suspected Breach of Security by the Contractor, Contractor agrees to notify Jefferson County as soon as possible upon discovery of the Breach of Security or suspected Breach of Security, but in no event shall notification occur later than 24 hours after discovery. Within 72 hours, Contractor agrees to provide, at minimum, a written preliminary report regarding the Breach or suspected Breach to Jefferson County with root cause analysis including a log detailing the data affected.

c. The initial notification and preliminary report shall be submitted to the GLO Information Security Officer at brandon.rogers@glo.texas.gov.

d. Contractor agrees to take all reasonable steps to immediately remedy a Breach of Security and prevent any further Breach of Security.

e. If the Breach of Security includes SPI, including Social Security Numbers, payment card information, or health information, Contractor agrees to provide affected individuals complimentary access for one (1) year of credit monitoring services.

F. Right to Audit

a. Upon the Jefferson County's request and to confirm Contractor's compliance with this Appendix, Contractor grants Jefferson County, or the GLO, permission to perform an assessment, audit, examination, investigation, or review of all controls in the Contractor's, or any of Contractor's Contractors, including any subcontractor's, physical and/or technical environment in relation to PII or SPI. Contractor agrees to fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure, and application software that stores, processes, or transports PII or SPI. In lieu of a Jefferson County or GLO- conducted assessment, audit, examination, investigation, or review, Contractor may supply, upon Jefferson County or GLO approval, the following reports: SSAE16, ISO/ICE 27001 Certification, FedRAMP Certification, and PCI Compliance Report. Contractor shall ensure that this clause concerning the Jefferson County and the GLO's authority to assess, audit, examine, investigate, or review is included in any subcontract it awards.

b. At the GLO's request, Contractor agrees to promptly and accurately complete a written information security questionnaire provided by Jefferson County or the GLO regarding Contractor's business practices and information technology environment in relation to GLO Data.

GLO COMPLIANCE PACKAGE
GLO CONTRACTOR PROPOSAL CERTIFICATION

GLO Contractor Proposal Certification	
Subrecipient: Jefferson County	**Contract Number:**
Contractor Name:	
Contractor Address:	**Phone:**

☐ I understand that I am responding to a contract opportunity which is funded with federal dollars and administered by the Texas General Land Office. I understand that debarment by either the State of Texas or the federal government will make me ineligible.

☐ I understand that all work must be completed in accordance with federal construction requirements, CDBG and CDBG-DR Program requirements, and state and local requirements, including but not limited to the following, as applicable:

- International Residential Code (IRC) – new construction and reconstruction;
- Housing Quality Standards (HQS) – for rehabilitated properties;
- All local building codes, standards, and specifications; and
- All standards and requirements defined by the Texas General Land Office (GLO), Jefferson County, the Jefferson County Engineering Department, and the Jefferson County Community Services Department (CSD).

☐ I hereby certify that all work performed will meet or exceed applicable codes, standards, and specifications as they apply to the work for which I am submitting a response. I also understand that compliance with applicable minimum codes, standards, and specifications will be considered part of my contract in the event that my offer is accepted by the above-referenced Subrecipient. I understand that all provisions also apply to my subcontractors and their officers, agents and employees, and I shall be liable for acts of non-compliance of subcontractors. I understand that failure to meet or exceed applicable codes, standards, and specifications may result in debarment from future federally funded contracts.

☐ I understand that I must provide a 1-2-10 warranty on all work performed, specifically:

- 1 year warranty on the entire home;
- 2 year warranty on mechanical, electrical and plumbing components; and
- 10 year warranty on structural components.

Failure to complete warranty work in a timely manner may result in debarment from future federally funded construction contracts.

☐ I understand that up to twenty percent (20%) of project construction funds may be retained for thirty (30) days pending completion of the Final Inspection and Verification. Failure to complete punch list items or warranty work during this time will result in forfeiture of the 20% retainage.

_____ _____

Signature of Contractor Date

<u>Respondent</u>: Return This Form With Response Submission.

GLO COMPLIANCE PACKAGE
GLO CERTIFICATION OF OFFEROR REGARDING CIVIL RIGHTS LAWS AND REGULATIONS

U.S. Department of Housing and Urban Development

INSTRUCTIONS

CERTIFICATION OF OFFEROR REGARDING Executive Order 11246 and Federal Laws Requiring Federal Contractor to adopt and abide by equal employment opportunity and affirmative action in their hiring, firing, and promotion practices. This includes practices related to race, color, gender, religion, national origin, disability, and veterans' rights.

NAME AND ADDRESS OF OFFEROR (include ZIP Code)

CERTIFICATION BY OFFEROR

Offeror has participated in a previous contract or subcontract subject to Civil Rights Laws and Regulations.
☐ Yes ☐ No

The undersigned hereby certifies that:

☐ The Section 3 Clause is included in the Solicitation. A written Section 3 plan was prepared and submitted as part of the RFQ proceedings (if contract equals or exceeds $100,000).

☐ The Non-Segregated Facilities clause is included in the Solicitation. No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

☐ The Equal Employment Opportunity clause is included in the Solicitation (if contract equals or exceeds $10,000).

☐ The Equal Employment Opportunity for Workers With Disabilities clause is included in the Solicitation.

Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
Yes ☐ No

NAME AND TITLE OF SIGNER (Please type)

SIGNATURE DATE

Respondent: Return This Form With Response Submission.

THE OFFEROR REPRESENTS AND CERTIFIES AS PART OF ITS BID/OFFER THAT IT:
☐ Is a Section 3 Business Concern. A Section 3 Business Concern means a business concern: • That is 51% or more owned by Section 3 Resident(s); or • Whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 Residents, or • That provides evidence of a commitment to subcontract in excess of 25% of the dollar value of all subcontracts to be awarded to Section 3 Business Concerns, that meet the qualifications set forth in paragraphs 1 or 2 herein.
☐ Is **NOT** a Section 3 Business Concern, but who has and will continue to seek compliance with Section 3 by certifying the following efforts to be undertaken.
EFFORTS TO AWARD SUBCONTRACTOR TO SECTION 3 CONCERNS (Check ALL that apply)
☐ By contacting business assistance agencies, minority Contractors' associations and community organizations to inform them of the contracting opportunities and requesting their assistance in identifying Section 3 businesses which may solicit bids for a portion of the work. Contractors and Subcontractors must post all new hire opportunities with the local Workforce Solutions Center and WorkinTexas.com.
☐ By advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas of the applicable development(s) owned and managed by a Housing Authority.
☐ By providing written notice to all known Section 3 Business Concerns of contracting opportunities. This notice should be in sufficient time to allow the Section 3 Business Concerns to respond to bid invitations
☐ By following up with Section 3 Business Concerns that have expressed interest in the contracting opportunities.
☐ By coordinating meetings at which Section 3 Business Concerns could be informed of specific elements of the work for which subcontract bids are being sought.
☐ By conducting workshops on contracting procedures and specific contracting opportunities in a timely manner so that Section 3 Business Concerns can take advantage of contracting opportunities.
☐ By advising Section 3 Business Concerns as to where to seek assistance to overcome barriers such as inability to obtain bonding, lines of credit, financing, or insurance and aiding Section 3 Business in qualifying for such bonding, financing, insurance, etc.
☐ Where appropriate, breaking out contract work into economically feasible units to facilitate participation by Section 3 businesses.
☐ By developing and using a list of eligible Section 3 Business Concerns.
☐ By actively supporting and undertaking joint ventures with Section 3 Businesses.
EFFORTS TO PROVIDE TRAINING AND EMPLOYMENT TO SECTION 3 RESIDENTS
☐ By entering into a "first source" hiring agreements with organizations representing Section 3 Residents.
☐ By establishing training programs, which are consistent with the requirements of the Department of Labor, specifically for Section 3 Residents in the building trades.
☐ By advertising employment and training positions to dwelling units occupied by Category 1 and 2 residents.
☐ By contacting resident councils and other resident organizations in the affected housing development request assistance in notifying residents of the training and employment positions to be filled.
☐ By arraigning interviews and conducting interviews on the job site.
☐ By undertaking such continued job-training efforts as may be necessary to ensure the continued employment of Section 3 Residents previously hired for employment opportunities.
1. By posting job vacancies in Work-In-Texas or with my local Workforce Solutions Center.

Contractor Name/Business Name:_____ **Date:**_____

Authorized Representative Name:_____ **Signature:**_____

Respondent: Return This Form With Response Submission.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with 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.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____
Signature of vendor doing business with the governmental entity Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

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, _____, 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

_____
Printed Name and Title of Contractor’s Authorized Official

_____
Date

<u>Respondent</u>: Return This Form With Response Submission.

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: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**Status of Federal Action:** a. bid/offer/application _____ b. initial award c. post-award	**Report Type:** a. initial filing _____ b. material change

Name and Address of Reporting Entity: ____ Prime _____ Sub-awardee Tier_____, if Known: **Congressional District, if known:**	**If Reporting Entity in No. 4 is Sub-awardee,** Enter Name and Address of Prime: **Congressional District, if known:**
Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
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)**

Respondent: Return This Form With Response Submission.

Local Government Officer
Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

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

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

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

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

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

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development
Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section l(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee 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 the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant ',to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, 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 the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(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 the individual is employed on such work to work in excess of 40 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 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, 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 subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee 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 contract, 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 subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph 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 subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

TITLE 29--Labor

Subtitle A--OFFICE OF THE SECRETARY OF LABOR

PART 3--CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

SEC.

3.1 Purpose and Scope
3.2 Definitions
3.3 Weekly Statement with respect to payment of wages
3.4. Submission of weekly statement and the preservation and inspection of weekly payroll records
3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.
3.6 Payroll deductions permissible with the approval of the Secretary of Labor.
3.7 Applications for the approval of the Secretary of Labor
3.8 Action by the Secretary of Labor upon applications.
3.9 Prohibited payroll deductions
3.10 Method of payment of wages
3.11 Regulations part of contract

AUTHORITY: The provisions of this Part 3 issued under R.S. 161, sec.2, 48 STAT. §48:Reorg.Plan No. 14 of 1950, 64 Stat. 1267,5 U.S.C. Appendix; 5 U.S.C. 301; 40 U.S.C. 276c.

SOURCE: The provisions of this Part 3 appear at 29 F.R. 97, Jan.4, 1964, unless otherwise noted.

§ 3.1 Purpose and scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

§ 3.2 Definitions.

As used in the regulations in this part:

(a) The terms *building* or *work* generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a *building* or *work* within the meaning of the regulations in this part.

(b) The terms *construction, prosecution, completion,* or *repair* mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms *public building* or *public work* include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal

agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term *building or work financed in whole or in part by loans or grants from the United States* includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is *employed* and receiving *wages*, regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term *any affiliated person* includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary, or otherwise, and an officer or agent of such corporation.

(g) The term *Federal agency* means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

[29 FR 97, Jan. 4, 1964, as amended at 38 FR 32575, Nov. 27, 1973]

§ 3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term *employee* shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by this part 3 and part 5 of this title during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on the back of Form WH 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Copies of Form WH 347 may be obtained from the Government contracting or sponsoring agency or from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd/forms/wh347instr.htm* or its successor site.

(c) The requirements of this section shall not apply to any contract of $2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

[29 FR 97, Jan. 4, 1964, as amended at 33 FR 10186, July 17, 1968; 47 FR 23679, May 28, 1982; 73 FR 77511, Dec. 19, 2008] § 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

(Reporting and recordkeeping requirements in paragraph (b) have been approved by the Office of Management and Budget under control number 1215–0017)

[29 FR 97, Jan. 4, 1964, as amended at 47 FR 145, Jan. 5, 1982]

§ 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A *bona fide prepayment of wages* is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: *Provided, however,* That the following standards are met:

(1) The deduction is not otherwise prohibited by law;

(2) It is either:

(i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or

(ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees;

(3) No profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and

(4) The deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: *Provided, however,* That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and part 531 of this title. When such a deduction is made the additional records required under §516.25(a) of this title shall be kept.

(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the

employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either

(1) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or

(2) Provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9770, May 28, 1971]

§ 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under §3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

§ 3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under §3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of 1 year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of §3.6, and specifies any conditions which have changed in regard to the payroll deductions.

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9771, May 28, 1971]

§ 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of §3.6; and shall notify the applicant in writing of his decision.

§ 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under §3.6 are prohibited.

§ 3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

§ 3.11 Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.

CONTRACTOR CERTIFICATIONS

U.S. Department of Housing and Urban Development

CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS

INSTRUCTIONS

CERTIFICATION OF BIDDER REGARDING Executive Order 11246 and Federal Laws Requiring Federal Contractor to adopt and abide by equal employment opportunity and affirmative action in their hiring, firing, and promotion practices. This includes practices related to race, color, gender, religion, national origin, disability, and veterans' rights.

NAME AND ADDRESS OF BIDDER (include ZIP Code)

CERTIFICATION BY BIDDER

Bidder has participated in a previous contract or subcontract subject to Civil Rights Laws and Regulations.

☐ Yes ☐ No

The undersigned hereby certifies that:
☐ The Provision of Local Training, Employment, and Business Opportunities clause (Section 3 provision) is included in the Contract. A written Section 3 plan (Local Opportunity Plan) was prepared and submitted as part of the bid proceedings (if bid equals or exceeds $100,000).
☐ The Equal Opportunity clause is included in the Contract (if bid equals or exceeds $10,000).

Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

☐ Yes ☐ No

NAME AND TITLE OF SIGNER (Please type)

SIGNATURE DATE

Respondent: Return This Form With Response Submission.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CONTRACTOR'S CERTIFICATION

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO (appropriate recipient)	DATE
	PROJECT NUMBER (if any)
C/O	PROJECT NAME

1. The undersigned, having executed a contract with _____ for the construction of the above-identified project, acknowledges that:

   (a) The Labor Standards provisions are included in the aforesaid contract,

   (b) Correction of any infractions of the aforesaid conditions, including infractions by any subcontractors and any lower tier subcontractors, is Contractor's responsibility.

2. Certifies that:

   (a) Neither Contractor nor any firm, partnership or association in which it has substantial interest is designated as an ineligible Contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended.

   (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible Contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. Contractor agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. Certifies that:

   (a) The legal name and the business address of the undersigned are:

   (b) The undersigned is (choose one):

(1) A SINGLE PROPRIETORSHIP	(3) A CORPORATION ORGANIZED IN THE STATE OF
(2) A PARTNERSHIP	(4) OTHER ORGANIZATION (Describe)

   (c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS

   (d) The names and addresses of all other persons having a substantial interest in the undersigned, and the nature of the interest are:

NAME	ADDRESS	NATURE OF INTEREST

(e) The names, addresses and trade classifications of all other building construction Contractors in which the undersigned has a substantial interest are:

NAME	ADDRESS	TRADE CLASSIFICATION

(Contractor)

Date

By

<u>Respondent</u>: Return This Form With Response Submission.

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas)

County of _____)

_____, being first duly sworn, deposes and says that:

(1) He/She is _____ of _____, the Bidder that has submitted the attached Bid;

(2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the _____ (Local Public Agency) or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

_____
Title

Subscribed and sworn to me this _____ day of _____.

By: _____
Notary Public

My commission expires _____

<u>Respondent</u>: Return This Form With Response Submission.

CERTIFICATE FROM CONTRACTOR APPOINTING OFFICER OR EMPLOYEE TO SUPERVISE PAYMENT OF EMPLOYEES

Note: This certificate must be executed by an authorized officer of a corporation, by a member of a partnership, or the sole owner and submitted with the first payroll. Should the appointee be changed, a new certificate must accompany the first payroll for which the new appointee executes a statement of compliance required by the Copeland Act.

Locality/Grantee: _____ Contract #:
Project Name: _____

Firm _____ Date: _____

I do hereby certify that I am a contractor on the above-mentioned project and that I have appointed _____ whose signature appears below, to supervise the payment of my employees. I further certify that he/she is in the position to have full knowledge of the facts set forth in the payroll documents and in the statement of compliance required by the Copeland "Anti-Kickback" Act which he/she is to execute with my full authority and approval until such time as I submit to the grantee/locality a new certificate appointing some other person for the purposes herein above stated.

Insert name, address, phone number & email address of person appointed as payroll officer

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No: _____ Email Address: _____

_____
Identifying Signature of Appointee

_____ Title: _____
Signature of Appointing Officer:

Contractor's Payroll Officer Appointment Form *Page 1*

<u>Respondent</u>: Return This Form With Response Submission.

Complaint Register
Under Section 3 of the Housing
And Urban Development Act of 1968

U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity

OMB Approval No. 2529-0043 (revised)
(Expires11/30/2018)

Instructions: This form is to be used to report allegations of noncompliance with Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.

1. Complainant Information:

Name of Complainant (Person or organization)	Home Phone
Street Address	Work Phone
City, State, Zip code	
Email Address:	

2. You are: (check all that apply)

- ☐ Low/Very Low Income Person
- ☐ Public Housing Resident
- ☐ HUD Youthbuild Participant
- ☐ A Representative of any of the above listed Individuals (Such as: a Low-Income Person or Public Housing Resident)
- ☐ Section 3 Business
- ☐ A Representative of a Section 3 Business
- ☐ Other: _____

3. Basis for alleged noncompliance with Section 3:

☐ Denied Training ☐ Denied Employment ☐ Denied Contracting ☐ Other (see below in item 6)

4. Complaint is against: (check one or more boxes)

☐ Recipient of HUD Funds (Such: as a PHA, city/county agency, etc.) ☐ Contractor ☐ Subcontractor ☐ Other (please specify): _____

5. Who is this complaint being filed against?

Name of agency, organization, or company:	Business Phone
Street Address	
City, State, Zip code	
Name and identify others (if any) who allegedly violated Section 3 in this case:	

6. **How did the HUD recipient, contractor, or subcontractor violate the requirements of Section 3?** (Check all that apply – provide documentation, if available)

HUD Recipient	Contractor and/or Subcontractor
☐ Failed to notify Section 3 businesses about contracting opportunities	☐ Failed to certify that all employment vacancies filled prior to contract execution were not filled to circumvent Section 3
☐ Failed to incorporate the Section 3 Clause into covered Section 3 bid solicitations or contracts	☐ Failed to notify potential subcontractors about Section 3 requirements
☐ Failed to provide priority consideration to Section 3 businesses for covered contracting opportunities	☐ Failed to post notices at the work site regarding Section 3 requirements in accordance with the Section 3 Clause
☐ Failed to select Section 3 businesses in accordance with the order of priority consideration as set forth in 24 CFR 135.36	☐ Failed to send to each labor organization or representative of workers a notice of Section 3 obligations in accordance with the Section 3 Clause
☐ Failed to award contracts to Section 3 businesses	☐ Failed to ensure that its subcontractors complied with Section 3
☐ Failed to ensure that its contractors/ subcontractors complied with Section 3 requirements	☐ Failed to train and/or hire Section 3 residents for new employment opportunities
☐ Knowingly entered into contracts with contractors/ subcontractors that failed to comply with Section 3 requirements	☐ Failed to provide priority consideration to Section 3 residents for employment or training opportunities in accordance with 24 CFR Part 135.34
☐ Failed to notify Section 3 residents about training and/or employment opportunities	☐ Failed to ensure that contracts awarded to subcontractors included the Section 3 Clause
☐ Failed to provide priority consideration to Section 3 residents for employment or training opportunities	☐ Failed to award subcontracts to Section 3 businesses
☐ Failed to select Section 3 residents for training or employment opportunities in accordance with the order of priority consideration set forth in 24 CFR 135.34	☐ Failed to award subcontracts to Section 3 businesses in accordance with the order of priority consideration set forth in 24 CFR 135.34
☐ Failed to hire Section 3 residents for new employment opportunities	☐ Retaliated against the complainant because complainant sought to enforce Section 3 requirements or participated in an investigation or proceeding regarding Section 3
☐ Retaliated against the complainant because complainant sought to enforce Section 3 requirements or participated in an investigation or proceeding regarding Section 3	☐ Other _____
☐ Other _____	

7. **When did the act(s) checked above occur?** (Include the most recent date if several dates are involved):
_____/ _____/ _____ Month Day Year * The date of the last alleged violation or occurrence must be less than 180 days from the date of submission to HUD.

8. **Project name or location where alleged violation occurred?** (If applicable):
Project Name (if applicable): _____ Project Number: _____ Project Location: _____ Local Contracting Agency (LCA): _____

9. **Identify the type of HUD funding used by the HUD funding recipient, organization, or contractor that this complaint is filed against**: (Check all that apply)			
☐ PIH Operating Subsidy	☐ Other PIH Assistance	☐ Neighborhood Stabilization Program (NSP) Assistance	☐ Section 811 Supportive Housing for the Disabled
☐ PIH Capital Fund Subsidy	☐ Community Development Block Grants (CDBG)	☐ Other Community Development Assistance	☐ Project Based Housing Vouchers
☐ Choice Neighborhood Initiative Grant	☐ HOME Investment Partnership Funding	☐ Lead-Based Paint	☐ Other HUD Housing Assistance
☐ HOPE VI Grant	☐ McKinney Homeless Assistance	☐ Section 202Supportive Housing for the Elderly	☐ Other Covered HUD Funding

10. **Description of act(s) or incident(s) involving alleged violation of Section 3:** Summarize what happened? Attach additional information if necessary	
11. **Declaration Statement** **I declare under penalty of perjury that I have read this complaint (including any attachments) and that all information is accurate and correct.**	
Signature	Date

Section 3 of the Housing and Urban Development Act of 1968

Public reporting burden for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB number.

The information is given voluntarily and provides the basis for HUD's investigation of the complaint to determine if the allegations of noncompliance are valid. The Department will use the information provided as the basis for its determination of jurisdiction over a complainant's allegations. All information collected complies with the Privacy Act of 1974 and OMB Circular A-108. The information is unique to the processing of complaints alleging noncompliance with the Section 3 statute or implementing regulations. The information collected on this form will only be used by HUD during the investigation and resolution of complaints and will not be shared with persons or parties that are not directly involved with the complaint.

What is Section 3 of the Housing and Urban Development Act of 1968?

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. The Section 3 requirements ensure that ***when*** new jobs or contracts are created during the usage of certain HUD funds, priority consideration is given to low- and very low-income persons residing in the community in which the funds are spent (regardless of race or gender), and to the businesses that substantially employ these persons.

Who are Section 3 residents and businesses?

Section 3 residents are:

- Public housing residents; or
- Persons who live in the area where a HUD-assisted project is located and who have a household income that falls below HUD's income limits for low- and very low-income.

Please visit: http://www.huduser.org/portal/datasets/il.html to determine the income limits for residents of your community.

A Section 3 business is one that meets one of the following criteria:

- Is 51 percent or more owned by Section 3 residents;
- Employs Section 3 residents for at least 30 percent of its full-time, permanent staff; or
- Provides evidence of a commitment to subcontract to Section 3 business concerns, 25 percent or more of the dollar amount of the awarded contract.

What HUD funding does Section 3 cover?

Section 3 applies to any of the following:

A. Public and Indian Housing programs that receive: (1) Annual contributions for low income housing projects provided pursuant to section 5 of the U.S. Housing Act of 1937, as amended by the Quality Housing and Work Responsibility Act of 1998 (QWHRA); (2) Capital Fund Project assistance provided pursuant to Section 9 of QHWRA; (3) Operating Subsidy assistance provided pursuant to Section 9 of QHWRA.

B. Housing and community development assistance extended for: (1) housing rehabilitation (including reduction and abatement of lead based paint hazards); (2) housing construction or (3) other public construction projects; and for which the contract and subcontract exceeds $100,000; and

C. Certain competitive HUD grant funding, such as: HOPE VI, Choice Neighborhoods, etc.).

What can you do about violations of the Law?

Remember, Section 3 applies to the awarding of jobs, training programs, and contracts, generated from projects receiving HUD financial assistance. If you believe that, as a low-income person or a Section 3 business concern, the responsibilities to provide economic opportunities under Section 3 have been violated, you have a right to file a complaint within **180 days** of the last alleged occurrences of noncompliance.

Complaints alleging violations of the Section 3 regulatory requirements must be submitted to the appropriate HUD Regional Office of Fair Housing and Equal Opportunity listed below. Please be certain to sign and date this form, where indicated, to ensure prompt complaint processing.

HUD will send the complaint to the appropriate HUD recipient for resolution. If resolution by the recipient fails, HUD will investigate. If HUD finds that the complaint has merit, it will try to end the violation by informal resolution. If conciliation fails, HUD may initiate other steps to enforce the law, including but not limited to suspension and debarment of the recipient or contractors as applicable.

You can obtain assistance in learning about more Section 3 by visiting www.hud.gov/section3 or by contacting one of the HUD's Regional Offices of Fair Housing and Equal Opportunity.

Authority: Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1968, as amended by the Housing and Community Development Act of 1992, U.S.C. 1701u and implementing regulations at 24 CFR Part 135.

Purpose: The information requested on this form is to be used to investigate and process Section 3 complaints.

Use: The information requested will be used to process a complaint filed under Part 135. HUD may disclose certain information for Federal, State, and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law.

Penalty: Failure to provide some or all of the requested information will result in delayed processing or rejection of this complaint for investigation.

Privacy Act of 1974 (P.L.93-579)
All information collected is provided voluntarily and complies with the Privacy Act of 1974 and OMB Circular A-108. The information is unique to the processing of complaints alleging noncompliance with the Section 3 statute or implementing regulations. The information collected on this form will only be used by HUD during the investigation and resolution of complaints and will not be shared with persons or parties that are not directly involved with the complaint.

Instructions for completing the Section 3 Complaint Register

Box 1: Enter the requested information for the person that is filing the complaint (i.e., the complainant). This person must meet the definition of a Section 3 resident or business.

Box 2: Select the appropriate statement that describes your status as a Section 3 resident, businesses, or representative of either.

Box 3: Select the appropriate basis for the complaint which you are filing.

Box 4: Select the appropriate option that best describes the person or entity that you are filing this complaint against.

Box 5: Provide the name, address, and contact information for the person or entity that you are filing this complaint against.

Box 6: Select the statement(s) that best describe the alleged actions or omissions undertaken by the person or entity that you are filing this complaint against that are in violation of the requirements of Section 3. If you select "other", please briefly describe the alleged violation on the appropriate line.

Box 7: Provide the date that the alleged violation or action occurred. If the alleged act or violation is continuing in nature, please provide the date of the most recent occurrence.

Box 8: If this complaint is based upon acts or omissions that occurred at a specific job site, project, or location, please provide information that will allow HUD to identify the specific project that is the subject of the complaint that you are filing.

Box 9: Select the appropriate type of covered HUD funding that the recipient, organization, contractor/ subcontractor received or administered.
NOTE: In order for the complaint to be jurisdictional, covered HUD funding must be administered by the recipient, organization, contractor/subcontractor.

Box 10: Provide a detailed description of the acts or omissions undertaken by the person or entity that you filing this complaint against. Provide enough specific information to enable HUD to clearly understand the alleged violation and whether it demonstrates noncompliance with the requirements of Section 3.

Box 11: Please sign the complaint and enter the current date.
NOTE: By signing and dating this complaint you are affirming that your statements and allegations are true and accurate by penalty of perjury. Complaints **must** be signed and dated prior to acceptance by HUD for investigation.

Where to file your complaint:
Please fax or mail your complaint to the appropriate HUD Regional Office of Fair Housing and Equal Opportunity that has jurisdiction over the state for which you are located or where the alleged violation occurred. Inquiries regarding the status of your complaint should be directed to the appropriate Regional office of FHEO by telephone or email.

BOSTON REGIONAL OFFICE U.S. Department of Housing and Urban Development New England Office 10 Causeway Street, Suite 308 Boston, MA 02222 (617) 994-8300 (800) 827-5005 Fax®617) 565-7313 Email: complaints_office_01@hud.gov *Covers the following states: Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, and Vermont	**FORT WORTH REGIONAL OFFICE** U.S. Department of Housing and Urban Development Southwest Office 801 Cherry St., Unit 45, Suite 2500 Fort Worth, TX 76102 (817) 978-5900 (888)560-8913 Fax®817) 978-5876 Email: complaints_office_06@hud.gov *Covers the following states: Arkansas, Louisiana, New Mexico, Oklahoma, and Texas
NEW YORK REGIONAL OFFICE U.S. Department of Housing and Urban Development New York and New Jersey Office 26 Federal Plaza New York, NY 10278 (212) 264-1290 (800) 496-4294 Fax: (212) 264-9829 Email: complaints_office_02@hud.gov *Covers the following states: New Jersey and New York	**KANSAS CITY REGIONAL OFFICE** U.S. Department of Housing and Urban Development Great Plains Office 400 State Avenue Kansas City, KS 66101 (913) 551-6958 (800) 743-5323 Fax: (913) 551-6856 Email: complaints_office_07@hud.gov *Covers the following states: Iowa, Kansas, Missouri, and Nebraska
PHILADELPHIA REGIONAL OFFICE U.S. Department of Housing and Urban Development Mid-Atlantic Office 100 Penn Square East, 12th Floor Philadelphia, PA 19107 (215) 861-7646 (888) 799-2085 Fax: (215) 656-3449 Email: complaints_office_03@hud.gov *Covers the following states: Delaware, District of Columbia, Maryland, Pennsylvania, Virginia, and West Virginia	**DENVER REGIONAL OFFICE** U.S. Department of Housing and Urban Development Rocky Mountain Office 1670 Broadway Denver, CO 80202 (303) 672-5437 (800) 877-7353 Fax: (303) 672-5026 Email: complaints_office_08@hud.gov *Covers the following states: Colorado, Montana, North Dakota, South Dakota, Utah, and Wyoming

ATLANTA REGIONAL OFFICE U.S. Department of Housing and Urban Development Southeast Office 40 Marietta Street Atlanta, GA 30303 (404) 331-5140 (800) 440-8091 Fax: (404) 331-1021 Email: complaints_office_04@hud.gov *Covers the following states: Alabama, Puerto Rico, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee, and the Virgin Islands	**SAN FRANCISCO REGIONAL OFFICE** U.S. Department of Housing and Urban Development Pacific/Hawaii Office 600 Harrison Street Third Floor San Francisco, CA 94107 (415) 489-6536 (800) 347-3739 Fax: (415) 489-6560 Email: complaints_office_09@hud.gov *Covers the following states: Arizona, California, Guam, Hawaii, and Nevada
CHICAGO REGIONAL OFFICE U.S. Department of Housing and Urban Development Midwest Office 77 W. Jackson Boulevard, Suite 2101 Chicago, IL 60604 (312) 353-7776 (800) 765-9372 Fax: (312) 886-2837 Email: complaints_office_05@hud.gov *Covers the following states: Illinois, Indiana, Michigan, Minnesota, Ohio, and Wisconsin	**SEATTLE REGIONAL OFFICE** U.S. Department of Housing and Urban Development Northwest/Alaska Office 909 First Avenue Seattle, WA 98104 (206) 220-5170 (800)877-0246 Fax: (206) 220-5447 Email: complaints_office_10@hud.gov *Covers the following states: Alaska, Idaho, Oregon, and Washington

§ 135.38 Section 3 clause.

All Section 3 contracts shall include the following clause (referred to as the Section 3 clause):
A. The work performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended 12.U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization of workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the persons(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The Contractor agrees to include this section 3 clause in every subcontracts subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 35.

F. Noncompliance with HUD's regulation in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (1) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant . . .

☐ Yes ☐ No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?

☐ Yes ☐ No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?

☐ Yes ☐ No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?

☐ Yes ☐ No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?

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

☐ Yes ☐ No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

If "No" was selected, please explain and include any pertinent documentation with your bid.
If necessary, please use a separate sheet to answer the above questions.

Printed Name of Authorized Representative	Signature
Title	Date

<u>Respondent</u>: Return This Form With Response Submission.

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.

Respondent: Return This Form With Response Submission.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

This information must be submitted with your bid.

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

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

Respondent: Return This Form With Response Submission.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet **(Duplicate as Needed)**

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

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

<u>Respondent</u>: Return This Form With Response Submission.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

<u>Respondent</u>: Return This Form With Response Submission.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

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

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

Respondent: Return This Form With Response Submission.

Residence Certification/Tax Form

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

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

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

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

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

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

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

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

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

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

Respondent: Return This Form With Response Submission.

Required Federal Contract Provisions

The Part 200 Uniform Requirements require that non-Federal entities' contracts contain the applicable provisions described in Appendix II to Part 200 — "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards." Violations of law will be referred to the proper authority in the applicable jurisdiction. All Prime Contractors awarded contracts by Jefferson County which are federally funded, in whole or in part, are required to comply with the provisions below. Additionally, Prime Contractors with Jefferson County are required to include the provisions below in any contracts executed with subcontractors performing the scope of services and shall pass these requirements on to its subcontractors and third-party Contractors, as applicable. In addition to other provisions required by the relevant Federal agency, State of Texas, or Jefferson County, all contracts made by Jefferson County under the Federal award shall contain provisions covering the following, as applicable.

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 or Texas General Land Office 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 Jefferson 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

The following provides a debarment and suspension clause. It incorporates an optional method of verifying that Contractors are not excluded or disqualified.

Suspension and Debarment

(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 and2 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.

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 Texas General Land Office (GLO), the U.S. Department of Housing and Urban Development (HUD), the Harr Administrator, the Inspectors General, 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 the Jefferson County or Texas General Land Office 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. U.S. 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."

18. CIVIL RIGHTS ACT OF 1964 (Title VI 42 U.S.C. § 2000d)

Title VI of the Civil Rights Act of 1964, Section 109 of the Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) (24 CFR Parts 8-9), and the Americans with Disabilities Act of 1990 (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225), prohibits Contractors from excluding or denying individuals benefits or participation in this project on the basis of race, color, religion, national origin, sex, or disability. The provisions require that no person in the United States shall on the ground of race, color, religion, national origin, sex, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with community development funds made available pursuant to these Acts.

For purposes of this Part "program or activity" is defined as any function conducted by an identifiable administrative unit of the recipient, or private Contractor receiving community development funds or loans from the recipient. "Funded in whole or in part with community development funds" means that community development finds in any amount in the form of grants or proceeds from HUD guaranteed loans have been transferred by the recipient or a subrecipient to an identifiable administrative unit and disbursed in a program or activity.
A Contractor may not, under any program or activity to which the regulations of this Part may apply directly or through contractual or other arrangements, on the grounds of race, color, national origin, or sex:

- **a.** Deny any facilities, services, financial aid or other benefits provided under the program or activity;
- **b.** Provide any facilities, services, financial aid or other benefits, which are different, or are provided in a different form from that provided to others under the program or activity;
- **c.** Subject to segregated or separate treatment in any facility in, or in any matter of process related to receipt of any service or benefit under the program or activity;
- **d.** Restrict in any way access to, or in the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity;
- **e.** Treat an individual differently from others in determining whether the individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which the individual must meet in order to be provided any facilities, services or other benefit provided under the program or activity; and
- **f.** Deny an opportunity to participate in a program or activity as an employee.

19. COST PLUS CONTRACTING PROHIBITED (2 CFR 200.323(D))

Cost-plus-a-percentage-of-cost (CPPC) contracts are prohibited by 2 CFR 200.323(d). The cost plus a percentage of cost and percentage of construction cost methods of contracting must never be used, including in subcontracts and third-party contracts. A cost-plus contract is one that is structured to pay the contractor or subcontractor their actual costs incurred, plus a fixed percent for profit or overhead.

A cost-plus-a-percentage-of-cost (CPPC) contract is a contract containing some element that obligates Jefferson County or Contractor to pay a contractor or subcontractor an amount (in the form of either profit or cost), undetermined at the time the contract was made, to be incurred in the future, and based on a percentage of future costs. The inclusion of an overall contract ceiling price does not make these forms of contracts acceptable.

This type of contract is prohibited because there is no incentive for the contractor or subcontractor to keep its incurred costs low. Instead, there is a reverse incentive for the contractor or subcontractor to continue to incur additional costs in order to continue to drive the percentage of cost up. In other words, increased spending by the contractor will yield higher profits. This prohibition applies to all work, regardless of the circumstances, and applies to subcontracts of the contractor cases where the prime contract is a cost-reimbursement type contract or subject to price redetermination.

20. DEBARMENT / SUSPENSION AND VOLUNTARY EXCLUSION (2 CFR Appendix II to Part 200 (I))

Pursuant to 2 CFR Appendix II to Part 200 (I), a Contract meeting the definition in 2 C.F.R. § 180.220 must not be made to parties listed on the System for Award Management (SAM) Exclusion lists, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Executive Orders 12549 and 12689, a contract award shall not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235). SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. A contract award must not be made to parties listed in the SAM Exclusions. SAM exclusions can be accessed at www.sam.gov.

Additionally, no contracts shall be awarded to any Contractor that has been debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs, including but not limited to the Department of Health and Human Work (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Work Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted.

This contract is a covered transaction for purposes of compliance with Title 2 C.F.R. parts 180 and 3000, and as such the Contractor is required to verify that none of the contractor, its principals (as defined at 2 C.F.R. § 180.995), or its affiliates (as defined at 2 C.F.R. § 180.905) are excluded (as defined at 2 C.F.R. § 180.940) or disqualified (as defined at 2 C.F.R. § 180.935). These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities (See 2 C.F.R Part 200, Appendix II). The Contractor must comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C and shall include this requirement and similar certification in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

The Contractor confirms that it is eligible or otherwise not disqualified or prohibited from participation in federal or state assistance programs under Executive Order 12549, Debarment and Suspension. Additionally, the Contractor warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal

programs, including but not limited to the following: Department of Health and Human Work (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE);

U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Work Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted. Jefferson County reserves the right to verify any Contractor's status and document instances of debarment, suspension, or other ineligibility.

The Contractor shall verify that all subcontractors performing work under this Contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. The Contractor further must notify Jefferson County in writing immediately if Contractor or its subcontractors are not in compliance with Executive Order 12549 during the term of this contract. Contractor shall include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

If it is found that the Contractor did not comply or is not in compliance with Executive Order 12549 (2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C), the Contractor may be subject to available remedies, including but not limited to, refunding Jefferson County for any payments made to the Contractor while ineligible, and also acknowledges that the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

21. ENERGY EFFICIENCY (42 U.S.C. 6201 and 2 CFR 200 APPENDIX II (H))

Contractor must comply with the mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201). Contractor must include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

22. EQUAL EMPLOYMENT OPPORTUNITY (41 CFR 60-1.4(b) and 2 CFR 200 APPENDIX II (C))

Contractor must comply with, and incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the Equal Employment Opportunity provisions as follows:

During the performance of this contract, the contractor agrees as follows:

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.

1. 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.
2. 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.

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

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

5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (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 noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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.

Contractor must include the equal opportunity clause in each of its nonexempt subcontracts, and to require all non-exempt subcontractors to include the equal opportunity clause in each of its nonexempt subcontracts.

23. EQUAL EMPLOYMENT OPPORTUNITY FOR WORKERS WITH DISABILITIES (48 CFR 52.222- 36)

During the performance of this contract, the Contractor must comply with required Equal Employment Opportunity for Workers with Disabilities provisions.

Contractor shall include the following equal opportunity clause in each of its covered Government contracts or subcontracts (and modifications, renewals, or extensions thereof if not included in the original contract):

a. Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

b. Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of $15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

24. EQUAL EMPLOYMENT OPPORTUNITY FOR VEVRAA PROTECTED VETERANS (41 CFR 60.300)

Jefferson County is an equal opportunity employer of protected veterans. During the performance of this contract, the Contractor must comply with required Equal Employment Opportunity for VEVRAA Protected Veterans provisions.

Contractor shall include the following equal opportunity clause in each of its covered Government contracts or subcontracts (and modifications, renewals, or extensions thereof if not included in the original contract):

a. The definitions set forth in 41 CFR 60-300.2 apply to the terms used throughout this Clause, and they are incorporated herein by reference.

b. The contractor shall not discriminate against any employee or applicant for employment

because he or she is a disabled veteran, recently separated veteran, active duty wartime or campaign badge veteran, or Armed Forces service medal veteran (hereinafter collectively referred to as “protected veteran(s)”) in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals without discrimination based on their status as a protected veteran in all employment practices, including the following:

i. Recruitment, advertising, and job application procedures.

ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring.

iii. Rates of pay or any other form of compensation and changes in compensation.

iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.

v. Leaves of absence, sick leave, or any other leave.

vi. Fringe benefits available by virtue of employment, whether or not administered by the contractor.

vii. Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training.

viii. Activities sponsored by the contractor including social or recreational programs.

c. Any other term, condition, or privilege of employment. The Contractor shall immediately list all employment openings which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, with the appropriate employment service delivery system where the opening occurs. Listing employment openings with the state workforce agency job bank or with the local employment service delivery system where the opening occurs will satisfy the requirement to list jobs with the appropriate employment service delivery system. In order to satisfy the listing requirement described herein, contractors must provide information about the job vacancy in any manner and format permitted by the appropriate employment service delivery system which will allow that system to provide priority referral of veterans protected by VEVRAA for that job vacancy. Providing information on employment openings to a privately-run job service or exchange will satisfy the contractor's listing obligation if the privately-run job service or exchange provides the information to the appropriate employment service delivery system in any manner and format that the employment service delivery system permits which will allow that system to provide priority referral of protected veterans.

d. Listing of employment openings with the appropriate employment service delivery system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicants or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.

e. Whenever a contractor, other than a state or local governmental contractor, becomes contractually bound to the listing provisions in paragraphs 2 and 3 of this clause, it shall advise the employment service delivery system in each state where it has establishments that: (a) It is a Federal contractor, so that the employment service delivery systems are able to identify them as such; and (b) it desires priority referrals from the state of protected veterans for job openings at all locations within the state. The contractor shall also provide to the employment service delivery system the name and location of each hiring location within the state and the contact information for the contractor official responsible for hiring at each location. The “contractor official” may be a chief hiring official, a Human Resources contact, a senior management contact, or any other manager for the contractor that can verify the information set forth in the job listing and receive priority referrals from employment service delivery systems. In the event that the contractor uses any external job search organizations to assist in its hiring, the contractor shall also provide to the employment service delivery system the contact information for the job search organization(s). The disclosures required by this paragraph shall be made simultaneously with the contractor's first job listing at each employment service delivery system location after the effective date of this final rule. Should any of the information in the disclosures change since it was last reported to the employment service delivery system location, the contractor shall provide updated information simultaneously with its next job listing. As long as the contractor is contractually bound to these provisions and has so advised the employment service delivery system, there is no need to advise the employment service delivery system of subsequent contracts. The contractor may advise the employment service delivery system when it is no longer bound by this contract clause. The provisions of paragraphs 2 and 3 of this clause do not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Virgin Islands, American Samoa, the Commonwealth of the Northern Mariana Islands, Wake Island, and the Trust Territories of the Pacific Islands.

f. As used in this clause:

i. All employment openings includes all positions except executive and senior management, those positions that will be filled from within the contractor's organization, and positions lasting three days or less. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment.

ii. Executive and senior management means: (1) Any employee (a) compensated on a salary basis at a rate of not less than $455 per week (or $380 per week, if employed in American Samoa by employers other than the Federal Government), exclusive of board, lodging or other facilities;(b) whose primary duty is management of the enterprise in which the employee is employed or of a customarily recognized department or subdivision thereof; (c) who customarily and regularly directs the work of two or more other employees; and (d) who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring, firing, advancement, promotion or any other change of status of other employees are given particular weight; or (2) any employee who owns at least a bona fide 20-percent equity interest in the enterprise in which the employee is employed, regardless of whether the business is a corporate or other type of organization, and who is actively engaged in its management.

iii. Positions that will be filled from within the contractor's organization means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings which the contractor proposes to fill from regularly established “recall” lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization.

g. The contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

h. In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

i. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are protected veterans. The contractor must ensure that applicants or employees who are disabled veterans are provided the notice in a form that is accessible and understandable to the disabled veteran (e.g., providing Braille or large print versions of the notice, posting the notice for visual accessibility to persons in wheelchairs, providing the notice electronically or on computer disc, or other versions). With respect to employees who do not work at a physical location of the contractor, a contractor will satisfy its posting obligations by posting such notices in an electronic format, provided that the contractor provides computers that can access the electronic posting to such employees, or the contractor has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the contractor to notify job applicants of their rights if the contractor utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

j. The contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding that the contractor is bound by the terms of VEVRAA, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, protected veterans.

k. The contractor will include the provisions of this clause in every subcontract or purchase order of $100,000 or more, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to VEVRAA 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 Director, Office of Federal Contract Compliance Programs, may direct to enforce such provisions, including action for noncompliance.

l. The contractor must, 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 their protected veteran status.

m. The Contractor shall forfeit as a penalty to the County who administers the subject Project receiving Federal assistance, Sixty Dollars ($60.00) for each worker, employed for each

calendar day, or a portion thereof, such worker is paid less than the said stipulated rates for any work done under this Project, by him/her or by any contractor under him/her.

n. All contractors shall keep, or cause to be kept, an accurate record showing the names of all workers, also the actual per diem wages paid to each of such workers.

25. FAIR LABOR STANDARDS ACT

Contractor must comply the Fair Labor Standards Act of 1938 (29 U.S.C. Section 201 et seq.) as now or hereafter amended, which regulates wage, hour and other employment practices that govern the use of funds provided and the employment of personnel under this contract. The Contractor warrants that it will pay all its workers all monies earned by its workers including, but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the Fair Labor Standards Act, 29 United States Code (U.S.C.) Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000, et al., as amended; or any provisions of the Texas Labor Code Ann., as amended.

26. FLOOD DISASTER PROTECTION ACT OF 1973 (24 CFR 570.605)

Contractor must comply with the provisions in 24 CFR 570.605, Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106), and the regulations in 44 CFR Parts 59-79.

27. GREEN BUILDING STANDARDS

At a minimum, Contractors must comply with local codes and any applicable national building codes for any work involving rehabilitation or construction, including design. When a contract is funded, in whole or in part, by HUD funding, Contractors must comply with applicable Green Building standards to the maximum extent feasible. Green Building standards may apply to single-family properties, multifamily properties, or both and may include, but are not limited to best practices defined under LEED, Enterprise Green Communities, or NAHB National Green Building Standards and may include specific measures for water conservation, energy efficiency, and indoor air quality. Contractor and subcontractors must comply with the following standards, as applicable:

- 2009 ICC International Energy Conservation Code (IECC)
- ASHRAE 90.1-2007, which sets minimum energy standards for buildings except low-rise residential buildings
- ASHRAE 62.1-2010 and 62.2-2010, which set minimum standards for ventilation for indoor air quality for common areas in mid- and high-rise buildings, and low-rise residential buildings, respectively.
- New or replacement residential housing, when funded by CDBG-DR/GLO grants, must adhere to Green Building standards, including Energy Star Certified Homes or Energy Star for Multifamily High Rise and other applicable green building requirements.
- Moderate residential housing rehabilitation, when funded by CDBG-DR/GLO grants, must comply with the Community Planning & Development (CPD) Retrofit Checklist and provide Energy Star appliances, Water Sense or FEMP products if replaced.
- New or replacement residential housing, when funded by CDBG-DR/GLO grants, must adhere to Green Building standards, including Energy Star Certified Homes or Energy Star for Multifamily High Rise and other applicable green building requirements.

28. HOLD HARMLESS AGREEMENT

Contractor shall indemnify, defend, and hold harmless Jefferson County from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this Request for Proposals, appropriate insurance coverage including, at a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this Request for Proposals. Certification of such coverage must be provided to the County upon request.

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.

29. LEAD-BASED PAINT (24 CFR 570.608)

Contractor must comply with the provisions found in 24 CFR 570.608, the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead Based Paint Hazard Reduction Act of 1992 (U.S.C. 4851-4856, and 24 CFR Part 35, subparts A, B, J, K, and R. This Article 2(f) is to be included in all subcontracts, for work in connection with this Contract, which relate to residential structures.

30. NON-COLLUSION (The Sherman Act)

Contractor must comply with the requirements of The Sherman Act, which prohibit collusion. Collusion occurs when two persons or representatives of an entity or organization make an agreement to deceive or mislead another. Such agreements are usually secretive and involve fraud or gaining an unfair advantage over a third party, competitors, consumers or others with whom they are negotiating. The collusion, therefore, makes the bargaining process inherently unfair. Collusion can involve promises of future benefits, price or wage fixing, kickbacks, or misrepresenting the independence of the relationship between the colluding parties.

The Sherman Act prohibits any agreement among competitors to fix prices, rig bids, or engage in other anticompetitive activity. Collusion, bid rigging, or other anticompetitive activity is considered a felony.

Contractor shall not in any way, directly or indirectly:

- **a.** Collude, conspire, or agree with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
- **b.** Pay or agree to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.
- **c.** Assemble in coordination with any other organization in an attempt to fix the price of the work.
- **d.** Contractors are expected to report any suspected fraud, collusion, or impropriety from the inception of solicitation through the end of the contract term.

31. NON-SEGREGATED FACILITIES

“Prohibition of Segregated Facilities”

- **a.** Segregated facilities means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not

include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at: www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

b. The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

c. The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

32. PARTICIPATION BY MINORITY & WOMEN-OWNED BUSINESS ENTERPRISES (2 CFR 200.321)

Contractor must comply with the Minority and Women-owned Business Enterprise participation requirements under 2 CFR 200.321. Contractors must take all affirmative steps necessary to subcontract with Minority and Women-owned Business Enterprises (MWBEs) to assure that MWBEs are used when possible. These affirmative steps shall include:

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists; Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

b. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

c. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The State of Texas maintains a Historically Underutilized Business Program, which identifies any business at least 51 percent owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service Disabled Veteran, who reside in Texas and actively participate in the control, operations and management of the entity's affairs as a Historically Underutilized Business (also considered MWBE).

Contractors who wish to check the status of a firm may visit: https://comptroller.texas.gov/purchasing/vendor/hub/

Contractors and subcontractors are required to facilitate Minority & Women-Owned Business Enterprise participation.

Contractors are encouraged to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers in order to comply with the requirements and may check for firms who perform relevant work by searching: https://comptroller.texas.gov/purchasing/vendor/hub/.

Contractor and subcontractors must facilitate Minority & Women-Owned Business Enterprise participation and take all affirmative steps to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers throughout the life of the Contract.

33. POTENTIAL CONFLICTS OF INTEREST

Pursuant to 2 CFR 200.112, Contractor must comply with disclosure requirements in accordance with Texas Local Government Code, Chapter 176. Contractor shall not use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. By law, the *Conflict of Interest Questionnaire* (provided by the Texas Ethics Commission at www.ethics.state.tx.us) must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the Contractor becomes aware of facts that require the statement to be filed.

This law requires persons desiring to do business with the County to disclose any gifts valued in excess of $250 given to any County Official or the County Official's family member, or employment of any County Official or the County Official's family member during the preceding twelve (12) month period.

The disclosure questionnaire must be filed with the Jefferson County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

An outside consultant or contractor is prohibited from submitting a Proposal for services on a Jefferson County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint-venturer or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited Proposal, that response shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Jefferson County.

34. PREVAILING WAGES (2 CFR 200 APPENDIX II (D) and TGC 2258)

Pursuant to 2 CFR 200 Appendix II (D), Contractor must comply with Texas Government Code (TGC) 2258, Prevailing Wage Rates. Accordingly, Contractor must submit a certified payroll records as required, and compensate any worker employed on a public works project not less than as applicable. As noted under "Davis Bacon and Related Acts", when required by Federal program legislation, construction contracts in excess of $2,000 awarded by Jefferson County shall require compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor must pay wages to laborers and mechanics at a

rate not less than the local prevailing wages, or Davis Bacon wages, as applicable. If both Texas prevailing wages and Davis Bacon provide rates for a particular class, Contractors must pay the greater wage rate. In addition, Contractor must pay wages not less than once a week.

In compliance with Section 2258 of the Texas Government Code, Contractor and any subcontractor hired by Contractor for the construction of any project, shall pay not less than the rates set forth in the Schedule of Prevailing Wages attached and incorporated by reference. In submitting a Proposal, Contractor warrants that it and its subcontractors shall comply with all requirements and worker ratios per the applicable Schedule of Prevailing Wages and Texas state law.

Contractor must submit certified payroll of contractor and all subcontractors on a weekly basis. At County's request, Contractor must make available and shall require its subcontractors to make available, copies of cancelled checks and check stubs for comparisons by the County or its agents. Regardless of whether Davis Bacon or Texas Prevailing Wages apply, the County reserves the right for its agents to visit the project site and to interview contractor, its subcontractors and employees of each on any date or time, as often as desired during the construction period, without prior notification.

Jefferson County will ascertain if proper wage rates are being paid to the employees as required. In the event of a discrepancy between the work performed and the wages paid, the County shall document same and notify Contractor. If, for any length of time and as determined by Jefferson County, discrepancies appear between the certified payrolls and the actual wage paid, the County shall require check stubs to be attached to each weekly certified payroll.

Pursuant to Texas Government Code Section 2258.051, the County reserves the right to withhold any monies due Contractor until such discrepancy is resolved and the necessary adjustment made. The Contractor shall forfeit as a penalty, in accordance with Texas Government Code Section 2258.023(b), to the County or entity who administers the subject Project receiving Federal assistance, Sixty Dollars ($60.00) for each worker, employed for each calendar day, or a portion thereof, such worker is paid less than the said stipulated rates for any work done under this Project, by him/her or by any contractor/subcontractor under him/her.

All contractor/subcontractor shall keep, or cause to be kept, an accurate record showing the names of all workers, also the actual per diem wages paid to each of such workers. Contractor shall impose these same obligations upon its Subcontractors. Contractor understands that with weekly or monthly certified payrolls, contractor is responsible for any and all penalties that shall accrue during the month, regardless of the fact that any error could not be discovered by the Contract Compliance Officer until the following certified payroll.

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

Contractor must comply with 31 U.S.C. Chapter 38, *Administrative Remedies for False Claims and Statements*, which shall apply to the activities and actions of the Contractor and its subcontractors pertaining to any matter resulting from the contract.

36. RESTRICTIONS ON PUBLIC BUILDINGS AND PUBLIC WORKS PROJECTS CERTIFICATION

a. Definitions. The definitions pertaining to this provision are those that are set forth on the clause entitled "Restrictions on Public Works Projects." (Set out under "Contract Clauses" below.)

b. Certification. Except as provided in paragraph (C) of this provision, by submission of its Proposal, Offeror certifies that it:

i. Is not a Contractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR) (see paragraph (H) of this provision);

ii. Has not or will not enter into any subcontract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR, and

iii. Will not provide any product of a country included on the list of foreign countries that discriminate against the U.S. firms published by the USTR.

c. Inability to certify. An Offeror unable to certify in accordance with paragraph (b) of this provision shall submit with its offer a written explanation fully describing the reasons for its inability to make the certification.

d. Applicability of 18 U.S.C. 1001. This certification is paragraph (B) of this provision concerns a matter within the jurisdiction of an agency of the United States, and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 U.S.C. 1001.

e. Notice. Offeror shall provide written notice to the Contracting Officer if, at any time before the contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

f. Restrictions on contract award. Unless a waiver to these restrictions is granted by the Secretary of Housing and Urban Development, no contract will be awarded to an Offeror (1) who is owned or controlled by a citizen or national of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, (2) whose subcontractors are owned or controlled by citizens or national of a foreign country on the USTR list or, (3) who incorporates any product of a foreign country on the USTR list in the public works project.

g. USTR List. The USTR published an initial list in the Federal Register on December 30, 1987 (53 FR 49244), which identified one country-Japan. The USTR can add countries to the list, and remove countries from it, in accordance with section 109 (C) of PUB. L. 100-202.

37. RESTRICTIONS ON PUBLIC BUILDINGS AND PUBLIC WORKS PROJECTS

a. Definitions. “Component”, as used in this clause, means those articles, materials, and supplies incorporated directly into the product. “Contractor or subcontractor of a foreign country,” as used in this clause, means any Contractor or subcontractor that is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country. A contractor or subcontractor shall be considered to be a citizen or national of a foreign country, or controlled directly or indirectly by citizens or nationals of a foreign country:

i. If 50 percent or more of the Contractor or subcontractor is owned by a citizen or a national of the foreign country;

ii. If the title to 50 percent of more of the stock of the Contractor or subcontractor is held subject to trust or fiduciary obligation in favor of citizens or nationals of the foreign country.

iii. If 50 percent or more of the voting power in the Contractor or subcontractor is vested in or exercisable on behalf of a citizen or national of the foreign country;

iv. In the case of a partnership, if any general partner is a citizen of the foreign country;

v. In the case of a corporation. If its presidents or other chief executive officer or the chairman of its board of directors is a citizen of the foreign country or the majority of any number of its directors necessary to constitute a quorum are citizens of the foreign country or the corporation is organized under the laws of the foreign country or any subdivision, territory, or possession thereof; or

vi. In case of a contractor or subcontractor who is a joint venture, if any participant firm is a citizen or national of a foreign country or meets any of the criteria in subparagraphs (A) 1 through 5 of this clause. “Product”, as used in this clause, means construction materials, i.e. articles, materials and supplies brought to the construction site for incorporation into the public works project, including permanently affixed equipment, instruments, utilities, electronic or other devices, but not including vehicles or construction equipment. In determining the origin of a product, Jefferson County will consider a product as produce in a foreign country id it has been assembled or manufactured in the foreign country, or if the cost of the components mined, produced, or manufactured in the foreign country exceed 50 percent of the cost of all its components.

b. Restrictions. The Contractor shall not (1) knowingly enter into any subcontract under this contract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the United States Trade Representative (see paragraph (C) of this clause, or (2) supply any product under this contract of a country included on the list of foreign countries that discriminate against U.S. firms published by the USTR. USTR List. The USTR published an initial list in the Federal Register on December 30, 1987 (53 FR 49244), which identified one country-Japan. The USTR can add other countries to the list, or remove countries from it, in accordance with section 109 (C) of PUB. L. 100-102.

c. Certification. The Contractor may rely upon the certification of a prospective subcontractor that it is not a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR and that products supplied by such subcontractor for use on the Federal public works project under this contract are not products of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, unless such Contractor has knowledge that the certification is erroneous.

d. Subcontractors. The Contractor shall incorporate this clause, modified only for the purpose of properly identifying the parties, in all subcontracts. This paragraph (E) shall also be incorporated in all subcontracts.

38. TRANSACTIONS WITH TERRORIST ORGANIZATIONS PROHIBITED (Texas Government Code 2252.152)

Pursuant to Chapter 2252, Texas Government Code, Contractor shall certify that, at the time of execution of this Contract, neither the Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (1) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of

Chapter 2252 of the Texas Government Code, or (2) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

39. TERMINATION FOR CAUSE & CONVENIENCE (2 CFR Appendix II to Part 200 (A) and (B))

Pursuant to 2 CFR Appendix II to Part 200 (A), Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C.

1908, shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to 2 CFR Appendix II to Part 200 (B), all contracts in excess of $10,000 shall 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. Jefferson County shall have the right to terminate this contract for cause and convenience.

In the event of a failure by Contractor to satisfactorily perform the services specified herein and/or a default by Contractor in abiding by the other terms and conditions of this Contract, Jefferson County may terminate the Contract on written notice to Contractor and Contractor shall be liable for all damages, costs, and expenses (including attorney fees) incurred by County related to this default. Such termination is in addition to and not in lieu of any other remedies that Jefferson County may have in law or equity. Administrative remedies for non- performance, violation or breach of contract terms, or termination of contract for default may include suspension and debarment. Jefferson County may assess liquidated damages for failure to meet completion deadlines, contract breaches, or performance failures of the Contractor or its Subcontractors. Contractor shall be provided the opportunity to cure certain performance failures or instances of default as described in the contract documents. The legal dispute resolution process as applicable under the Texas Civil Practice and Remedies Code shall include, but is not limited to, Texas and Civil Practice and Remedies Section 38 – Attorney's Fees, Texas Civil Practice and Remedies Section 41 – Damages, and Texas Civil Practice and Remedies Section 154 – General Provisions. Jefferson County and Contractor(s) should attempt to resolve any claim for breach of contract made by Contractor, to the extent it is applicable to the Contract and not preempted by other law. Except as otherwise provided by law, nothing herein is a waiver by the County or the State of Texas of the right to seek redress in a court of law.

40. VERIFICATION NOT TO BOYCOTT ISRAEL

As required by Texas Government Code Chapter 2270, Contractor verifies that it does not boycott Israel and will not boycott Israel through the term of this Contract. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

41. VENDORS/CONTRACTORS OWING TAXES OR OTHER DEBTS

Pursuant to Texas Local Government Code 262.0276, if, during the performance of this contract, Contractor's taxes become delinquent or Contractor becomes otherwise indebted to Jefferson

County, Jefferson County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code 154.045.

Whether or not a Contractor's taxes are delinquent will be determined by an independent review of the Tax Office records. Contractors are encouraged to visit the Tax Office website at https://jeffcotax.com/

set up a portfolio of their accounts and make their own initial determination of the status of their tax accounts. Contractors who believe a delinquency is reflected in error must contact the Tax Office to correct any errors or discrepancies prior to submitting their Proposal in order to ensure that their Proposal will be considered. Furthermore, if, during the performance of this contract, a Contractor's taxes become delinquent or a vendor becomes otherwise indebted to Jefferson County, Jefferson County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code §154.045. This policy is effective for

all responses due on or after November 1, 2009.

42. WHISTLEBLOWER PROTECTION ACT

Contractor, subcontractors, and employees working on this Project shall be subject 41 U.S. Code § 4712, which requires that an employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

The Contractor shall inform its employees and subcontractors in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts providing services for this Project.

REQUIRED CONTRACT PROVISIONS

Italics – Explanatory; not contract language

All Contracts

THRESHOLD	PROVISION	CITATION
None	(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), ''Debarment and Suspension.'' SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
None	The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, and the Texas Department of Agriculture (TDA), and the City/County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the GLO award, in order to make audits, examinations, excerpts, and transcripts and to closeout the City's/County's GLO contract with GLO.	2 CFR 200.336 (former 24 CFR 85.36(i)(10))
None	Grantees or subgrantees must retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.	2 CFR 200.333 (former 24 CFR (85.36(i)(11))
None	Sec. 176.003. CONFLICTS DISCLOSURE STATEMENT REQUIRED. (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if: (1) the vendor enters into a contract with the local governmental entity or the local governmental entity is considering entering into a contract with the vendor; and (2) the vendor: (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that: (i) a contract between the local governmental entity and vendor has been executed; or (ii) the local governmental entity is considering entering into a contract with the vendor; (B) has given to the local government officer or a family member of the officer one or more gifts that have an	Chapter 176 of the Local Government Code

	aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that: (i) a contract between the local governmental entity and vendor has been executed; or (ii) the local governmental entity is considering entering into a contract with the vendor; or has a family relationship with the local government officer. (a-1) A local government officer is not required to file a conflicts disclosure statement in relation to a gift accepted by the officer or a family member of the officer if the gift is: (1) a political contribution as defined by Title 15, Election Code; or (2) food accepted as a guest. (a-2) A local government officer is not required to file a conflicts disclosure statement under Subsection (a) if the local governmental entity or vendor described by that subsection is an administrative agency created under Section 791.013, Government Code. (b) A local government officer shall file the conflicts disclosure statement with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of the statement under Subsection (a).	
>$10,000	(*B) 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 effected and the basis for settlement.* ***Use the following language for contracts > $ 10,000:*** <u>Termination for Cause</u> If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City/County shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the City/County, be turned over to the City / County and become the property of the City / County. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of contract by the Contractor, and the City/County may set-off the damages it	2 CFR 200 APPENDIX II(B)

	incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor. Termination for Convenience of the City/County City/County may at any time and for any reason terminate Contractor's services and work at City/County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement. [Parties should include the manner by which such termination will be effected and the basis for settlement or any other terms and conditions concerning payment upon such termination.]	
>$50,000	*(A) Contracts for more than $50,000 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.* ***Use the following language for contracts > $50,000:*** Resolution of Program Non-compliance and Disallowed Costs In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or GLO program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. *[This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.]* If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.	2 CFR 200 APPENDIX II (A)
Option Contract Language for Procurement before Grant Funds Awarded	Payment of the fees [described in ____ section] shall be contingent on GLO funding. In the event that grant funds are not awarded to the City / County by TDA through the GLO program, this agreement shall be terminated by the City / County.	2 CFR 200.319(a)

Additional provisions for administration & engineering contracts associated with construction contracts

THRESHOLD	PROVISION	CITATION
>$10,000	*(Italics – Explanatory; not contract language)* *2 CFR 200 Appendix II (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR 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 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."* *Therefore, include the following EO clause (not in italics) in construction contracts including construction associated administration and engineering contracts > $10,000:* **§60-1.4(b) Equal opportunity clause.** (b) *Federally assisted construction contracts. Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:* *The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity 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	41 CFR §60-1.4(b) And 2 CFR 200 APPENDIX II (C)

	conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The Contractor will not discourage 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 noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures	

	authorized in Executive Order 11246 of September 24, 1965, and such other sanctions 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 (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States. 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. (c) Subcontracts. Each nonexempt prime Contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts. (d) Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate. (e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the Contractor is written. (f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings. [43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997; 79 FR 72993, Dec. 9, 2014; 80 FR 54934, September 11, 2015]	
>$100,000	*§135.38 Section 3 clause* *All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):* A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no	24 CFR §135.38

	contractual or other impediment that would prevent them from complying with the part 135 regulations. C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin. D. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135. E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135. F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts. G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).	

Construction Contracts

THRESHOLD	PROVISION	CITATION
>$2,000 for Davis Bacon and Copeland "Anti-Kickback" Act; >$100,000 for Contract Work Hours and Safety Standards Act	*HUD 4010 Federal labor standards provisions include:* *1. Davis Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by DOL regulations (29 CFR part 5);* *2. Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3); and* *3. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.)* *See HUD 4010 contract language in Appendix F. Inclusion of this language into the construction contract satisfies contract requirements of the separate acts noted.*	
>$2,000 (Satisfied with inclusion of HUD 4010)	*Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland "Anti-Kickback" Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3):* (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractors must be 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. In addition, Contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	2 CFR 200 APPENDIX II (D)

>$10,000	*(Italics – Explanatory; not contract language)* *2 CFR 200 Appendix II (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR 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 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."* *Therefore, include the following EO clause (not in italics) in construction contracts including construction associated administration and engineering contracts > $10,000:* **§60-1.4(b) Equal opportunity clause.** (b) *Federally assisted construction contracts. Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:* *The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity 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	41 CFR §60-1.4(b) And 2 CFR 200 APPENDIX II (C)

	applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The Contractor will not discourage 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 noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions 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 (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States. 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. (c) Subcontracts. Each nonexempt prime Contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts. (d) Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate. (e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the Contractor is written. (f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings. [43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997; 79 FR 72993, Dec. 9, 2014; 80 FR 54934, September 11, 2015]	
≥$100,000	(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must 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 must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
>$100,000	(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts	2 CFR 200 APPENDIX II (E)

(Satisfied with inclusion of HUD 4010)	awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	
>$100,000	*§135.38 Section 3 clause* *All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):* A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations. C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.	24 CFR §135.38

	D. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135. E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135. F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts. G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).	
>$150,000	(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)

Respondent's Certification

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

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

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

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

_____
NAME OF BUSINESS

BY:

_____
SIGNATURE

_____
NAME & TITLE, TYPED OR PRINTED

_____
MAILING ADDRESS

_____
CITY, STATE, ZIP CODE

(___) _____
TELEPHONE NUMBER

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

_____
Notary Public

State of _____

My Commission Expires: _____

<u>Respondent:</u> Return Completed Form with Offer.

ATTACHMENT A

ATTACHMENT A (RFQ 21-016/JW)

551

LATITUDE: 29°52'35.18"N
LONGITUDE: 94°22'17.54"W

DITCH M400A

LATITUDE: 29°51'24.54"N
LONGITUDE: 94°24'4.75"W

DITCH M400

LATITUDE: 29°51'15.21"N
LONGITUDE: 94°20'29.10"W

MAYHAW BAYOU

LATITUDE: 29°49'22.61"N
LONGITUDE: 94°17'35.53"W

N

SCALE: 1" = 3000'
SCALE IN FEET
0 1500 3000

C:\USERS\BTERRELL\DOCUMENTS\JOB STARTUPS\DRAINAGE STUDY\GLO APPLICATION MAYHAW BAYOU.DWG

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LJA Engineering, Inc.
2615 Calder Avenue, Suite 500
Beaumont, Texas 77702
Phone 409.833.3363
Fax 409.833.0317
FRN - F-1386

Date : 2/24/2020

JEFFERSON COUNTY DD3 MAYHAW BAYOU DRAINAGE STUDY UPDATE

EXHIBIT "A"

Action	Name	Date
Design	CC	02/2020
Drawn	DBT	02/2020
Checked	CC	02/2020
Approved	AS	02/2020
Scale	AS SHOWN	
Sheet	1 Of 1	

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

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

May 18, 2021

Request for Statements of Qualification (RFQ 21-014/JW)
Professional Engineering Services for Drainage Improvements:
Drainage Ditch 110-B and Drainage Ditch 107
(Community Development Block Grant - Disaster Recovery) Program Project for Jefferson County

Dear Vendors:

You are invited to submit a statement of qualifications in accordance with Request for Statements of Qualification (RFQ 21-014/JW) Professional Engineering Services for Drainage Improvements: Drainage Ditch 110-B and Drainage Ditch 107 (Community Development Block Grant - Disaster Recovery) Program Project for Jefferson County. Jefferson County is soliciting statements of qualifications from qualified firms to provide engineering services to reconstruct and increase the capacity of Drainage Ditch 110-B and Drainage Ditch 107. (GLO Contract No. 20-065-121-C408).

All interested individuals and firms shall obtain a "Request for Qualifications" packet from the Jefferson County Purchasing web site at http://co.jefferson.tx.us/Purchasing

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

Responses are to be sealed and addressed to the Purchasing Agent with the request for qualifications number and name marked on the outside of the envelope or box. All responses shall be submitted with an original and (5) five copies, to the Jefferson County Purchasing Department, 1149 Pearl Street, 1st Floor, Beaumont, Texas 77701, no later than 11:00 am CT, Wednesday, June 16, 2021. Jefferson County does not accept responses submitted electronically. Responses will be publicly opened and the names of responding firms will be read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701 at the time and date below. Statements of Qualifications received after that time will be considered late and will be returned unopened. Inquiries shall be directed to Jamey West, Assistant Purchasing Agent at 409-835-8593 or jwest@co.jefferson.tx.us

REQUEST NAME: **Professional Engineering Services for Drainage Improvements: Drainage Ditch 110-B and Drainage Ditch 107 (Community Development Block Grant – Disaster Recovery) Program Project for Jefferson County**

REQUEST NO.: **RFQ 21-014/JW**

DUE DATE/TIME: **11:00 am CT, Wednesday, June 16, 2021**

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

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

We look forward to your active participation in this solicitation.

Sincerely,

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

Published: Beaumont Enterprise and Port Arthur News: May 19 & 26th, 2021 / The Examiner: May 20, 2021

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Response Submissions:

Respondent is responsible for submitting: One (1) original and five (5) response 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. http://www.co.jefferson.tx.us/purchasing/main.htm

Section 1. Introduction and Purpose:

Hurricane Harvey overwhelmed the drainage system of Jefferson County, Texas (County). Heavy rainfall caused flooding of homes and streets. This inundated the drainage system and threatened public health, safety, and welfare.

In response to the identified needs for drainage improvements, Jefferson County has applied for the upcoming Community Development Block Grant – Disaster Recovery funding from the General Land Office (GLO) – Community Development & Revitalization (GLO). One of the planned projects with this potential funding is to conduct drainage improvements for Drainage Ditch 110-B and Drainage Ditch 107 to reduce the impact of future flooding.

The following outlines this request for qualifications.

Section 2. Scope of Work:

Should these grant funds be secured from the GLO, the County will seek to contract with a qualified and competent Engineering Firm to conduct the following engineering services.

- **Drainage Ditch 110-B** (Behind 2750 S Eighth Street, Beaumont**)**
  Approximate Latitude/Longitude: 30.0586, -94.1236
  Proposed HUD Performance Measures: 500 LF

Selected Engineering Firm will provide engineering services for the installation of larger box culverts and realigning the concrete slope paving on Ditch No. 110-B will promote sustainable long-term recovery by putting in place additional access for future maintenance and provide better flow conveyance for future flood flows.

The cost of installing precast concrete boxes in Ditch No. 110-B is the best alternative given the narrow right-of-way between homes and businesses. The improved flow conveyance will provide cost savings due to decreased flood damages in the area.

The Ditch No. 110-B project uses adaptable technology by utilizing precast box culverts, which fit in the narrow right-of-way, and yet still convey the flood flows. Due to the structural stability of the culverts, the project is reliable with regards to long-term life and supporting adjacent structures.

- **Drainage Ditch 107** (From W Cardinal Drive to Sarah Street)
  Approximate Latitude/Longitude: 30.043930, -94.129439
  Proposed HUD Performance Measures: 1,250 LF

Selected Engineering Firm will provide engineering services for the enlargement of and addition of concrete lining for Ditch No. 107 to promote long-term recovery by putting in place a ditch that will meet future needs, as well as a ditch that will maintain its size and shape during future rain events. The new ditch will be easily maintainable and can be cleaned out using standard skid-steer equipment without access issues.

The concrete lining and enlarging of Ditch No. 107 were chosen to provide a cost benefit because of the greatly decreased maintenance costs and the cost savings that will be realized through reduced flood damages.

The use of cast-in-place concrete for the lining of Ditch No. 107 is an adaptable and reliable technology, because the concrete can conform to the shape needed for the ditch and the extremely long-life span of Portland cement concrete.

The successful respondent is expected to provide all engineering services necessary for project completion including but not limited, to the following;

- Environmental assessments, as necessary
- Compiling information and permit documents for Corps of Engineers, State, and Local entities
- Providing topographic surveys including bathymetric surveys, as necessary
- Engineering studies regarding wave and scour analyses for the ramp and jetty designs, as necessary
- Development of the construction project Scope of Work
- Development of design plans and specifications
- Development of the draft and final Construction Budgets
- Preparation of the bid package
- Development of materials for and attendance of Pre-bid and Pre-construction meetings
- Performance of geotechnical report, as necessary for design;
- Coordination of Engineer's subconsultants including, but not limited to: Engineering and environmental professionals, geotechnical professionals, surveyors etc.
- Providing construction management as necessary, including but limited to, not notice of award/notice to proceed, monthly pay requests, serving as the point of contact with the contractor, development of project close out documents;
- Maintaining correspondence and communications with the County during design, bidding and construction activities
- Attend County Commissioner's Court meetings, as necessary
- Other special services as determined

As these projects are to be grant funded, the County maintains the right to contract engineering services (under this RFQ) <u>as needed</u> as the scope of services/projects funded are subject to change depending upon grant funds received.

<u>Engineering Firm providing these services must</u>:

Be led by a principal or partner of an established professional firm or organization;

Have demonstrated ability to work successfully with government entities including:

1. No previous record of default on a government contract;

2. No applicant entity, or principal thereof, may be awarded a Federal contract if subject to a debarment, suspension, or limited denial of participation under 24 CFR Part 24;

3. No formal debarment or suspension from entering into contracts with a governmental agency or other notification of ineligibility or prohibition against bidding or proposing on government contracts; and

4. A clear understanding of, and ability to comply with, state, federal, and grant funding requirements as defined in this RFQ.

Section 3. Statement of Qualifications Requirements

Qualifications Statement Format Requirements:

- Responses must be prepared in such a way as to provide a straight-forward, concise description of capabilities to satisfy the requirements of the RFQ. Expensive bindings and promotional materials are not necessary or desired. Emphasis should be on conformance to the RFQ instructions, responsiveness to the RFQ requirements, and on completeness and clarity of content.
- All responses shall be submitted with an original and (5) five copies
- **Maximum of (30) pages**, typed, front and back or single sided, with each page clearly numbered at the bottom of the page. *Note: The inclusion of these specifications (127 pages) in their entirety, completed FORM 1295, SAM Registration, and Certificate of Insurance documents are not to be included in response page count.* **Qualifications Statement Information Requirements**:

Jefferson County is seeking to contract with a competent and professional engineering firm, registered to practice in the State of Texas and in good standing (per the Texas Engineering Practice Act), that has had experience in the following areas:

- Municipal construction including but not limited to waterworks, projects;
- Federally-funded construction projects; and
- Projects located in this general region of the state

Offerors should also address the following topics within their response:

- Name of the firm wishing to contract with the County.
- Firm's local address.
- Firm's corporate or main office address.
- Number of years the firm has been in business.
- Firm's organization chart
- Names, titles, address, and telephone numbers of persons who are authorized to negotiate for and contractually bind the firm. One of these persons should sign the response. A contact must be named for addressing questions generated during the evaluation process.
- Description of the reasons why the firm would be uniquely qualified to provide Professional Engineering Services to Jefferson County.
- Brief history your firm, including general background, knowledge of and experience working with relevant agencies, with an emphasis on recent experience;
- Brief statement of the respondent's understanding of the services required and qualifications necessary to provide CDBG-DR Engineering Services;
- Brief summary of the overall capabilities of staff and any proposed sub-contractors relative to CDBG-DR Engineering Services as outlined in the scope of work, as well as staffing plans clearly stating how they intend to integrate staff and maintain presence with the County throughout the duration of the contract; and capability of meeting deadlines.
- Proof of proper and valid licensing to conduct business in Jefferson County and the State of Texas

- Proof of Current Applicable Department of Professional Regulation License(s)
- Proof of Other Current Applicable Certification(s)
- Copy of your current certificate of insurance for professional liability.

  Note: Upon award, firm must provide a certificate of insurance that meets/exceeds insurance requirements as written on Pages 7-8 (Sections 7 & 8) of these specifications.
- List of past local government clients, as well as resumes of all engineers/staff persons that will or may be assigned to this project if you receive the engineering contract award.
- Description of work performance and experience with Engineering Services for CDBG Disaster Recovery or similar grant-funded projects (within the past five years) including a list of at least three references from past local government clients or other applicable clients, with information describing the recency and relevancy of the previous performance and experience;
- Description of your firm's capacity to perform as well as resumes of all employees who will or may be assigned to provide technical assistance if your firm is awarded this Engineering Services contract, identifying current employees and proposed hires; and
- Statement substantiating the resources of the proposing entity and the ability to carry out the scope of work requested within the proposed timeline.
- **Three (3) COMPLETED & SIGNED Vendor Reference Statements (forms included in these specifications, see Pages 17-19). These statements must be completed and signed by the Reference.**

Additional Information:

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

Section 4. Procedure

Firms are encouraged to submit statements of qualifications and experience. The Commissioners' Court will appoint a Selection Committee, which will evaluate qualified responses. Responses will be ranked on the basis of demonstrated experience, competence, and qualifications. Fees, price, work hours, or any other cost information will not be considered in the development of the short list. Jefferson County will then enter into negotiations with the highest qualified firm. The negotiations will first establish the scope, terms and conditions, and time limits for the proposed contract. Once agreement is reached between Jefferson County and the selected firm, the County will request a fee proposal from the firm. If agreement is reached, the County will retain the firm and enter into a written contract with it. If an agreement cannot be negotiated with the selected firm, the County will then enter into negotiations with the next most qualified firm. This procedure will continue until agreement is reached and a contract is produced. If the County cannot negotiate an agreement, the procedure will be terminated.

Section 5. Selection Committee

Because of the diversity of the departments and activities of the County, the Jefferson County Commissioners' Court will appoint the selection committee for this Request for Qualifications. The Purchasing Agent may appoint a chairperson and no less than two other members for the committee. Typically, the committee will consist of at least one elected official, one professional in the task required, a person knowledgeable about procurement practices, and either a representative of the department requesting the project, or the department executing the project. However, this structure is not binding. Other members may be appointed as necessary and appropriate, but the total number of persons on the selection committee shall not exceed five persons. Committee appointments shall be in writing and shall briefly describe the scope of the project and, if necessary, the primary disciplines required to accomplish the project, in order to assist the committee in developing a list of firms that might best accomplish the work required.

Committee membership and project requirements will vary from project to project; therefore, a firm rated number one for one project could very well not even be rated for another.

Section 6. Laws and Regulations

The selected Engineering Firm(s)/Individual(s) must comply with all laws, ordinances, and rules and regulations which govern the work specified in this contract.

Section 7. Insurance

The contractor (including any and all subcontractors as defined in Section 8.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below.

Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

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

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

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

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations	$1,000,000
Excess Liability	$1,000,000

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (See Section 8 Below)

Section 8. Workers' Compensation Insurance

8.1 Definitions:

8.1.1 **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.

8.1.2 **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.

8.1.3 **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.

8.2 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.

8.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 7 above.

8.4 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.

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

8.5.1 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

8.5.2 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.

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

8.7 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.

8.8 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.

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

8.9.1 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.

8.9.2 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.

8.9.3 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.

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

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

8.9.4.2 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.

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

8.9.6 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

8.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 8.1. – 8.7., with the certificates of coverage to be provided to the person for whom they are providing services.

8.10 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.

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

Section 9. Confidential/Proprietary Information

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

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

Section 10. Terms and Conditions

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

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

3. The Engineering Firm shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.

4. No reports, information, or data given to or prepared by the Engineering Firm under contract shall be made available to any individual or organization by the Engineering Firm without the prior written approval of the County.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Minority-Women Business Enterprise Participation

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

Section 11. Tentative Schedule of Events

May 18, 2021	Issuance of Request for Statements of Qualification
June 16, 2021	Deadline Submission (late responses will not be considered)
Week of June 21st	Responses distributed to Evaluation Committee
Week of June 28th	Evaluation Committee Convenes to Tabulate Scoring and Determines Short List
Week of July 13th	Recommendation for Award/Contract Execution

Please note: The above schedule of events is tentative in nature. Dates listed are subject to change.

Section 12. Rating Criteria

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

a.	**Experience**	**Maximum Points = 40**
b.	**Work Performance/References**	**Maximum Points = 40**
c.	**Capacity to Perform**	**Maximum Points = 20**

For this RFQ, Respondent's qualifications will be evaluated and the most qualified Respondent will be selected, subject to negotiation of fair and reasonable compensation.

- For costs of engineering (A/E) professional services that will exceed $50,000, negotiations, including profit as a percentage of the price of the contract, must occur after the initial selection of the engineer or architect as price cannot be used as a selection factor. (See 2 CFR 200.320(d)(5) and Texas Government Code § 2254.004) Upon the initial selection of the Respondent based on its demonstrated competence and qualifications to perform such services, the Respondent must disclose and certify the percentage of profit as a separate element of the price of the contract during its negotiations with the Grant Recipient to determine fair and reasonable compensation.

Section 12. Submission Requirements

Respondents are responsible for submitting:

One (1) original and (5) five response copies; with all copies to include a completed copy of this specifications packet, in its entirety.

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

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

Responses shall be mailed or delivered to:

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

All submissions must be received by 11:00 am CT, Wednesday, June 16, 2021

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

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

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

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

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

There will NOT be a Pre-Submittal Conference for this RFQ.

Deadline for Questions: In the event your firm desires additional information, Jefferson County will endeavor to provide such information; however, Jefferson County will not be responsible for any delay resulting in the respondent's inability to meet the deadline for submission of the Statement of Qualifications.

Interested parties may provide written questions to Jamey West, Assistant Purchasing Agent at: jwest@co.jefferson.tx.us.

Question responses will be made available as soon as possible and posted as addendum(s) to the on the Jefferson County Purchasing Department's website.

The deadline for asking questions in writing or requesting additional information (in writing) is: 5:00 pm, Friday, June 11, 2021.

Courthouse Security: Respondents are advised that all visitors to the Courthouse must pass through Security. Respondents 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.

In response to the Covid-19 pandemic, Jefferson County has implemented precautionary measures recommended by the CDC within its facilities. At times, these precautions may slow entry into the courthouse. Bidders are strongly urged to plan accordingly.

County Holidays – 2021:

May 31, 2021	Memorial Day	Monday
July 5, 2021	Independence Day	Monday
September 6, 2021	Labor Day	Monday
November 11, 2021	Veteran's Day	Thursday
November 25 & 26, 2021	Thanksgiving	Thursday & Friday
December 23 & 24, 2021	Christmas	Thursday & Friday
December 31, 2021	New Year's	Friday

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

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

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

Professional Engineering Services Rating Sheet for (RFQ 21-014/JW)

Grant Recipient Jefferson County, Texas
CDBG Contract No._____
Name of Respondent _____
Date of Rating _____
Evaluator's Name _____
Evaluator's Signature:_____

Experience -- Rate the Respondent of the Request for Qualifications (RFQ) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent.

Experience

	Factors	Maximum Points	SCORE
1.	Related Experience / Background with federally funded projects	5	_____
2.	Related Experience / Background with specific project type (Federally-Funded Drainage Projects)	5	_____
3.	Related experience/background with specific services (Professional Engineering Services for Drainage Projects)	20	_____
4.	References from current/past clients	10	_____
	Subtotal, Experience	**40 possible points**	_____ **TOTAL**

Work Performance

	Factors	Maximum Points	SCORE
1.	Past client projects completed on schedule	20	_____
2.	Work product is consistently of high quality with low level of errors	20	_____
	Subtotal, Performance	**40 possible points**	_____ **TOTAL**

Capacity to Perform

	Factors	Maximum Points	SCORE
1.	Qualifications/Experience of Staff	5	_____
2.	Present and Projected Workloads	5	_____
3.	Quality of Response	5	_____
4.	Demonstrated understanding of scope of the project	5	_____
	Subtotal, Capacity to Perform	**20 possible points**	_____ **TOTAL**

SAMPLE

Professional Engineering Services Rating Sheet (CONTINUED)

EVALUATOR: _____

TOTAL SCORE

	Factors	Maximum Points	SCORE
☐	Experience	40	_____
☐	Work Performance	40	_____
☐	Capacity to Perform	20	_____
		100	
	Total Score_____	**MAXIMUM POINTS**	_____

SAMPLE

Respondent Information Form

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

RFQ Number & Name:

Request for Statements of Qualification (RFQ 21-014/JW)

Professional Engineering Services for Drainage Improvements: Ditch 110-B and Ditch 107 (Community Development Block Grant - Disaster Recovery) Program Project for Jefferson County

Respondent's Company/Business Name: _____

Respondent's TAX ID Number: _____

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

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

Fax Number (with area code):_____

Email Address: _____

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

_____
Address

_____
City, State, Zip Code

<u>Respondent Shall Return Completed Form with Offer.</u>

Vendor Reference Number One: Questionnaire Form

Respondent: Please have reference complete & sign this questionnaire form.
A total of (3) completed forms are to be submitted with your response to this RFQ.

Reference Information:

Government Entity/Company Name: _____

Address:_____
Street/PO *City* *State* *Zip*

Reference Contact Person & Title:_____

Phone: (_____)_____ **Alt. Phone**: (_____)_____ **Fax**: (_____)_____

Email Address:_____

Reference Contact Person's Signature:_____ **Date**:_____

1. Briefly Describe the work the contractor performed for your office/company/firm:

_____

_____

2. How well did the contractor adhere to the agreed upon schedule?

_____

_____

3. How would you rate the contractor's quality of work?

_____

_____

4. How would you rate the contractor's use of adequate personnel in quantity, experience, and profession?

_____

_____

5. How would you rate the contactor's use of appropriate engineering/project management methods?

_____

Respondent Shall Return Completed Form with Offer.

Vendor Reference Number Two: Questionnaire Form

Respondent: Please have reference complete & sign this questionnaire form.
A total of (3) completed forms are to be submitted with your response to this RFQ.

Reference Information:

Government Entity/Company Name: _____

Address:_____
Street/PO *City* *State* *Zip*

Reference Contact Person & Title:_____

Phone: (_____)_____ **Alt. Phone**: (_____)_____ **Fax**: (_____)_____

Email Address:_____

Reference Contact Person's Signature:_____ **Date**:_____

1. Briefly Describe the work the contractor performed for your office/company/firm:

_____

_____

2. How well did the contractor adhere to the agreed upon schedule?

_____

_____

3. How would you rate the contractor's quality of work?

_____

_____

4. How would you rate the contractor's use of adequate personnel in quantity, experience, and profession?

_____

_____

5. How would you rate the contactor's use of appropriate engineering/project management methods?

_____

_____

Respondent Shall Return Completed Form with Offer.

Vendor Reference Number Three: Questionnaire Form

Respondent: Please have reference complete & sign this questionnaire form.
A total of (3) completed forms are to be submitted with your response to this RFQ.

Reference Information:

Government Entity/Company Name: _____

Address:_____
Street/PO *City* *State* *Zip*

Reference Contact Person & Title:_____

Phone: (_____)_____ **Alt. Phone**: (_____)_____ **Fax**: (_____)_____

Email Address:_____

Reference Contact Person's Signature:_____ **Date**:_____

1. Briefly Describe the work the contractor performed for your office/company/firm:

_____

_____

2. How well did the contractor adhere to the agreed upon schedule?

_____

_____

3. How would you rate the contractor's quality of work?

_____

_____

4. How would you rate the contractor's use of adequate personnel in quantity, experience, and profession?

_____

_____

5. How would you rate the contactor's use of appropriate engineering/project management methods?

_____

Respondent Shall Return Completed Form with Offer.

CONTRACT

PROFESSIONAL ENGINEERING SERVICES

PART I

AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, by and between the COUNTY OF Jefferson, Texas hereinafter called the "County", acting herein by _____ here unto duly authorized, and _____ hereinafter called "the Contractor", acting herein by _____.

WITNESSETH THAT:

WHEREAS, the County of Jefferson, Texas desires to implement/complete the following:

Engineering Services for Drainage Improvements (Ditch 110-B and Ditch 107) for under the general direction of the Texas General Land Office. Whereas the County desires to engage_____ to render certain Engineering Services in connection with this Community Development Block Grant – Disaster Recovery Program , Contract Number _____.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services

   The Contractor will perform the services set out in Part II, Scope of Services.

2. Time of Performance - The services of the Contractor shall commence on _____. In any event, all of the services required and performed hereunder shall be completed no later than _____.

3. Local Program Liaison - For purposes of this Contract, The Jefferson County Judge or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Contractor. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

4. Access to Records – The Texas General Land Office, The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas Department of Agriculture (TDA), and the County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the Engineering Services award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the County's Engineering Services contract with _____.

5. Retention of Records - The Contractor shall retain all required records for three years after the County makes its final payment and all pending matters are closed.

6. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed $_____. Payment to the Contractor shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.

7. Indemnification – The Contractor shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the County and its agency members from and against any and all claims, costs, suits, and damages, including attorneys' fees, arising out of the Contractor's performance or nonperformance of the activities, services or subject matter called for in this agreement or in connection with the management and administration of the GLO contract, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

8. Miscellaneous Provisions

   a. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Jefferson County, Texas.

SAMPLE

b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement.

9. Extent of Agreement

This Agreement, which includes Parts I-IV, [*and if applicable,* including the following exhibits/attachments: represents the entire and integrated agreement between the County and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both County and Contractor.

The executed agreement documents shall consist of the following components:

a. This Agreement (pgs. 1-3)
b. Addenda
c. Request for Statement of Qualifications (RFQ) in its entirety
e. Signed Copy of RFQ
f. General Conditions
g. Special Conditions
h. [Add any applicable documents]

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

BY: _____

(Local County Official)

_____

(Printed Name)

_____

(Title)

BY: _____

(Contractor's Authorized Representative)

_____

(Printed Name)

_____

(Title)

SAMPLE

PART II

SCOPE OF SERVICES

The Contractor shall provide the following scope of services:

Awarded firms shall be responsible for the performance of all required Engineering Services as described within the bid specifications, addenda, and appendices for this project. All submitted responses shall be for principal firms and may include subcontractors.

A description of services that may be utilized under this RFQ includes <u>but is not limited to:</u>

Conduct engineering services to reconstruct and increase the capacity of Drainage Ditch 110-B and Drainage Ditch 107.

- Drainage Ditch 110-B (Behind 2750 S Eighth Street, Beaumont)
  Approximate Latitude/Longitude: 30.0586, -94.1236
  Proposed HUD Performance Measures: 500 LF

- Drainage Ditch 107 (From W Cardinal Drive to Sarah Street)
  Approximate Latitude/Longitude: 30.043930, -94.129439
  Proposed HUD Performance Measures: 1,250 LF

The successful respondent is expected to provide all engineering services necessary for project completion including but not limited, to the following;

- Environmental assessments, as necessary
- Compiling information and permit documents for Corps of Engineers, State, and Local entities
- Providing topographic surveys including bathymetric surveys, as necessary
- Engineering studies regarding wave and scour analyses for the ramp and jetty designs, as necessary
- Development of the construction project Scope of Work
- Development of design plans and specifications
- Development of the draft and final Construction Budgets
- Preparation of the bid package
- Development of materials for and attendance of Pre-bid and Pre-construction meetings
- Performance of geotechnical report, as necessary for design;
- Coordination of Engineer's subconsultants including, but not limited to: Engineering and environmental professionals, geotechnical professionals, surveyors etc.
- Providing construction management as necessary, including but limited to, not notice of award/notice to proceed, monthly pay requests, serving as the point of contact with the contractor, development of project close out documents;
- Maintaining correspondence and communications with the County during design, bidding and construction activities
- Attend County Commissioner's Court meetings, as necessary
- Other special services as determined

<u>Additional Services (as directed by the County):</u>

Court appearances

Any other task necessary to complete the objectives of the CDBG-DR/GLO Program.

SAMPLE

PART III
PAYMENT SCHEDULE

County shall reimburse (Contractor) for Engineering Services provided and as described within this contract document and bid specifications, as follows:

T.B.D.

SAMPLE

PART IV
TERMS AND CONDITIONS

1. **Termination for Cause.** If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the County shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the County, be turned over to the County and become the property of the County. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

   Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor, and the County may set-off the damages it incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor.

2. **Termination for Convenience of the County.** County may at any time and for any reason terminate Contractor's services and work at County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

   [Parties should include the manner by which such termination will be affected and the basis for settlement or any other terms and conditions concerning payment upon such termination.]

3. **Changes.** The County may, from time to time, request changes in the services the Contractor will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Contractor's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.

4. **Resolution of Program Non-Compliance and Disallowed Costs.** In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or Texas General Land Office Community Development Block Grant-Disaster Relief program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally.

   If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

SAMPLE

5. **Personnel.**
   a. The Contractor represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.
   b. All of the services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
   c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. **Assignability.** The Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County thereto; Provided, however, that claims for money by the Contractor from the County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County.

7. **Reports and Information.** The Contractor, at such times and in such forms as the County may require, shall furnish the County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

8. **Records and Audits.** The Contractor shall insure that the County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. County shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.

   a. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Contractor under this contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the County.

   b. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

   c. Compliance with Local Laws. The Contractor shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Contractor shall save the County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

9. Conflicts of Interest.

   a. Governing Body. No member of the governing body of the County and no other officer, employee, or agent of the County, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of the GLO award between GLO and the County shall have any personal financial interest, direct or

SAMPLE

indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.

b. Other Local Public Officials. No other public official who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the Engineering Services award between _____ and the County shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.

c. Contractor and Employees. The Contractor warrants and represents that it has no conflict of interest associated with the Engineering Services award between _____ and the County or this Agreement. The Contractor further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the GLO award between GLO and the County or in any business, entity, organization or person that may benefit from the award. The Contractor further agrees that it will not employ an individual with a conflict of interest as described herein.

10. Debarment and Suspension (Executive Orders 12549 and 12689). The Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor. The Contractor understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

Federal Civil Rights Compliance.

11. Equal Opportunity Clause (applicable to federally assisted construction contracts and subcontracts over $10,000).

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

a. 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.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. The Contractor will not discourage 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

SAMPLE

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.

d. 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.

e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.

f. 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.

g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions 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.

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

12. **Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.**

13. **Section 109 of the Housing and Community Development Act of 1974.** The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

SAMPLE

14. **Section 504 Rehabilitation Act of 1973, as amended.** The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.

15. **Age Discrimination Act of 1975**. The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

[If this Contract is greater than $100,000, include the following Section 3 language:]

16. **Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.**

a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

c. The Contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

e. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b)

SAMPLE

requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

SAMPLE

SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION

RESPONDENT INSTRUCTIONS:

INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT REGISTRATION BEHIND THIS PAGE.

(For additional information, please see Section 11, Item 5, Page 10.)

CERTIFICATE OF INSURANCE

RESPONDENT INSTRUCTIONS:

INSERT COPY OF CERTIFICATE OF INSURANCE HERE.

UPON AWARD, THE AWARDED RESPONDENT WILL BE REQUIRED TO SUBMIT A CERTIFICATE OF INSURANCE THAT NAMES JEFFERSON COUNTY AS AN "ADDITIONAL INSURED."

(For additional information, please see Sections 7 & 8, Page 7)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

4

Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** ☐

6 **UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

Must file online at www.ethics.state.tx.us/File

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 Request for Statements of Qualification (RFQ) and any written exceptions in the offer. We understand that the items in this RFQ including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

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

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

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

_____
Company Name

_____
Address

_____
City State Zip

_____
Signature of Person Authorized to Sign

_____
Printed Name

_____
Title

For clarification of this offer, contact:

_____
Name

_____
Phone Fax

_____
E-mail

<u>Respondent</u>: Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items:

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. (21-014/JW) Professional Engineering Services for Drainage Improvements: Ditch 110-B and Ditch 107 (Community Development Block – Disaster Recovery) Program Project for Jefferson County.

The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

<u>Respondent</u>: Return Completed Form with Offer.

Signature Page

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

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

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

<u>Respondent</u>: Return Completed Form with Offer.

House Bill 89 Verification

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

1. Does not boycott Israel currently; and

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

Pursuant to Section 2270.001, Texas Government Code:

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

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

_____
Signature of Company Representative

_____
Date

On this _____ day of _____, 20____, personally appeared

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

Notary Seal

_____
Notary Signature

_____
Date

<u>Respondent</u>: 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

<u>Respondent</u>: Return Completed Form with Offer.

A1002

Section 3 Policy

In accordance with 12 U.S.C. 1701u the County of Jefferson agrees to implement the following steps, which, to *the greatest extent feasible*, will provide job training, employment and contracting opportunities for Section 3 residents and Section 3 businesses of the areas in which the program/project is being carried out.

A. Introduce and pass a resolution adopting this plan as a policy to strive to attain goals for compliance to Section 3 regulations by increasing opportunities for employment and contracting for Section 3 residents and businesses.

B. Assign duties related to implementation of this plan to the designated Civil Rights Officer.

C. Notify Section 3 residents and business concerns of potential new employment and contracting opportunities as they are triggered by TxCDBG grant awards through the use of: Public Hearings and related advertisements; public notices; bidding advertisements and bid documents; notification to local business organizations such as the Chamber(s) of Commerce or the Urban League; local advertising media including public signage; project area committees and citizen advisory boards; local HUD offices; regional planning agencies; and all other appropriate referral sources. Include Section 3 clauses in all covered solicitations and contracts.

D. Maintain a list of those businesses that have identified themselves as Section 3 businesses for utilization in TxCDBG funded procurements, notify those businesses of pending contractual opportunities, and make this list available for general Grant Recipient procurement needs.

E. Maintain a list of those persons who have identified themselves as Section 3 residents and contact those persons when hiring/training opportunities are available through either the Grant Recipient or contractors.

F. Require that all Prime contractors and subcontractors with contracts over $100,000 commit to this plan as part of their contract work. Monitor the contractors' performance with respect to meeting Section 3 requirements and require that they submit reports as may be required by HUD or TDA to the Grant Recipient.

G. Submit reports as required by HUD or TDA regarding contracting with Section 3 businesses and/or employment as they occur; and submit reports within 20 days of the federal fiscal year end (by October 20) which identify and quantify Section 3 businesses and employees.

H. Maintain records, including copies of correspondence, memoranda, etc., which document all actions taken to comply with Section 3 regulations.

As officer and representative of Jefferson County, I the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

Signature

JEFF R. BRANICK,
COUNTY JUDGE

Date: 02-13-2017

09/01/2016

A1001

Equal Opportunity Guidelines for Construction Contractors

1. **What are the responsibilities of the offeror or bidder to ensure equal employment opportunity?**
   For contracts over $ 10,000, the offeror or bidder must comply with the "Equal Opportunity Clause" and the "Standard Federal Equal Opportunity Construction Contract Specifications."
2. **Are construction contractors required to ensure a legal working environment for all employees?**
   Yes, it is the construction contractor's responsibility to provide an environment free of harassment, intimidation, and coercion to all employees and to notify all foremen and supervisors to carry out this obligation, with specific attention to minority or female individuals.
3. **To alleviate developing separate facilities for men and women on all sites, can a construction contractor place all women employees on one site?**
   No, two or more women should be assigned to each site when possible.
4. **Are construction contractors required to make special outreach efforts to Section 3 or minority and female recruitment sources?**
   Yes, construction contractors must establish a current list of Section 3, minority and female recruitment sources. Notification of employment opportunities, including the availability of on-the-job training and apprenticeship programs, should be given to these sources. The efforts of the construction contractors should be kept in file.
5. **Should records be maintained on the number of Section 3 residents, minority and females applying for positions with construction contractors?**
   Yes, records must be maintained to include a current list of names, addresses and telephone numbers of all Section 3, minority and female applicants. The documentation should also include the results of the applications submitted.
6. **What happens if a woman or minority is sent to the union by the Contractor and is not referred back to the Contractor for employment?**
   If the unions impede the construction contractor's responsibility to provide equal employment opportunity, a written notice should be submitted to TDA.
7. **What efforts are made by construction contractors to create entry-level positions for Section 3 residents, women and minorities?**
   Construction contractors are required to develop on-the-job training programs, or participate in training programs, especially those funded by the Department of Labor, to create positions for Section 3 residents, women and minorities and to meet employment needs.
8. **Are any efforts made by the Contractor to publicize their Equal Employment Opportunity (EEO) policy?**
   Yes, the construction contractor is responsible for notifying unions and sources of training programs of their equal employment opportunity policy. Unions should be requested to cooperate in the effort of equal opportunity. The policy should be included in any appropriate manuals, or collective bargaining agreements. The construction contractor is encouraged to publicize the equal employment opportunity policy in the company newspaper and annual report. The Contractor is also responsible to include the EEO policy in all media advertisement.

JEFFERSON COUNTY
SECTION 3 UTILIZATION PLAN & STATEMENT OF COMPLIANCE

CONTRACTOR INFORMATION					
Business Name		Prime ☐	Sub ☐	**Certified Section 3 Business Concern**	☐ Yes ☐ No
Business Address				**Business Email**	
Project Title / Project #				**Contract Amount**	$

PART I: SECTION 3 REQUIREMENTS

Section 3 is a provision of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, be directed to low- and very low-income persons. Good faith efforts toward reaching Section 3 numeric goals are not optional, and the requirements of Section 3 apply to both Contractors and subcontractors.

Section 3 is triggered when HUD-funded construction and rehabilitation projects in excess of $100,000 create the need for new employment, subcontracting, or training opportunities. **If a prime Contractor anticipates using subcontractors, each subcontractor with an anticipated contract value in excess of $100,000 is also required to submit a separate Section 3 Utilization Plan & Statement of Compliance**. If contract will not exceed $100,000 or does not result in new employment, subcontracting, or training opportunities, then Section 3 is not triggered, and this form is not required.

- **Section 3 Hiring**

Section 3 Hiring requirements are triggered by the need for new hires in the completion of a Section 3 covered contract. The Section 3 Hiring goals under 24 CFR 135.30(b)(2) require that Contractors and subcontractors commit to employ Section 3 Residents[1] as 30% of the aggregate number of full-time new hires.

- **Section 3 Subcontracting**

Section 3 Subcontracting requirements are triggered by the need for subcontracts in the completion of a Section 3 covered contract. The Section 3 Subcontracting goals under 24 CFR 135.30(c) require Contractors and subcontractors to make the effort to award contracts, to the greatest extent feasible, to Section 3 Business Concerns[2] as follows:

  - Building Trades Contracts (construction): At least 10% of the total dollar amount of all Section 3 covered contracts for building trades work arising in connection with construction projects.
  - Other Contracts (non-construction): At least 3% of the total dollar amount of all other Section 3 covered contracts. This might include professional service contracts such as architectural, engineering, or legal services related to construction or rehabilitation projects.

PART II: SECTION 3 TRIGGER

☐ I do not anticipate hiring any new permanent, temporary, or seasonal employees on this contract.

☐ I do not anticipate subcontracting any portion of the work on this contract.

IF CONTRACTOR *DOES NOT* ANTICIPATE THE NEED FOR ANY HIRING OR SUBCONTRACTING, BOTH BOXES MUST BE CHECKED ABOVE AND CONTRACTOR SHOULD SKIP TO *PART VIII: STATEMENT OF COMPLIANCE* ON THE FINAL PAGE

[1] A "Section 3 resident" is a public housing resident or individual who resides in Jefferson County and who is a low- or very low-income person (defined as families whose incomes do not exceed 80% of the median income for the area). Please refer to the HUD Income Limits for more information.

[2] A "Section 3 Business Concern" is a business: 1) That is 51 percent or more owned by Section 3 Resident; 2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents; or 3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontractors to be awarded to Section 3 Business Concerns.

IF CONTRACTOR OR SUBCONTRACTOR *DOES* ANTICIPATE THE NEED TO CONDUCT ANY HIRING OR SUBCONTRACTING, THE SECTIONS BELOW MUST BE COMPLETED

PART III: HIRING PLAN & COMMITMENT

Contractors and subcontractors awarded Section 3 covered contracts with an anticipated contract value in excess of $100,000 and who will need to make additional hires to complete the contract must demonstrate compliance by committing to employ Section 3 residents as 30% of the aggregate number of new hires. Contractors and subcontractors are required to fill out this section in its entirety and must list all anticipated employment positions for this contract.

If awarded a contract, Contractor is required to provide an updated listing of its workforce for the project, which shall be subject to approval by Jefferson County. Any changes to that workforce during the contract will constitute new hires. Contractor is hereby informed that it must notify Jefferson County of any new hire opportunities that arise during the life of the contract. NOTE: If hiring is anticipated and this section is not completed, Contractor may be deemed non-compliant.

HIRING PLAN				
Column 1	**Column 2**	**Column 3**	**Column 4**	**Column 5**
Job Titles	**Total # of Employees Needed for each Job Title**	**Total # of Employees Currently Employed at each Job Title**	**Total # of New Hires Needed for each Job Title**	**Total # of New Hires Expected to be Section 3 Residents**
List all Job Titles that are needed to complete the entire scope of work under the contract.	*List how many employees are needed for the contract under each Job Title.*	*List how many employees are currently employed under each Job Title who are anticipated to work on the contract.*	*List how many of these positions are currently open and will need to be filled under the contract.*	*List the number of Section 3 hires you will commit to for each position.*
Example: Laborer	*8*	*5*	*3*	*1*

Use an additional sheet if required

Based on the table above, outline the total number of new hires needed and percentage of new hires that will be Section 3 Residents:

HIRING COMMITMENT	
Total Number of New Hires Needed (Total of Column 4)	
Percentage of New Hires that will be Section 3 (Total of Column 5 ÷ Total of Column 4 × 100 = % of New Hires)	

PART IV: SUBCONTRACTING PLAN & COMMITMENT

Contractors and subcontractors awarded Section 3 covered contracts with an anticipated contract value in excess of $100,000 and who will need to subcontract any aspect of the contract must comply with Section 3 subcontracting requirements. Contractors and subcontractors must demonstrate compliance by providing at least 10% of construction-related and at least 3% of non-construction related contract opportunities to Section 3 Businesses. Contractors and subcontractors must complete the Subcontracting Plan below by listing all proposed subcontractors and amounts.

If the Contractor completing this form, or any of its subcontractors, qualifies as a Section 3 Business Concern, the associated **Section 3 Business Concern Self-Certification** form must be completed and attached to this Plan for each Contractor and/or subcontractor.

NOTE: If subcontracting is anticipated and this section is not completed, Contractor's submission may be deemed non- compliant.

SUBCONTRACTING PLAN				
Subcontractor Name	**Work to be performed (Building trade or Other)**	**Section 3 Business?**	**Contract Amount**	**% of Total Contract**
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		A. Yes ☐ No		
		1. Yes ☐ No		

Use an additional sheet if required

Based on the table above, outline the total dollar value and percentage of contracts that will be subcontracted to Section 3 Business Concerns.

SUBCONTRACTING COMMITMENT	
Total Amount to be Subcontracted to Section 3 Business Concerns	**$**
Percentage of Total Value of Contract to be Subcontracted to Section 3 Business Concerns	**%**

PART V. CONTRACTOR RESPONSIBILITIES

Contractors, and subcontractors when applicable, must actively facilitate compliance with Section 3 by directing hiring, training, and subcontracting opportunities to Section 3 Residents and Section 3 Business Concerns to the greatest extent feasible. Following the "typical" procedures for hiring or subcontracting is not sufficient for compliance with Section 3.

☐ **Efforts "To the Greatest Extent Feasible"**

Contractors and subcontractors will have fulfilled their responsibility when they can provide evidence that extra or additional efforts were made, which may include, but are not limited to the following:

- Advertising the employment or subcontracting opportunities in a local community newspaper or a newspaper of general circulation.
- Publicizing the employment or subcontracting opportunities by posting flyers at local community centers, Housing Authorities, HUD-housing developments, or transitional housing.
- Contacting homeless service agencies or community organizations in HUD-assisted neighborhoods to request the assistance of these organizations in notifying Section 3 Residents of the training and employment opportunities.
- Contacting the local workforce development board, business assistance agencies, local chambers of commerce, community colleges, business development organizations, and other community development advocates and organizations to advertise employment and subcontracting opportunities.
- Posting hiring or subcontracting opportunities on job sites. Posters or signs must provide contact information for the Contractor and a brief description on how to apply or obtain additional information.
- Holding job informational meetings for residents and Contractors.
- Outreach to Section 3 Business Concerns, providing the firms with notice of subcontracting opportunities.
- Prior to engaging subcontractors for a project, making efforts to contract with Section 3 Business Concerns.

Contractors who have been found to have completed the hiring process or who have engaged subcontractors without adhering to the necessary Section 3 regulations, or without notifying Jefferson County, may be found in default of their contract and subject to penalties.

☐ **Changes**

If Contractors' or subcontractors' hiring or subcontracting needs change, or if the scope of work changes at any point during the contract, the Jefferson County compliance monitor must be notified. Any changes to the Section 3 Utilization Plan must be approved by Jefferson County via an amended Section 3 Utilization Plan, when applicable.

☐ **Documentation & Reports**

Contractors and subcontractors are responsible for documenting actions taken to comply with Section 3 requirements, including all results and impediments. Contractors and subcontractors that fail to meet the minimum numerical goals bear the burden of demonstrating why it was not feasible. Such justifications must describe the efforts that were taken, barriers encountered, and other relevant information. Contractors must maintain on file all records, and backup documentation, related to efforts to comply with Section 3 hiring and subcontracting requirements for seven (7) years after receiving final payment and after all other pending matters have been closed. Documentation and records may include, but are not limited to printed advertisements (newspapers, trade publications, and etc.), job postings, mailouts, notices, flyers, publications, etc., in connection with this contract. Contractor must, upon request, provide such records to Jefferson County, its staff, or its designees.

Contractors and subcontractors must submit reports on its Section 3 compliance status and its efforts regarding Section 3 implementation using the Jefferson County prescribed processes, reporting methods, and form(s). Reports may require information on Contractor's actual Section 3 hiring and subcontracting activity, listing of new hires, employee data, copies of executed contracts, and any relevant documentation. Contractor must provide reports in the frequency required by Jefferson County.

PART VI: OTHER ECONOMIC OPPORTUNITIES

In the event Contractor, or subcontractor when applicable, is unable to meet the hiring and/or subcontracting requirements, or can demonstrate that it has attempted, to the greatest extent feasible, to comply with the Section 3 requirements, Contractor may propose "Other Economic Opportunities". These opportunities may be exercised only with prior Jefferson County approval and satisfactory documentation explaining why hiring or subcontracting requirements could not be fulfilled.

Contractors proposing Other Economic Opportunities must submit a detailed written narrative to Jefferson County for review and approval. Examples of Other Economic Opportunities may include:

- Scholarships for Section 3 Residents
- Sponsoring the enrollment of Section 3 Residents into training or apprenticeship programs
- Providing training programs for Section 3 Residents
- Providing mentorship programs for Section 3 Residents
- Providing paid internships for Section 3 Residents
- Providing Section 3 Business Concerns with tools to enable them to successfully compete for contract opportunities, such as bonding and insurance assistance
- A combination of Other Economic Opportunities as approved by Jefferson County.

Other Economic Opportunities are subject to verification and approval by Jefferson County. Contractors interested in providing Other Economic Opportunities as a means to comply with Section 3 requirements are encouraged to review 24 CFR 135.40 for more detail.

PART VII: COMPLIANCE CURE PROCESS AND SANCTIONS

Noncompliance with Section 3 means failure by Contractors or subcontractors to comply with the requirements of Section 3 and Jefferson County's Section 3 Policy. Once the Section 3 requirement has been triggered, Contractors and subcontractors are required to comply with hiring and/or subcontracting efforts from award through contract conclusion. Contractors and subcontractors must comply with efforts identified in their Section 3 Utilization Plan & Statement of Compliance, which must be approved by Jefferson County, or must demonstrate why compliance is infeasible.

Jefferson County may, at its discretion, execute the following remedies for noncompliance:

☐ Based on the first observation or report of noncompliance with Section 3, the Contractor or subcontractor will be sent a written notice informing them of their specific deficiencies and the means by which these deficiencies may be corrected.

☐ The Contractor or subcontractor shall have up to 30 days, at the County's discretion, to remedy any deficiencies and achieve compliance, or provide written justification, in the format required by Jefferson County, on why it is unable to comply.

☐ Should the Contractor fail to achieve compliance or provide sufficient justification within the required timeframe, Jefferson County may elect to terminate the contract.

☐ Continuing failure or refusal by the Contractor or subcontractor to comply with the regulations of Section 3 may result in the application of sanctions, which may include termination of the contract for default, and debarment, suspension, or denial of future HUD-assisted contracts.

☐ Noncompliance may be reported to the HUD local field office.

Additional information on compliance with Section 3 may be found under 24 CFR 135 and in the Jefferson County Section 3 Policy.

PART VIII: STATEMENT OF COMPLIANCE

I understand the responsibilities under Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. § 1701u and 24 CFR 135.1 – 24 CFR 135.92, and hereby agree to perform my duties in full compliance with these statutory provisions and in accordance with the contract. I agree to incorporate the full Section 3 Clause directly into all contracts and subcontracts and to pass through these requirements to my subcontractors and third-party Contractors who will perform work on or are relevant to this contract, as applicable. I understand that noncompliance with the Section 3 regulations and this Section 3 Utilization Plan & Statement of Compliance may result in Jefferson County and/or HUD implementing appropriate sanctions including termination of this contract for default, and debarment, suspension, or denial of future HUD-assisted contracts.

I verify that any vacant employment positions, including training positions, shall not be filled to circumvent my obligations under 24 CFR Part 135. I further verify that any subcontracting opportunities under this contract shall not be executed so as to circumvent my obligations under 24 CFR Part 135.

I understand that the information contained in this Section 3 Utilization Plan may require verification and I agree to provide additional documents verifying this information if requested.

I hereby certify under penalty of perjury that the foregoing is true and correct. I understand that providing false representation herein constitutes an act of fraud. False, misleading, or inaccurate information may result in disqualification or debarment as a Contractor for Jefferson County.

_____ _____

Business Name Name of Authorized Officer

_____ _____

Signature Date

_____

NAME OF NOTARY (PRINT OR TYPE)

STATE OF: _____ COUNTY OF: _____ ON THIS

_____DAY OF_____20___BEFORE ME APPEARED _____
TO ME PERSONALLY KNOWN WHO, BEING DULY SWORN, DID EXECUTE THE FOREGOING AFFIDAVIT, AND DID STATE THAT HE OR SHE WAS PROPERLY AUTHORIZED BY THE PRIME CONTRACTOR TO EXECUTE THIS AFFIDAVIT AND DID SO AS HIS OR HER FREE ACT AND DEED.

NOTARY PUBLIC:_____{SEAL}

COMMISSION EXPIRES: _____

INTERNAL JEFFERSON COUNTY APPROVAL: _____

Compliance Monitor Signature **Date**

JEFFERSON COUNTY
SECTION 3 BUSINESS CONCERN SELF-CERTIFICATION FORM

Business Name:	**Business Principal Name:**	
Address:	**City:**	**Zip Code:**
Email:	**Phone #:**	
Type of Business Entity: ☐ Corporation ☐ Partnership	☐ Sole Proprietorship	1. Joint Venture

Section 3 Business Criteria: A business is eligible for Section 3 Business status if it meets any one of the following criteria.

Check all that apply:

1. My business is 51 percent or more owned by a Section 3 resident or residents;

2. Thirty percent or more of my permanent, full-time employees are Section 3 residents; or within three years of the date of first employment with the business concern were Section 3 residents; or

3. I can provide evidence of a commitment to subcontract in excess of 25 percent of the amount of all subcontracts to Section 3 businesses: (a) that are 51 percent or more owned by public housing residents or (b) that has 30 percent or more of their permanent, full-time employees as public housing residents.

Appropriate documentation must be attached as evidence of Section 3 eligibility (As defined by 24 CFR 135.5)

Business Concerns claiming status as a Section 3 Resident-owned enterprise must submit the following:

☐ Section 3 Resident Self-Certification Form verifying Section 3 Resident status of owner(s)

Additional evidence and supporting documentation may be required, including but not limited to proof of Public Housing Assistance (PHA) lease, evidence of participation in other public program(s), Housing Assistance Payment Contract (HAP) Award or benefit notification letter, proof of other public assistance, etc.)

Business Concerns claiming Section 3 status by claiming at least 30 percent of their workforce are Section 3 Residents must submit all of the following documents:

☐ List of all current full-time employees ☐ List of all current employees certified as Section 3 Residents

☐ Evidence of employee Section 3 resident status (including Section 3 Resident Self-Certification forms)

☐ Evidence of employee Section 3 Resident status less than 3 years from date of employment

Business Concerns claiming Section 3 status by subcontracting 25 percent of the dollar awarded to qualified Section 3 Business Concern(s) must submit all of the following documents:

☐ List of subcontracted Section 3 Business Concern(s), contact information, and subcontract dollar amounts

☐ Evidence of subcontractors Section 3 Business Concern status (including Section 3 Business Self-Certification forms)

I understand that the information above may require verification and I agree to provide additional documents verifying this information if requested. I hereby certify under penalty of perjury that the foregoing is true and correct. I understand that providing false representation herein constitutes an act of fraud. False, misleading, or inaccurate information may result in disqualification or debarment as a Contractor for Jefferson County, which may be grounds for termination of contracts that resulted from this certification.

_____ _____ _____

Print Name Signature Date

For County Use Only

Contract / Project:_____ **Department:**_____ **Date**: _____

Pursuant to 24 CFR 135.36(c), a Section 3 business concern seeking a contract shall submit to Jefferson County, its Contractors and/or subcontractors (as applicable), if requested, sufficient evidence to demonstrate that the Business Concern is responsible and has the ability to perform successfully under the terms and conditions of the proposed contract. The ability to perform successfully under the terms and conditions of the proposed contract is required of all Contractors subject to the procurement standards of 2 CFR 200.318(h) **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

GLO COMPLIANCE PACKAGE
GLO INFORMATION SECURITY APPENDIX

A. Definitions

"Breach of Security" or "Breach" means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of sensitive personal information including data that is encrypted if the person accessing the data has the key required to decrypt the data.

"Personal Identifying Information" or "PII" means information that alone, or in conjunction with other information, identifies an individual, as defined at Tex. Bus. & Com. Code § 521.002(1).

"Sensitive Personal Information" or "SPI" means the information categories listed at Tex. Bus. & Com. Code § 521.002(2).

B. Security and Privacy Compliance

a. Contractor shall keep all PII and SPI received or generated under the Contract and any documents related thereto strictly confidential.

b. Contractor shall comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations and directives.

c. Contractor shall implement administrative, physical, and technical safeguards to protect PII and SPI that are no less rigorous than accepted industry practices including, without limitation, the guidelines in the National Institute of Standards and Technology ("NIST") Cybersecurity Framework Version 1.1. All such safeguards shall comply with applicable data protection and privacy laws.

d. Jefferson County shall legally bind any Contractors and their subcontractors to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto. Contractor shall ensure that the requirements stated herein are imposed on Contractor's subcontractor(s).

e. Contractor will not share PII or SPI with any third parties, except as necessary for Contractor's performance under the Contract.

f. Contractor will ensure that initial privacy and security training, and annual training thereafter, is completed by its employees and Contractors, including any subcontractor, that have access to PII or SPI or who create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise personally handle PII or SPI on behalf of Jefferson County. Contractor agrees to maintain and, upon request, provide documentation of training completion.

g. Any PII or SPI maintained or stored by Contractor or any Contractor, including any subcontractor, must be stored on servers or other hardware located within the physical borders of the United States and shall not be accessed outside of the United States.

C. Data Ownership

a. The GLO shall retain full ownership of all data, including PII and SPI, provided to Contractor by Jefferson County or the GLO.

b. Upon termination of the Contract, Contractor shall promptly return to Jefferson County and/or the GLO all Jefferson County-owned or GLO-owned data possessed by Contractor and its employees, agents, or Contractors, including any subcontractor. Contractor shall retain no copies or back-up records of Jefferson County-owned or GLO-owned data. If such return is infeasible, as mutually determined by Jefferson County and the GLO and Contractor, the obligations set forth in this Appendix, with respect to Jefferson County-owned or GLO-owned data, shall survive termination of the Contract and Contractor shall limit any further use and disclosure of GLO Data to the purposes that make the return of Jefferson County-owned or GLO-owned data infeasible. In lieu of the requirements in this Section 3.2, Jefferson County or the GLO may direct Contractor to destroy any Jefferson County-owned or GLO-owned data in Contractor's possession. Any such destruction shall

be verified by Contractor and Jefferson County and/or the GLO.

D. Data Mining

a. Contractor agrees not to use PII or SPI for unrelated purposes, advertising or advertising-related services, or for any other purpose not explicitly authorized by Jefferson County in the Contract or any document related thereto.

b. Contractor agrees to take all reasonably feasible physical, technical, administrative, and procedural measures to ensure that no unauthorized use of PII or SPI occurs.

E. Breach of Security

a. Contractor agrees to provide Jefferson County and/or the GLO with the name and contact information for a Contractor employee which shall serve as the primary data security contact.

b. Upon discovery of a Breach of Security or suspected Breach of Security by the Contractor, Contractor agrees to notify Jefferson County as soon as possible upon discovery of the Breach of Security or suspected Breach of Security, but in no event shall notification occur later than 24 hours after discovery. Within 72 hours, Contractor agrees to provide, at minimum, a written preliminary report regarding the Breach or suspected Breach to Jefferson County with root cause analysis including a log detailing the data affected.

c. The initial notification and preliminary report shall be submitted to the GLO Information Security Officer at brandon.rogers@glo.texas.gov.

d. Contractor agrees to take all reasonable steps to immediately remedy a Breach of Security and prevent any further Breach of Security.

e. If the Breach of Security includes SPI, including Social Security Numbers, payment card information, or health information, Contractor agrees to provide affected individuals complimentary access for one (1) year of credit monitoring services.

F. Right to Audit

a. Upon the Jefferson County's request and to confirm Contractor's compliance with this Appendix, Contractor grants Jefferson County, or the GLO, permission to perform an assessment, audit, examination, investigation, or review of all controls in the Contractor's, or any of Contractor's Contractors, including any subcontractor's, physical and/or technical environment in relation to PII or SPI. Contractor agrees to fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure, and application software that stores, processes, or transports PII or SPI. In lieu of a Jefferson County or GLO- conducted assessment, audit, examination, investigation, or review, Contractor may supply, upon Jefferson County or GLO approval, the following reports: SSAE16, ISO/ICE 27001 Certification, FedRAMP Certification, and PCI Compliance Report. Contractor shall ensure that this clause concerning the Jefferson County and the GLO's authority to assess, audit, examine, investigate, or review is included in any subcontract it awards.

b. At the GLO's request, Contractor agrees to promptly and accurately complete a written information security questionnaire provided by Jefferson County or the GLO regarding Contractor's business practices and information technology environment in relation to GLO Data.

GLO COMPLIANCE PACKAGE
GLO CONTRACTOR PROPOSAL CERTIFICATION

GLO Contractor Proposal Certification	
Subrecipient: Jefferson County	**Contract Number:**
Contractor Name:	
Contractor Address:	**Phone:**

☐ I understand that I am responding to a contract opportunity which is funded with federal dollars and administered by the Texas General Land Office. I understand that debarment by either the State of Texas or the federal government will make me ineligible.

☐ I understand that all work must be completed in accordance with federal construction requirements, CDBG and CDBG-DR Program requirements, and state and local requirements, including but not limited to the following, as applicable:

- International Residential Code (IRC) – new construction and reconstruction;
- Housing Quality Standards (HQS) – for rehabilitated properties;
- All local building codes, standards, and specifications; and
- All standards and requirements defined by the Texas General Land Office (GLO), Jefferson County, the Jefferson County Engineering Department, and the Jefferson County Community Services Department (CSD).

☐ I hereby certify that all work performed will meet or exceed applicable codes, standards, and specifications as they apply to the work for which I am submitting a response. I also understand that compliance with applicable minimum codes, standards, and specifications will be considered part of my contract in the event that my offer is accepted by the above-referenced Subrecipient. I understand that all provisions also apply to my subcontractors and their officers, agents and employees, and I shall be liable for acts of non-compliance of subcontractors. I understand that failure to meet or exceed applicable codes, standards, and specifications may result in debarment from future federally funded contracts.

☐ I understand that I must provide a 1-2-10 warranty on all work performed, specifically:

- 1 year warranty on the entire home;
- 2 year warranty on mechanical, electrical and plumbing components; and
- 10 year warranty on structural components.

Failure to complete warranty work in a timely manner may result in debarment from future federally funded construction contracts.

☐ I understand that up to twenty percent (20%) of project construction funds may be retained for thirty (30) days pending completion of the Final Inspection and Verification. Failure to complete punch list items or warranty work during this time will result in forfeiture of the 20% retainage.

_____ _____

Signature of Contractor Date

GLO COMPLIANCE PACKAGE
GLO CERTIFICATION OF OFFEROR REGARDING CIVIL RIGHTS LAWS AND REGULATIONS

U.S. Department of Housing and Urban Development

INSTRUCTIONS

CERTIFICATION OF OFFEROR REGARDING Executive Order 11246 and Federal Laws Requiring Federal Contractor to adopt and abide by equal employment opportunity and affirmative action in their hiring, firing, and promotion practices. This includes practices related to race, color, gender, religion, national origin, disability, and veterans' rights.

NAME AND ADDRESS OF OFFEROR (include ZIP Code)

CERTIFICATION BY OFFEROR

Offeror has participated in a previous contract or subcontract subject to Civil Rights Laws and Regulations.
☐ Yes ☐ No

The undersigned hereby certifies that:

☐ The Section 3 Clause is included in the Solicitation. A written Section 3 plan was prepared and submitted as part of the RFQ proceedings (if contract equals or exceeds $100,000).

☐ The Non-Segregated Facilities clause is included in the Solicitation. No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

☐ The Equal Employment Opportunity clause is included in the Solicitation (if contract equals or exceeds $10,000).

☐ The Equal Employment Opportunity for Workers With Disabilities clause is included in the Solicitation.

Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
Yes ☐ No

NAME AND TITLE OF SIGNER (Please type)

SIGNATURE DATE

THE OFFEROR REPRESENTS AND CERTIFIES AS PART OF ITS BID/OFFER THAT IT:
☐ Is a Section 3 Business Concern. A Section 3 Business Concern means a business concern: • That is 51% or more owned by Section 3 Resident(s); or • Whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 Residents, or • That provides evidence of a commitment to subcontract in excess of 25% of the dollar value of all subcontracts to be awarded to Section 3 Business Concerns, that meet the qualifications set forth in paragraphs 1 or 2 herein.
☐ Is **NOT** a Section 3 Business Concern, but who has and will continue to seek compliance with Section 3 by certifying the following efforts to be undertaken.
EFFORTS TO AWARD SUBCONTRACTOR TO SECTION 3 CONCERNS (Check ALL that apply)
☐ By contacting business assistance agencies, minority Contractors' associations and community organizations to inform them of the contracting opportunities and requesting their assistance in identifying Section 3 businesses which may solicit bids for a portion of the work. Contractors and Subcontractors must post all new hire opportunities with the local Workforce Solutions Center and WorkinTexas.com.
☐ By advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas of the applicable development(s) owned and managed by a Housing Authority.
☐ By providing written notice to all known Section 3 Business Concerns of contracting opportunities. This notice should be in sufficient time to allow the Section 3 Business Concerns to respond to bid invitations
☐ By following up with Section 3 Business Concerns that have expressed interest in the contracting opportunities.
☐ By coordinating meetings at which Section 3 Business Concerns could be informed of specific elements of the work for which subcontract bids are being sought.
☐ By conducting workshops on contracting procedures and specific contracting opportunities in a timely manner so that Section 3 Business Concerns can take advantage of contracting opportunities.
☐ By advising Section 3 Business Concerns as to where to seek assistance to overcome barriers such as inability to obtain bonding, lines of credit, financing, or insurance and aiding Section 3 Business in qualifying for such bonding, financing, insurance, etc.
☐ Where appropriate, breaking out contract work into economically feasible units to facilitate participation by Section 3 businesses.
☐ By developing and using a list of eligible Section 3 Business Concerns.
☐ By actively supporting and undertaking joint ventures with Section 3 Businesses.
EFFORTS TO PROVIDE TRAINING AND EMPLOYMENT TO SECTION 3 RESIDENTS
☐ By entering into a "first source" hiring agreements with organizations representing Section 3 Residents.
☐ By establishing training programs, which are consistent with the requirements of the Department of Labor, specifically for Section 3 Residents in the building trades.
☐ By advertising employment and training positions to dwelling units occupied by Category 1 and 2 residents.
☐ By contacting resident councils and other resident organizations in the affected housing development request assistance in notifying residents of the training and employment positions to be filled.
☐ By arraigning interviews and conducting interviews on the job site.
☐ By undertaking such continued job-training efforts as may be necessary to ensure the continued employment of Section 3 Residents previously hired for employment opportunities.
1. By posting job vacancies in Work-In-Texas or with my local Workforce Solutions Center.

Contractor Name/Business Name:_____ **Date:**_____

Authorized Representative Name:_____ **Signature:**_____

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with 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.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____
Signature of vendor doing business with the governmental entity Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

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, _____, 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

_____
Printed Name and Title of Contractor’s Authorized Official

_____
Date

<u>Respondent</u>: Return Completed Form with Offer.

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: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**Status of Federal Action:** a. bid/offer/application _____ b. initial award c. post-award	**Report Type:** a. initial filing _____ b. material change
Name and Address of Reporting Entity: ____ Prime _____ Sub-awardee Tier_____, if Known: **Congressional District, if known:**	**If Reporting Entity in No. 4 is Sub-awardee,** Enter Name and Address of Prime: **Congressional District, if known:**	
Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____	
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)**	

<u>Respondent</u>: Return Completed Form with Offer.

Local Government Officer
Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

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

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

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

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

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

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development
Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section l(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee 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 the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant ',to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, 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 the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(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 the individual is employed on such work to work in excess of 40 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 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, 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 subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee 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 contract, 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 subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph 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 subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

TITLE 29--Labor

Subtitle A--OFFICE OF THE SECRETARY OF LABOR

PART 3--CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

SEC.

3.1 Purpose and Scope
3.2 Definitions
3.3 Weekly Statement with respect to payment of wages
3.4. Submission of weekly statement and the preservation and inspection of weekly payroll records
3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.
3.6 Payroll deductions permissible with the approval of the Secretary of Labor.
3.7 Applications for the approval of the Secretary of Labor
3.8 Action by the Secretary of Labor upon applications.
3.9 Prohibited payroll deductions
3.10 Method of payment of wages
3.11 Regulations part of contract

AUTHORITY: The provisions of this Part 3 issued under R.S. 161, sec.2, 48 STAT. §48:Reorg.Plan No. 14 of 1950, 64 Stat. 1267,5 U.S.C. Appendix; 5 U.S.C. 301; 40 U.S.C. 276c.

SOURCE: The provisions of this Part 3 appear at 29 F.R. 97, Jan.4, 1964, unless otherwise noted.

§ 3.1 Purpose and scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

§ 3.2 Definitions.

As used in the regulations in this part:

(a) The terms *building* or *work* generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a *building* or *work* within the meaning of the regulations in this part.

(b) The terms *construction, prosecution, completion,* or *repair* mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms *public building* or *public work* include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal

agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term *building or work financed in whole or in part by loans or grants from the United States* includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is *employed* and receiving *wages*, regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term *any affiliated person* includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary, or otherwise, and an officer or agent of such corporation.

(g) The term *Federal agency* means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

[29 FR 97, Jan. 4, 1964, as amended at 38 FR 32575, Nov. 27, 1973]

§ 3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term *employee* shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by this part 3 and part 5 of this title during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on the back of Form WH 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Copies of Form WH 347 may be obtained from the Government contracting or sponsoring agency or from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd/forms/wh347instr.htm* or its successor site.

(c) The requirements of this section shall not apply to any contract of $2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

[29 FR 97, Jan. 4, 1964, as amended at 33 FR 10186, July 17, 1968; 47 FR 23679, May 28, 1982; 73 FR 77511, Dec. 19, 2008] § 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

(Reporting and recordkeeping requirements in paragraph (b) have been approved by the Office of Management and Budget under control number 1215–0017)

[29 FR 97, Jan. 4, 1964, as amended at 47 FR 145, Jan. 5, 1982]

§ 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A *bona fide prepayment of wages* is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: *Provided, however,* That the following standards are met:

(1) The deduction is not otherwise prohibited by law;

(2) It is either:

(i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or

(ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees;

(3) No profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and

(4) The deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: *Provided, however,* That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and part 531 of this title. When such a deduction is made the additional records required under §516.25(a) of this title shall be kept.

(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the

employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either

(1) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or

(2) Provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9770, May 28, 1971]

§ 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under §3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

§ 3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under §3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of 1 year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of §3.6, and specifies any conditions which have changed in regard to the payroll deductions.

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9771, May 28, 1971]

§ 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of §3.6; and shall notify the applicant in writing of his decision.

§ 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under §3.6 are prohibited.

§ 3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

§ 3.11 Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.

CONTRACTOR CERTIFICATIONS

U.S. Department of Housing and Urban Development

CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS

INSTRUCTIONS

CERTIFICATION OF BIDDER REGARDING Executive Order 11246 and Federal Laws Requiring Federal Contractor to adopt and abide by equal employment opportunity and affirmative action in their hiring, firing, and promotion practices. This includes practices related to race, color, gender, religion, national origin, disability, and veterans' rights.

NAME AND ADDRESS OF BIDDER (include ZIP Code)

CERTIFICATION BY BIDDER

Bidder has participated in a previous contract or subcontract subject to Civil Rights Laws and Regulations.

☐ Yes ☐ No

The undersigned hereby certifies that:
☐ The Provision of Local Training, Employment, and Business Opportunities clause (Section 3 provision) is included in the Contract. A written Section 3 plan (Local Opportunity Plan) was prepared and submitted as part of the bid proceedings (if bid equals or exceeds $100,000).
☐ The Equal Opportunity clause is included in the Contract (if bid equals or exceeds $10,000).

Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

☐ Yes ☐ No

NAME AND TITLE OF SIGNER (Please type)

SIGNATURE DATE

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CONTRACTOR'S CERTIFICATION

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO (appropriate recipient)	DATE
	PROJECT NUMBER (if any)
C/O	PROJECT NAME

1. The undersigned, having executed a contract with _____ for the construction of the above-identified project, acknowledges that:

   (a) The Labor Standards provisions are included in the aforesaid contract,

   (b) Correction of any infractions of the aforesaid conditions, including infractions by any subcontractors and any lower tier subcontractors, is Contractor's responsibility.

2. Certifies that:

   (a) Neither Contractor nor any firm, partnership or association in which it has substantial interest is designated as an ineligible Contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended.

   (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible Contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. Contractor agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. Certifies that:

   (a) The legal name and the business address of the undersigned are:

   (b) The undersigned is (choose one):

(1) A SINGLE PROPRIETORSHIP	(3) A CORPORATION ORGANIZED IN THE STATE OF
(2) A PARTNERSHIP	(4) OTHER ORGANIZATION (Describe)

   (c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS

   (d) The names and addresses of all other persons having a substantial interest in the undersigned, and the nature of the interest are:

NAME	ADDRESS	NATURE OF INTEREST

(e) The names, addresses and trade classifications of all other building construction Contractors in which the undersigned has a substantial interest are:

NAME	ADDRESS	TRADE CLASSIFICATION

(Contractor)

Date _____

By _____

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas)

County of _____)

_____, being first duly sworn, deposes and says that:

(1) He/She is _____ of _____, the Bidder that has submitted the attached Bid;

(2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the _____ _____ (Local Public Agency) or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

_____
Title

Subscribed and sworn to me this _____ day of _____.

By: _____
Notary Public

My commission expires _____

<u>Respondent</u>: Return Completed Form with Offer.

CERTIFICATE FROM CONTRACTOR APPOINTING OFFICER OR EMPLOYEE TO SUPERVISE PAYMENT OF EMPLOYEES

Note: This certificate must be executed by an authorized officer of a corporation, by a member of a partnership, or the sole owner and submitted with the first payroll. Should the appointee be changed, a new certificate must accompany the first payroll for which the new appointee executes a statement of compliance required by the Copeland Act.

Locality/Grantee: _____ Contract #:
Project Name: _____

Firm _____ Date: _____

I do hereby certify that I am a contractor on the above-mentioned project and that I have appointed _____ whose signature appears below, to supervise the payment of my employees. I further certify that he/she is in the position to have full knowledge of the facts set forth in the payroll documents and in the statement of compliance required by the Copeland "Anti-Kickback" Act which he/she is to execute with my full authority and approval until such time as I submit to the grantee/locality a new certificate appointing some other person for the purposes herein above stated.

Insert name, address, phone number & email address of person appointed as payroll officer

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No: _____ Email Address: _____

_____
Identifying Signature of Appointee

_____ Title: _____
Signature of Appointing Officer:

Complaint Register

Under Section 3 of the Housing
And Urban Development Act of 1968

U.S. Department of Housing and Urban Development
Office of Fair Housing
and Equal Opportunity

OMB Approval No. 2529-0043 (revised)
(Expires11/30/2018)

Instructions: This form is to be used to report allegations of noncompliance with Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.

1. Complainant Information:

Name of Complainant (Person or organization) | Home Phone

Street Address | Work Phone

City, State, Zip code

Email Address:

2. You are: (check all that apply)

- ☐ Low/Very Low Income Person
- ☐ Public Housing Resident
- ☐ HUD Youthbuild Participant
- ☐ A Representative of any of the above listed Individuals (Such as: a Low-Income Person or Public Housing Resident)
- ☐ Section 3 Business
- ☐ A Representative of a Section 3 Business
- ☐ Other: _____

3. Basis for alleged noncompliance with Section 3:

☐ Denied Training ☐ Denied Employment ☐ Denied Contracting ☐ Other (see below in item 6)

4. Complaint is against: (check one or more boxes)

☐ Recipient of HUD Funds (Such: as a PHA, city/county agency, etc.) ☐ Contractor ☐ Subcontractor ☐ Other (please specify): _____

5. Who is this complaint being filed against?

Name of agency, organization, or company: | Business Phone

Street Address

City, State, Zip code

Name and identify others (if any) who allegedly violated Section 3 in this case:

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6. **How did the HUD recipient, contractor, or subcontractor violate the requirements of Section 3?** (Check all that apply – provide documentation, if available)

HUD Recipient	Contractor and/or Subcontractor
☐ Failed to notify Section 3 businesses about contracting opportunities	☐ Failed to certify that all employment vacancies filled prior to contract execution were not filled to circumvent Section 3
☐ Failed to incorporate the Section 3 Clause into covered Section 3 bid solicitations or contracts	☐ Failed to notify potential subcontractors about Section 3 requirements
☐ Failed to provide priority consideration to Section 3 businesses for covered contracting opportunities	☐ Failed to post notices at the work site regarding Section 3 requirements in accordance with the Section 3 Clause
☐ Failed to select Section 3 businesses in accordance with the order of priority consideration as set forth in 24 CFR 135.36	☐ Failed to send to each labor organization or representative of workers a notice of Section 3 obligations in accordance with the Section 3 Clause
☐ Failed to award contracts to Section 3 businesses	☐ Failed to ensure that its subcontractors complied with Section 3
☐ Failed to ensure that its contractors/ subcontractors complied with Section 3 requirements	☐ Failed to train and/or hire Section 3 residents for new employment opportunities
☐ Knowingly entered into contracts with contractors/ subcontractors that failed to comply with Section 3 requirements	☐ Failed to provide priority consideration to Section 3 residents for employment or training opportunities in accordance with 24 CFR Part 135.34
☐ Failed to notify Section 3 residents about training and/or employment opportunities	☐ Failed to ensure that contracts awarded to subcontractors included the Section 3 Clause
☐ Failed to provide priority consideration to Section 3 residents for employment or training opportunities	☐ Failed to award subcontracts to Section 3 businesses
☐ Failed to select Section 3 residents for training or employment opportunities in accordance with the order of priority consideration set forth in 24 CFR 135.34	☐ Failed to award subcontracts to Section 3 businesses in accordance with the order of priority consideration set forth in 24 CFR 135.34
☐ Failed to hire Section 3 residents for new employment opportunities	☐ Retaliated against the complainant because complainant sought to enforce Section 3 requirements or participated in an investigation or proceeding regarding Section 3
☐ Retaliated against the complainant because complainant sought to enforce Section 3 requirements or participated in an investigation or proceeding regarding Section 3	☐ Other _____
☐ Other _____	

Previous Editions are Obsolete Page 2 of 9 form **HUD-958**

7. **When did the act(s) checked above occur?** (Include the most recent date if several dates are involved):
_____/ _____/ _____ Month Day Year * The date of the last alleged violation or occurrence must be less than 180 days from the date of submission to HUD.

8. **Project name or location where alleged violation occurred?** (If applicable):
Project Name (if applicable): _____ Project Number: _____ Project Location: _____ Local Contracting Agency (LCA): _____

9. **Identify the type of HUD funding used by the HUD funding recipient, organization, or contractor that this complaint is filed against**: (Check all that apply)			
☐ PIH Operating Subsidy	☐ Other PIH Assistance	☐ Neighborhood Stabilization Program (NSP) Assistance	☐ Section 811 Supportive Housing for the Disabled
☐ PIH Capital Fund Subsidy	☐ Community Development Block Grants (CDBG)	☐ Other Community Development Assistance	☐ Project Based Housing Vouchers
☐ Choice Neighborhood Initiative Grant	☐ HOME Investment Partnership Funding	☐ Lead-Based Paint	☐ Other HUD Housing Assistance
☐ HOPE VI Grant	☐ McKinney Homeless Assistance	☐ Section 202Supportive Housing for the Elderly	☐ Other Covered HUD Funding

10. **Description of act(s) or incident(s) involving alleged violation of Section 3:** Summarize what happened? Attach additional information if necessary	
11. **Declaration Statement** **I declare under penalty of perjury that I have read this complaint (including any attachments) and that all information is accurate and correct.**	
Signature	Date

Section 3 of the Housing and Urban Development Act of 1968

Public reporting burden for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB number.

The information is given voluntarily and provides the basis for HUD's investigation of the complaint to determine if the allegations of noncompliance are valid. The Department will use the information provided as the basis for its determination of jurisdiction over a complainant's allegations. All information collected complies with the Privacy Act of 1974 and OMB Circular A-108. The information is unique to the processing of complaints alleging noncompliance with the Section 3 statute or implementing regulations. The information collected on this form will only be used by HUD during the investigation and resolution of complaints and will not be shared with persons or parties that are not directly involved with the complaint.

What is Section 3 of the Housing and Urban Development Act of 1968?

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. The Section 3 requirements ensure that ***when*** new jobs or contracts are created during the usage of certain HUD funds, priority consideration is given to low- and very low-income persons residing in the community in which the funds are spent (regardless of race or gender), and to the businesses that substantially employ these persons.

Who are Section 3 residents and businesses?

Section 3 residents are:

- Public housing residents; or
- Persons who live in the area where a HUD-assisted project is located and who have a household income that falls below HUD's income limits for low- and very low-income.

Please visit: http://www.huduser.org/portal/datasets/il.html to determine the income limits for residents of your community.

A Section 3 business is one that meets one of the following criteria:

- Is 51 percent or more owned by Section 3 residents;
- Employs Section 3 residents for at least 30 percent of its full-time, permanent staff; or
- Provides evidence of a commitment to subcontract to Section 3 business concerns, 25 percent or more of the dollar amount of the awarded contract.

What HUD funding does Section 3 cover?

Section 3 applies to any of the following:

A. Public and Indian Housing programs that receive: (1) Annual contributions for low income housing projects provided pursuant to section 5 of the U.S. Housing Act of 1937, as amended by the Quality Housing and Work Responsibility Act of 1998 (QWHRA); (2) Capital Fund Project assistance provided pursuant to Section 9 of QHWRA; (3) Operating Subsidy assistance provided pursuant to Section 9 of QHWRA.

B. Housing and community development assistance extended for: (1) housing rehabilitation (including reduction and abatement of lead based paint hazards); (2) housing construction or (3) other public construction projects; and for which the contract and subcontract exceeds $100,000; and

C. Certain competitive HUD grant funding, such as: HOPE VI, Choice Neighborhoods, etc.).

What can you do about violations of the Law?

Remember, Section 3 applies to the awarding of jobs, training programs, and contracts, generated from projects receiving HUD financial assistance. If you believe that, as a low-income person or a Section 3 business concern, the responsibilities to provide economic opportunities under Section 3 have been violated, you have a right to file a complaint within **180 days** of the last alleged occurrences of noncompliance.

Complaints alleging violations of the Section 3 regulatory requirements must be submitted to the appropriate HUD Regional Office of Fair Housing and Equal Opportunity listed below. Please be certain to sign and date this form, where indicated, to ensure prompt complaint processing.

HUD will send the complaint to the appropriate HUD recipient for resolution. If resolution by the recipient fails, HUD will investigate. If HUD finds that the complaint has merit, it will try to end the violation by informal resolution. If conciliation fails, HUD may initiate other steps to enforce the law, including but not limited to suspension and debarment of the recipient or contractors as applicable.

You can obtain assistance in learning about more Section 3 by visiting www.hud.gov/section3 or by contacting one of the HUD's Regional Offices of Fair Housing and Equal Opportunity.

Authority: Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1968, as amended by the Housing and Community Development Act of 1992, U.S.C. 1701u and implementing regulations at 24 CFR Part 135.

Purpose: The information requested on this form is to be used to investigate and process Section 3 complaints.

Use: The information requested will be used to process a complaint filed under Part 135. HUD may disclose certain information for Federal, State, and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law.

Penalty: Failure to provide some or all of the requested information will result in delayed processing or rejection of this complaint for investigation.

Privacy Act of 1974 (P.L.93-579)
All information collected is provided voluntarily and complies with the Privacy Act of 1974 and OMB Circular A-108. The information is unique to the processing of complaints alleging noncompliance with the Section 3 statute or implementing regulations. The information collected on this form will only be used by HUD during the investigation and resolution of complaints and will not be shared with persons or parties that are not directly involved with the complaint.

Instructions for completing the Section 3 Complaint Register

Box 1: Enter the requested information for the person that is filing the complaint (i.e., the complainant). This person must meet the definition of a Section 3 resident or business.

Box 2: Select the appropriate statement that describes your status as a Section 3 resident, businesses, or representative of either.

Box 3: Select the appropriate basis for the complaint which you are filing.

Box 4: Select the appropriate option that best describes the person or entity that you are filing this complaint against.

Box 5: Provide the name, address, and contact information for the person or entity that you are filing this complaint against.

Box 6: Select the statement(s) that best describe the alleged actions or omissions undertaken by the person or entity that you are filing this complaint against that are in violation of the requirements of Section 3. If you select "other", please briefly describe the alleged violation on the appropriate line.

Box 7: Provide the date that the alleged violation or action occurred. If the alleged act or violation is continuing in nature, please provide the date of the most recent occurrence.

Box 8: If this complaint is based upon acts or omissions that occurred at a specific job site, project, or location, please provide information that will allow HUD to identify the specific project that is the subject of the complaint that you are filing.

Box 9: Select the appropriate type of covered HUD funding that the recipient, organization, contractor/ subcontractor received or administered.
NOTE: In order for the complaint to be jurisdictional, covered HUD funding must be administered by the recipient, organization, contractor/subcontractor.

Box 10: Provide a detailed description of the acts or omissions undertaken by the person or entity that you filing this complaint against. Provide enough specific information to enable HUD to clearly understand the alleged violation and whether it demonstrates noncompliance with the requirements of Section 3.

Box 11: Please sign the complaint and enter the current date.
NOTE: By signing and dating this complaint you are affirming that your statements and allegations are true and accurate by penalty of perjury. Complaints **must** be signed and dated prior to acceptance by HUD for investigation.

Where to file your complaint:
Please fax or mail your complaint to the appropriate HUD Regional Office of Fair Housing and Equal Opportunity that has jurisdiction over the state for which you are located or where the alleged violation occurred. Inquiries regarding the status of your complaint should be directed to the appropriate Regional office of FHEO by telephone or email.

BOSTON REGIONAL OFFICE U.S. Department of Housing and Urban Development New England Office 10 Causeway Street, Suite 308 Boston, MA 02222 (617) 994-8300 (800) 827-5005 Fax®617) 565-7313 Email: complaints_office_01@hud.gov *Covers the following states: Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, and Vermont	**FORT WORTH REGIONAL OFFICE** U.S. Department of Housing and Urban Development Southwest Office 801 Cherry St., Unit 45, Suite 2500 Fort Worth, TX 76102 (817) 978-5900 (888)560-8913 Fax®817) 978-5876 Email: complaints_office_06@hud.gov *Covers the following states: Arkansas, Louisiana, New Mexico, Oklahoma, and Texas
NEW YORK REGIONAL OFFICE U.S. Department of Housing and Urban Development New York and New Jersey Office 26 Federal Plaza New York, NY 10278 (212) 264-1290 (800) 496-4294 Fax: (212) 264-9829 Email: complaints_office_02@hud.gov *Covers the following states: New Jersey and New York	**KANSAS CITY REGIONAL OFFICE** U.S. Department of Housing and Urban Development Great Plains Office 400 State Avenue Kansas City, KS 66101 (913) 551-6958 (800) 743-5323 Fax: (913) 551-6856 Email: complaints_office_07@hud.gov *Covers the following states: Iowa, Kansas, Missouri, and Nebraska
PHILADELPHIA REGIONAL OFFICE U.S. Department of Housing and Urban Development Mid-Atlantic Office 100 Penn Square East, 12th Floor Philadelphia, PA 19107 (215) 861-7646 (888) 799-2085 Fax: (215) 656-3449 Email: complaints_office_03@hud.gov *Covers the following states: Delaware, District of Columbia, Maryland, Pennsylvania, Virginia, and West Virginia	**DENVER REGIONAL OFFICE** U.S. Department of Housing and Urban Development Rocky Mountain Office 1670 Broadway Denver, CO 80202 (303) 672-5437 (800) 877-7353 Fax: (303) 672-5026 Email: complaints_office_08@hud.gov *Covers the following states: Colorado, Montana, North Dakota, South Dakota, Utah, and Wyoming

ATLANTA REGIONAL OFFICE U.S. Department of Housing and Urban Development Southeast Office 40 Marietta Street Atlanta, GA 30303 (404) 331-5140 (800) 440-8091 Fax: (404) 331-1021 Email: complaints_office_04@hud.gov *Covers the following states: Alabama, Puerto Rico, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee, and the Virgin Islands	**SAN FRANCISCO REGIONAL OFFICE** U.S. Department of Housing and Urban Development Pacific/Hawaii Office 600 Harrison Street Third Floor San Francisco, CA 94107 (415) 489-6536 (800) 347-3739 Fax: (415) 489-6560 Email: complaints_office_09@hud.gov *Covers the following states: Arizona, California, Guam, Hawaii, and Nevada
CHICAGO REGIONAL OFFICE U.S. Department of Housing and Urban Development Midwest Office 77 W. Jackson Boulevard, Suite 2101 Chicago, IL 60604 (312) 353-7776 (800) 765-9372 Fax: (312) 886-2837 Email: complaints_office_05@hud.gov *Covers the following states: Illinois, Indiana, Michigan, Minnesota, Ohio, and Wisconsin	**SEATTLE REGIONAL OFFICE** U.S. Department of Housing and Urban Development Northwest/Alaska Office 909 First Avenue Seattle, WA 98104 (206) 220-5170 (800)877-0246 Fax: (206) 220-5447 Email: complaints_office_10@hud.gov *Covers the following states: Alaska, Idaho, Oregon, and Washington

§ 135.38 Section 3 clause.

All Section 3 contracts shall include the following clause (referred to as the Section 3 clause):
A. The work performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended 12.U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization of workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the persons(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The Contractor agrees to include this section 3 clause in every subcontracts subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 35.

F. Noncompliance with HUD's regulation in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (1) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant . . .

☐ Yes ☐ No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?

☐ Yes ☐ No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?

☐ Yes ☐ No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?

☐ Yes ☐ No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?

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

☐ Yes ☐ No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

If "No" was selected, please explain and include any pertinent documentation with your bid.
If necessary, please use a separate sheet to answer the above questions.

Printed Name of Authorized Representative	Signature
Title	Date

<u>Respondent</u>: 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.

Respondent: Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

This information must be submitted with your bid.

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

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

_____

Respondent: Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet **(Duplicate as Needed)**

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

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

<u>Respondent</u>: Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

<u>Respondent</u>: Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

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

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

Respondent: Return Completed Form with Offer.

Residence Certification/Tax Form

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

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

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

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

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

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

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

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

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

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

<u>Respondent</u>: Return Completed Form with Offer.

Required Federal Contract Provisions

The Part 200 Uniform Requirements require that non-Federal entities' contracts contain the applicable provisions described in Appendix II to Part 200 — "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards." Violations of law will be referred to the proper authority in the applicable jurisdiction. All Prime Contractors awarded contracts by Jefferson County which are federally funded, in whole or in part, are required to comply with the provisions below. Additionally, Prime Contractors with Jefferson County are required to include the provisions below in any contracts executed with subcontractors performing the scope of services and shall pass these requirements on to its subcontractors and third-party Contractors, as applicable. In addition to other provisions required by the relevant Federal agency, State of Texas, or Jefferson County, all contracts made by Jefferson County under the Federal award shall contain provisions covering the following, as applicable.

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 or Texas General Land Office 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 Jefferson 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

The following provides a debarment and suspension clause. It incorporates an optional method of verifying that Contractors are not excluded or disqualified.

Suspension and Debarment

(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 and2 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.

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 Texas General Land Office (GLO), the U.S. Department of Housing and Urban Development (HUD), the Harr Administrator, the Inspectors General, 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 the Jefferson County or Texas General Land Office 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. U.S. 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."

18. CIVIL RIGHTS ACT OF 1964 (Title VI 42 U.S.C. § 2000d)

Title VI of the Civil Rights Act of 1964, Section 109 of the Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) (24 CFR Parts 8-9), and the Americans with Disabilities Act of 1990 (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225), prohibits Contractors from excluding or denying individuals benefits or participation in this project on the basis of race, color, religion, national origin, sex, or disability. The provisions require that no person in the United States shall on the ground of race, color, religion, national origin, sex, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with community development funds made available pursuant to these Acts.

For purposes of this Part "program or activity" is defined as any function conducted by an identifiable administrative unit of the recipient, or private Contractor receiving community development funds or loans from the recipient. "Funded in whole or in part with community development funds" means that community development finds in any amount in the form of grants or proceeds from HUD guaranteed loans have been transferred by the recipient or a subrecipient to an identifiable administrative unit and disbursed in a program or activity.
A Contractor may not, under any program or activity to which the regulations of this Part may apply directly or through contractual or other arrangements, on the grounds of race, color, national origin, or sex:

- **a.** Deny any facilities, services, financial aid or other benefits provided under the program or activity;
- **b.** Provide any facilities, services, financial aid or other benefits, which are different, or are provided in a different form from that provided to others under the program or activity;
- **c.** Subject to segregated or separate treatment in any facility in, or in any matter of process related to receipt of any service or benefit under the program or activity;
- **d.** Restrict in any way access to, or in the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity;
- **e.** Treat an individual differently from others in determining whether the individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which the individual must meet in order to be provided any facilities, services or other benefit provided under the program or activity; and
- **f.** Deny an opportunity to participate in a program or activity as an employee.

19. COST PLUS CONTRACTING PROHIBITED (2 CFR 200.323(D))

Cost-plus-a-percentage-of-cost (CPPC) contracts are prohibited by 2 CFR 200.323(d). The cost plus a percentage of cost and percentage of construction cost methods of contracting must never be used, including in subcontracts and third-party contracts. A cost-plus contract is one that is structured to pay the contractor or subcontractor their actual costs incurred, plus a fixed percent for profit or overhead.

A cost-plus-a-percentage-of-cost (CPPC) contract is a contract containing some element that obligates Jefferson County or Contractor to pay a contractor or subcontractor an amount (in the form of either profit or cost), undetermined at the time the contract was made, to be incurred in the future, and based on a percentage of future costs. The inclusion of an overall contract ceiling price does not make these forms of contracts acceptable.

This type of contract is prohibited because there is no incentive for the contractor or subcontractor to keep its incurred costs low. Instead, there is a reverse incentive for the contractor or subcontractor to continue to incur additional costs in order to continue to drive the percentage of cost up. In other words, increased spending by the contractor will yield higher profits. This prohibition applies to all work, regardless of the circumstances, and applies to subcontracts of the contractor cases where the prime contract is a cost-reimbursement type contract or subject to price redetermination.

20. DEBARMENT / SUSPENSION AND VOLUNTARY EXCLUSION (2 CFR Appendix II to Part 200 (I))

Pursuant to 2 CFR Appendix II to Part 200 (I), a Contract meeting the definition in 2 C.F.R. § 180.220 must not be made to parties listed on the System for Award Management (SAM) Exclusion lists, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Executive Orders 12549 and 12689, a contract award shall not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235). SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. A contract award must not be made to parties listed in the SAM Exclusions. SAM exclusions can be accessed at www.sam.gov.

Additionally, no contracts shall be awarded to any Contractor that has been debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs, including but not limited to the Department of Health and Human Work (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Work Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted.

This contract is a covered transaction for purposes of compliance with Title 2 C.F.R. parts 180 and 3000, and as such the Contractor is required to verify that none of the contractor, its principals (as defined at 2 C.F.R. § 180.995), or its affiliates (as defined at 2 C.F.R. § 180.905) are excluded (as defined at 2 C.F.R. § 180.940) or disqualified (as defined at 2 C.F.R. § 180.935). These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities (See 2 C.F.R Part 200, Appendix II). The Contractor must comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C and shall include this requirement and similar certification in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

The Contractor confirms that it is eligible or otherwise not disqualified or prohibited from participation in federal or state assistance programs under Executive Order 12549, Debarment and Suspension. Additionally, the Contractor warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal

programs, including but not limited to the following: Department of Health and Human Work (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE);

U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Work Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted. Jefferson County reserves the right to verify any Contractor's status and document instances of debarment, suspension, or other ineligibility.

The Contractor shall verify that all subcontractors performing work under this Contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. The Contractor further must notify Jefferson County in writing immediately if Contractor or its subcontractors are not in compliance with Executive Order 12549 during the term of this contract. Contractor shall include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

If it is found that the Contractor did not comply or is not in compliance with Executive Order 12549 (2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C), the Contractor may be subject to available remedies, including but not limited to, refunding Jefferson County for any payments made to the Contractor while ineligible, and also acknowledges that the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

21. ENERGY EFFICIENCY (42 U.S.C. 6201 and 2 CFR 200 APPENDIX II (H))

Contractor must comply with the mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201). Contractor must include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

22. EQUAL EMPLOYMENT OPPORTUNITY (41 CFR 60-1.4(b) and 2 CFR 200 APPENDIX II (C))

Contractor must comply with, and incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the Equal Employment Opportunity provisions as follows:

During the performance of this contract, the contractor agrees as follows:

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.

1. 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.
2. 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.

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

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

5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (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 noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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.

Contractor must include the equal opportunity clause in each of its nonexempt subcontracts, and to require all non-exempt subcontractors to include the equal opportunity clause in each of its nonexempt subcontracts.

23. EQUAL EMPLOYMENT OPPORTUNITY FOR WORKERS WITH DISABILITIES (48 CFR 52.222- 36)

During the performance of this contract, the Contractor must comply with required Equal Employment Opportunity for Workers with Disabilities provisions.

Contractor shall include the following equal opportunity clause in each of its covered Government contracts or subcontracts (and modifications, renewals, or extensions thereof if not included in the original contract):

a. Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

b. Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of $15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

24. EQUAL EMPLOYMENT OPPORTUNITY FOR VEVRAA PROTECTED VETERANS (41 CFR 60.300)

Jefferson County is an equal opportunity employer of protected veterans. During the performance of this contract, the Contractor must comply with required Equal Employment Opportunity for VEVRAA Protected Veterans provisions.

Contractor shall include the following equal opportunity clause in each of its covered Government contracts or subcontracts (and modifications, renewals, or extensions thereof if not included in the original contract):

a. The definitions set forth in 41 CFR 60-300.2 apply to the terms used throughout this Clause, and they are incorporated herein by reference.

b. The contractor shall not discriminate against any employee or applicant for employment

because he or she is a disabled veteran, recently separated veteran, active duty wartime or campaign badge veteran, or Armed Forces service medal veteran (hereinafter collectively referred to as “protected veteran(s)”) in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals without discrimination based on their status as a protected veteran in all employment practices, including the following:

i. Recruitment, advertising, and job application procedures.

ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring.

iii. Rates of pay or any other form of compensation and changes in compensation.

iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.

v. Leaves of absence, sick leave, or any other leave.

vi. Fringe benefits available by virtue of employment, whether or not administered by the contractor.

vii. Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training.

viii. Activities sponsored by the contractor including social or recreational programs.

c. Any other term, condition, or privilege of employment. The Contractor shall immediately list all employment openings which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, with the appropriate employment service delivery system where the opening occurs. Listing employment openings with the state workforce agency job bank or with the local employment service delivery system where the opening occurs will satisfy the requirement to list jobs with the appropriate employment service delivery system. In order to satisfy the listing requirement described herein, contractors must provide information about the job vacancy in any manner and format permitted by the appropriate employment service delivery system which will allow that system to provide priority referral of veterans protected by VEVRAA for that job vacancy. Providing information on employment openings to a privately-run job service or exchange will satisfy the contractor's listing obligation if the privately-run job service or exchange provides the information to the appropriate employment service delivery system in any manner and format that the employment service delivery system permits which will allow that system to provide priority referral of protected veterans.

d. Listing of employment openings with the appropriate employment service delivery system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicants or from any particular group of job applicants, and nothing herein is intended to relieve the contractor

from any requirements in Executive orders or regulations regarding nondiscrimination in employment.

e. Whenever a contractor, other than a state or local governmental contractor, becomes contractually bound to the listing provisions in paragraphs 2 and 3 of this clause, it shall advise the employment service delivery system in each state where it has establishments that: (a) It is a Federal contractor, so that the employment service delivery systems are able to identify them as such; and (b) it desires priority referrals from the state of protected veterans for job openings at all locations within the state. The contractor shall also provide to the employment service delivery system the name and location of each hiring location within the state and the contact information for the contractor official responsible for hiring at each location. The "contractor official" may be a chief hiring official, a Human Resources contact, a senior management contact, or any other manager for the contractor that can verify the information set forth in the job listing and receive priority referrals from employment service delivery systems. In the event that the contractor uses any external job search organizations to assist in its hiring, the contractor shall also provide to the employment service delivery system the contact information for the job search organization(s). The disclosures required by this paragraph shall be made simultaneously with the contractor's first job listing at each employment service delivery system location after the effective date of this final rule. Should any of the information in the disclosures change since it was last reported to the employment service delivery system location, the contractor shall provide updated information simultaneously with its next job listing. As long as the contractor is contractually bound to these provisions and has so advised the employment service delivery system, there is no need to advise the employment service delivery system of subsequent contracts. The contractor may advise the employment service delivery system when it is no longer bound by this contract clause. The provisions of paragraphs 2 and 3 of this clause do not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Virgin Islands, American Samoa, the Commonwealth of the Northern Mariana Islands, Wake Island, and the Trust Territories of the Pacific Islands.

f. As used in this clause:

i. All employment openings includes all positions except executive and senior management, those positions that will be filled from within the contractor's organization, and positions lasting three days or less. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment.

ii. Executive and senior management means: (1) Any employee (a) compensated on a salary basis at a rate of not less than $455 per week (or $380 per week, if employed in American Samoa by employers other than the Federal Government), exclusive of board, lodging or other facilities;(b) whose primary duty is management of the enterprise in which the employee is employed or of a customarily recognized department or subdivision thereof; (c) who customarily and regularly directs the work of two or more other employees; and (d) who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring, firing, advancement, promotion or any other change of status of other employees are given particular weight; or (2) any employee who owns at least a bona fide 20-percent equity interest in the enterprise in which the employee is employed, regardless of whether the business is a corporate or other type of organization, and who is actively

engaged in its management.

iii. Positions that will be filled from within the contractor's organization means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings which the contractor proposes to fill from regularly established “recall” lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization.

g. The contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

h. In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

i. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are protected veterans. The contractor must ensure that applicants or employees who are disabled veterans are provided the notice in a form that is accessible and understandable to the disabled veteran (e.g., providing Braille or large print versions of the notice, posting the notice for visual accessibility to persons in wheelchairs, providing the notice electronically or on computer disc, or other versions). With respect to employees who do not work at a physical location of the contractor, a contractor will satisfy its posting obligations by posting such notices in an electronic format, provided that the contractor provides computers that can access the electronic posting to such employees, or the contractor has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the contractor to notify job applicants of their rights if the contractor utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

j. The contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding that the contractor is bound by the terms of VEVRAA, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, protected veterans.

k. The contractor will include the provisions of this clause in every subcontract or purchase order of $100,000 or more, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to VEVRAA 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 Director, Office of Federal Contract Compliance Programs, may direct to enforce such provisions, including action for noncompliance.

l. The contractor must, 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 their protected veteran status.

m. The Contractor shall forfeit as a penalty to the County who administers the subject Project receiving Federal assistance, Sixty Dollars ($60.00) for each worker, employed for each calendar day, or a portion thereof, such worker is paid less than the said stipulated rates for any work done under this Project, by him/her or by any contractor under him/her.

n. All contractors shall keep, or cause to be kept, an accurate record showing the names of all workers, also the actual per diem wages paid to each of such workers.

25. FAIR LABOR STANDARDS ACT

Contractor must comply the Fair Labor Standards Act of 1938 (29 U.S.C. Section 201 et seq.) as now or hereafter amended, which regulates wage, hour and other employment practices that govern the use of funds provided and the employment of personnel under this contract. The Contractor warrants that it will pay all its workers all monies earned by its workers including, but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the Fair Labor Standards Act, 29 United States Code (U.S.C.) Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000, et al., as amended; or any provisions of the Texas Labor Code Ann., as amended.

26. FLOOD DISASTER PROTECTION ACT OF 1973 (24 CFR 570.605)

Contractor must comply with the provisions in 24 CFR 570.605, Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106), and the regulations in 44 CFR Parts 59-79.

27. GREEN BUILDING STANDARDS

At a minimum, Contractors must comply with local codes and any applicable national building codes for any work involving rehabilitation or construction, including design. When a contract is funded, in whole or in part, by HUD funding, Contractors must comply with applicable Green Building standards to the maximum extent feasible. Green Building standards may apply to single-family properties, multifamily properties, or both and may include, but are not limited to best practices defined under LEED, Enterprise Green Communities, or NAHB National Green Building Standards and may include specific measures for water conservation, energy efficiency, and indoor air quality. Contractor and subcontractors must comply with the following standards, as applicable:

- 2009 ICC International Energy Conservation Code (IECC)
- ASHRAE 90.1-2007, which sets minimum energy standards for buildings except low-rise residential buildings
- ASHRAE 62.1-2010 and 62.2-2010, which set minimum standards for ventilation for indoor air quality for common areas in mid- and high-rise buildings, and low-rise residential buildings, respectively.
- New or replacement residential housing, when funded by CDBG-DR/GLO grants, must adhere to Green Building standards, including Energy Star Certified Homes or Energy Star for Multifamily High Rise and other applicable green building requirements.
- Moderate residential housing rehabilitation, when funded by CDBG-DR/GLO grants, must comply with the Community Planning & Development (CPD) Retrofit Checklist and provide Energy Star appliances, Water Sense or FEMP products if replaced.
- New or replacement residential housing, when funded by CDBG-DR/GLO grants, must adhere to Green Building standards, including Energy Star Certified Homes or Energy Star

for Multifamily High Rise and other applicable green building requirements.

28. HOLD HARMLESS AGREEMENT

Contractor shall indemnify, defend, and hold harmless Jefferson County from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this Request for Proposals, appropriate insurance coverage including, at a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this Request for Proposals. Certification of such coverage must be provided to the County upon request.

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.

29. LEAD-BASED PAINT (24 CFR 570.608)

Contractor must comply with the provisions found in 24 CFR 570.608, the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead Based Paint Hazard Reduction Act of 1992 (U.S.C. 4851-4856, and 24 CFR Part 35, subparts A, B, J, K, and R. This Article 2(f) is to be included in all subcontracts, for work in connection with this Contract, which relate to residential structures.

30. NON-COLLUSION (The Sherman Act)

Contractor must comply with the requirements of The Sherman Act, which prohibit collusion. Collusion occurs when two persons or representatives of an entity or organization make an agreement to deceive or mislead another. Such agreements are usually secretive and involve fraud or gaining an unfair advantage over a third party, competitors, consumers or others with whom they are negotiating. The collusion, therefore, makes the bargaining process inherently unfair. Collusion can involve promises of future benefits, price or wage fixing, kickbacks, or misrepresenting the independence of the relationship between the colluding parties.

The Sherman Act prohibits any agreement among competitors to fix prices, rig bids, or engage in other anticompetitive activity. Collusion, bid rigging, or other anticompetitive activity is considered a felony.

Contractor shall not in any way, directly or indirectly:

- **a.** Collude, conspire, or agree with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
- **b.** Pay or agree to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.
- **c.** Assemble in coordination with any other organization in an attempt to fix the price of the work.
- **d.** Contractors are expected to report any suspected fraud, collusion, or impropriety from the inception of solicitation through the end of the contract term.

31. NON-SEGREGATED FACILITIES

"Prohibition of Segregated Facilities"

a. Segregated facilities means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at: www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

b. The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

c. The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

32. PARTICIPATION BY MINORITY & WOMEN-OWNED BUSINESS ENTERPRISES (2 CFR 200.321)

Contractor must comply with the Minority and Women-owned Business Enterprise participation requirements under 2 CFR 200.321. Contractors must take all affirmative steps necessary to subcontract with Minority and Women-owned Business Enterprises (MWBEs) to assure that MWBEs are used when possible. These affirmative steps shall include:

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists; Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

b. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

c. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The State of Texas maintains a Historically Underutilized Business Program, which identifies any business at least 51 percent owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service Disabled Veteran, who reside in Texas and actively participate

in the control, operations and management of the entity's affairs as a Historically Underutilized Business (also considered MWBE).

Contractors who wish to check the status of a firm may visit:
https://comptroller.texas.gov/purchasing/vendor/hub/

Contractors and subcontractors are required to facilitate Minority & Women-Owned Business Enterprise participation.

Contractors are encouraged to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers in order to comply with the requirements and may check for firms who perform relevant work by searching: https://comptroller.texas.gov/purchasing/vendor/hub/.

Contractor and subcontractors must facilitate Minority & Women-Owned Business Enterprise participation and take all affirmative steps to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers throughout the life of the Contract.

33. POTENTIAL CONFLICTS OF INTEREST

Pursuant to 2 CFR 200.112, Contractor must comply with disclosure requirements in accordance with Texas Local Government Code, Chapter 176. Contractor shall not use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. By law, the *Conflict of Interest Questionnaire* (provided by the Texas Ethics Commission at www.ethics.state.tx.us) must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the Contractor becomes aware of facts that require the statement to be filed.

This law requires persons desiring to do business with the County to disclose any gifts valued in excess of $250 given to any County Official or the County Official's family member, or employment of any County Official or the County Official's family member during the preceding twelve (12) month period.

The disclosure questionnaire must be filed with the Jefferson County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

An outside consultant or contractor is prohibited from submitting a Proposal for services on a Jefferson County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint-venturer or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited Proposal, that response shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Jefferson County.

34. PREVAILING WAGES (2 CFR 200 APPENDIX II (D) and TGC 2258)

Pursuant to 2 CFR 200 Appendix II (D), Contractor must comply with Texas Government Code (TGC) 2258, Prevailing Wage Rates. Accordingly, Contractor must submit a certified payroll records as required, and compensate any worker employed on a public works project not less than as applicable. As noted under "Davis Bacon and Related Acts", when required by Federal program legislation, construction contracts in excess of $2,000 awarded by Jefferson County shall require compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor must pay wages to laborers and mechanics at a

rate not less than the local prevailing wages, or Davis Bacon wages, as applicable. If both Texas prevailing wages and Davis Bacon provide rates for a particular class, Contractors must pay the greater wage rate. In addition, Contractor must pay wages not less than once a week.

In compliance with Section 2258 of the Texas Government Code, Contractor and any subcontractor hired by Contractor for the construction of any project, shall pay not less than the rates set forth in the Schedule of Prevailing Wages attached and incorporated by reference. In submitting a Proposal, Contractor warrants that it and its subcontractors shall comply with all requirements and worker ratios per the applicable Schedule of Prevailing Wages and Texas state law.

Contractor must submit certified payroll of contractor and all subcontractors on a weekly basis. At County's request, Contractor must make available and shall require its subcontractors to make available, copies of cancelled checks and check stubs for comparisons by the County or its agents. Regardless of whether Davis Bacon or Texas Prevailing Wages apply, the County reserves the right for its agents to visit the project site and to interview contractor, its subcontractors and employees of each on any date or time, as often as desired during the construction period, without prior notification.

Jefferson County will ascertain if proper wage rates are being paid to the employees as required. In the event of a discrepancy between the work performed and the wages paid, the County shall document same and notify Contractor. If, for any length of time and as determined by Jefferson County, discrepancies appear between the certified payrolls and the actual wage paid, the County shall require check stubs to be attached to each weekly certified payroll.

Pursuant to Texas Government Code Section 2258.051, the County reserves the right to withhold any monies due Contractor until such discrepancy is resolved and the necessary adjustment made. The Contractor shall forfeit as a penalty, in accordance with Texas Government Code Section 2258.023(b), to the County or entity who administers the subject Project receiving Federal assistance, Sixty Dollars ($60.00) for each worker, employed for each calendar day, or a portion thereof, such worker is paid less than the said stipulated rates for any work done under this Project, by him/her or by any contractor/subcontractor under him/her.

All contractor/subcontractor shall keep, or cause to be kept, an accurate record showing the names of all workers, also the actual per diem wages paid to each of such workers. Contractor shall impose these same obligations upon its Subcontractors. Contractor understands that with weekly or monthly certified payrolls, contractor is responsible for any and all penalties that shall accrue during the month, regardless of the fact that any error could not be discovered by the Contract Compliance Officer until the following certified payroll.

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

Contractor must comply with 31 U.S.C. Chapter 38, *Administrative Remedies for False Claims and Statements*, which shall apply to the activities and actions of the Contractor and its subcontractors pertaining to any matter resulting from the contract.

36. RESTRICTIONS ON PUBLIC BUILDINGS AND PUBLIC WORKS PROJECTS CERTIFICATION

a. Definitions. The definitions pertaining to this provision are those that are set forth on the clause entitled "Restrictions on Public Works Projects." (Set out under "Contract Clauses" below.)

b. Certification. Except as provided in paragraph (C) of this provision, by submission of its Proposal, Offeror certifies that it:

i. Is not a Contractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR) (see paragraph (H) of this provision);

ii. Has not or will not enter into any subcontract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR, and

iii. Will not provide any product of a country included on the list of foreign countries that discriminate against the U.S. firms published by the USTR.

c. Inability to certify. An Offeror unable to certify in accordance with paragraph (b) of this provision shall submit with its offer a written explanation fully describing the reasons for its inability to make the certification.

d. Applicability of 18 U.S.C. 1001. This certification is paragraph (B) of this provision concerns a matter within the jurisdiction of an agency of the United States, and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 U.S.C. 1001.

e. Notice. Offeror shall provide written notice to the Contracting Officer if, at any time before the contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

f. Restrictions on contract award. Unless a waiver to these restrictions is granted by the Secretary of Housing and Urban Development, no contract will be awarded to an Offeror (1) who is owned or controlled by a citizen or national of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, (2) whose subcontractors are owned or controlled by citizens or national of a foreign country on the USTR list or, (3) who incorporates any product of a foreign country on the USTR list in the public works project.

g. USTR List. The USTR published an initial list in the Federal Register on December 30, 1987 (53 FR 49244), which identified one country-Japan. The USTR can add countries to the list, and remove countries from it, in accordance with section 109 (C) of PUB. L. 100-202.

37. RESTRICTIONS ON PUBLIC BUILDINGS AND PUBLIC WORKS PROJECTS

a. Definitions. “Component”, as used in this clause, means those articles, materials, and supplies incorporated directly into the product. “Contractor or subcontractor of a foreign country,” as used in this clause, means any Contractor or subcontractor that is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country. A contractor or subcontractor shall be considered to be a citizen or national of a foreign country, or controlled directly or indirectly by citizens or nationals of a foreign country:

i. If 50 percent or more of the Contractor or subcontractor is owned by a citizen or a national of the foreign country;

ii. If the title to 50 percent of more of the stock of the Contractor or subcontractor is held subject to trust or fiduciary obligation in favor of citizens or nationals of the foreign country.

iii. If 50 percent or more of the voting power in the Contractor or subcontractor is vested in or exercisable on behalf of a citizen or national of the foreign country;

iv. In the case of a partnership, if any general partner is a citizen of the foreign country;

v. In the case of a corporation. If its presidents or other chief executive officer or the chairman of its board of directors is a citizen of the foreign country or the majority of any number of its directors necessary to constitute a quorum are citizens of the foreign country or the corporation is organized under the laws of the foreign country or any subdivision, territory, or possession thereof; or

vi. In case of a contractor or subcontractor who is a joint venture, if any participant firm is a citizen or national of a foreign country or meets any of the criteria in subparagraphs (A) 1 through 5 of this clause. “Product”, as used in this clause, means construction materials, i.e. articles, materials and supplies brought to the construction site for incorporation into the public works project, including permanently affixed equipment, instruments, utilities, electronic or other devices, but not including vehicles or construction equipment. In determining the origin of a product, Jefferson County will consider a product as produce in a foreign country id it has been assembled or manufactured in the foreign country, or if the cost of the components mined, produced, or manufactured in the foreign country exceed 50 percent of the cost of all its components.

b. Restrictions. The Contractor shall not (1) knowingly enter into any subcontract under this contract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the United States Trade Representative (see paragraph (C) of this clause, or (2) supply any product under this contract of a country included on the list of foreign countries that discriminate against U.S. firms published by the USTR. USTR List. The USTR published an initial list in the Federal Register on December 30, 1987 (53 FR 49244), which identified one country-Japan. The USTR can add other countries to the list, or remove countries from it, in accordance with section 109 (C) of PUB. L. 100-102.

c. Certification. The Contractor may rely upon the certification of a prospective subcontractor that it is not a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR and that products supplied by such subcontractor for use on the Federal public works project under this contract are not products of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, unless such Contractor has knowledge that the certification is erroneous.

d. Subcontractors. The Contractor shall incorporate this clause, modified only for the purpose of properly identifying the parties, in all subcontracts. This paragraph (E) shall also be incorporated in all subcontracts.

38. TRANSACTIONS WITH TERRORIST ORGANIZATIONS PROHIBITED (Texas Government Code 2252.152)

Pursuant to Chapter 2252, Texas Government Code, Contractor shall certify that, at the time of execution of this Contract, neither the Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (1) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of

Chapter 2252 of the Texas Government Code, or (2) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

39. TERMINATION FOR CAUSE & CONVENIENCE (2 CFR Appendix II to Part 200 (A) and (B))

Pursuant to 2 CFR Appendix II to Part 200 (A), Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to 2 CFR Appendix II to Part 200 (B), all contracts in excess of $10,000 shall 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. Jefferson County shall have the right to terminate this contract for cause and convenience.

In the event of a failure by Contractor to satisfactorily perform the services specified herein and/or a default by Contractor in abiding by the other terms and conditions of this Contract, Jefferson County may terminate the Contract on written notice to Contractor and Contractor shall be liable for all damages, costs, and expenses (including attorney fees) incurred by County related to this default. Such termination is in addition to and not in lieu of any other remedies that Jefferson County may have in law or equity. Administrative remedies for non- performance, violation or breach of contract terms, or termination of contract for default may include suspension and debarment. Jefferson County may assess liquidated damages for failure to meet completion deadlines, contract breaches, or performance failures of the Contractor or its Subcontractors. Contractor shall be provided the opportunity to cure certain performance failures or instances of default as described in the contract documents. The legal dispute resolution process as applicable under the Texas Civil Practice and Remedies Code shall include, but is not limited to, Texas and Civil Practice and Remedies Section 38 – Attorney's Fees, Texas Civil Practice and Remedies Section 41 – Damages, and Texas Civil Practice and Remedies Section 154 – General Provisions. Jefferson County and Contractor(s) should attempt to resolve any claim for breach of contract made by Contractor, to the extent it is applicable to the Contract and not preempted by other law. Except as otherwise provided by law, nothing herein is a waiver by the County or the State of Texas of the right to seek redress in a court of law.

40. VERIFICATION NOT TO BOYCOTT ISRAEL

As required by Texas Government Code Chapter 2270, Contractor verifies that it does not boycott Israel and will not boycott Israel through the term of this Contract. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

41. VENDORS/CONTRACTORS OWING TAXES OR OTHER DEBTS

Pursuant to Texas Local Government Code 262.0276, if, during the performance of this contract, Contractor's taxes become delinquent or Contractor becomes otherwise indebted to Jefferson

County, Jefferson County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code 154.045.

Whether or not a Contractor's taxes are delinquent will be determined by an independent review of the Tax Office records. Contractors are encouraged to visit the Tax Office website at https://jeffcotax.com/

set up a portfolio of their accounts and make their own initial determination of the status of their tax accounts. Contractors who believe a delinquency is reflected in error must contact the Tax Office to correct any errors or discrepancies prior to submitting their Proposal in order to ensure that their Proposal will be considered. Furthermore, if, during the performance of this contract, a Contractor's taxes become delinquent or a vendor becomes otherwise indebted to Jefferson County, Jefferson County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code §154.045. This policy is effective for all responses due on or after November 1, 2009.

42. WHISTLEBLOWER PROTECTION ACT

Contractor, subcontractors, and employees working on this Project shall be subject 41 U.S. Code § 4712, which requires that an employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

The Contractor shall inform its employees and subcontractors in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts providing services for this Project.

REQUIRED CONTRACT PROVISIONS

Italics – Explanatory; not contract language

All Contracts

THRESHOLD	PROVISION	CITATION
None	(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), ''Debarment and Suspension.'' SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
None	The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, and the Texas Department of Agriculture (TDA), and the City/County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the GLO award, in order to make audits, examinations, excerpts, and transcripts and to closeout the City's/County's GLO contract with GLO.	2 CFR 200.336 (former 24 CFR 85.36(i)(10))
None	Grantees or subgrantees must retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.	2 CFR 200.333 (former 24 CFR (85.36(i)(11))
None	Sec. 176.003. CONFLICTS DISCLOSURE STATEMENT REQUIRED. (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if: (1) the vendor enters into a contract with the local governmental entity or the local governmental entity is considering entering into a contract with the vendor; and (2) the vendor: (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that: (i) a contract between the local governmental entity and vendor has been executed; or (ii) the local governmental entity is considering entering into a contract with the vendor; (B) has given to the local government officer or a family member of the officer one or more gifts that have an	Chapter 176 of the Local Government Code

	aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that: (i) a contract between the local governmental entity and vendor has been executed; or (ii) the local governmental entity is considering entering into a contract with the vendor; or has a family relationship with the local government officer. (a-1) A local government officer is not required to file a conflicts disclosure statement in relation to a gift accepted by the officer or a family member of the officer if the gift is: (1) a political contribution as defined by Title 15, Election Code; or (2) food accepted as a guest. (a-2) A local government officer is not required to file a conflicts disclosure statement under Subsection (a) if the local governmental entity or vendor described by that subsection is an administrative agency created under Section 791.013, Government Code. (b) A local government officer shall file the conflicts disclosure statement with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of the statement under Subsection (a).	
>$10,000	(*B) 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 effected and the basis for settlement.* ***Use the following language for contracts > $ 10,000:*** <u>Termination for Cause</u> If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City/County shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the City/County, be turned over to the City / County and become the property of the City / County. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of contract by the Contractor, and the City/County may set-off the damages it	2 CFR 200 APPENDIX II(B)

	incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor. Termination for Convenience of the City/County City/County may at any time and for any reason terminate Contractor's services and work at City/County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement. [Parties should include the manner by which such termination will be effected and the basis for settlement or any other terms and conditions concerning payment upon such termination.]	
>$50,000	*(A) Contracts for more than $50,000 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.* ***Use the following language for contracts > $50,000:*** Resolution of Program Non-compliance and Disallowed Costs In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or GLO program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. *[This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.]* If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.	2 CFR 200 APPENDIX II (A)
Option Contract Language for Procurement before Grant Funds Awarded	Payment of the fees [described in ____ section] shall be contingent on GLO funding. In the event that grant funds are not awarded to the City / County by TDA through the GLO program, this agreement shall be terminated by the City / County.	2 CFR 200.319(a)

Additional provisions for administration & engineering contracts associated with construction contracts

THRESHOLD	PROVISION	CITATION
>$10,000	*(Italics – Explanatory; not contract language)* *2 CFR 200 Appendix II (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR 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 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."* *Therefore, include the following EO clause (not in italics) in construction contracts including construction associated administration and engineering contracts > $10,000:* **§60-1.4(b) Equal opportunity clause.** (b) *Federally assisted construction contracts. Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:* *The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity 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	41 CFR §60-1.4(b) And 2 CFR 200 APPENDIX II (C)

	conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The Contractor will not discourage 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 noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures	

	authorized in Executive Order 11246 of September 24, 1965, and such other sanctions 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 (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States. 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. (c) Subcontracts. Each nonexempt prime Contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts. (d) Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate. (e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the Contractor is written. (f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings. [43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997; 79 FR 72993, Dec. 9, 2014; 80 FR 54934, September 11, 2015]	
>$100,000	*§135.38 Section 3 clause* *All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):* A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no	24 CFR §135.38

	contractual or other impediment that would prevent them from complying with the part 135 regulations. C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin. D. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135. E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135. F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts. G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).	

Construction Contracts

THRESHOLD	PROVISION	CITATION
>$2,000 for Davis Bacon and Copeland "Anti-Kickback" Act; >$100,000 for Contract Work Hours and Safety Standards Act	*HUD 4010 Federal labor standards provisions include:* *1. Davis Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by DOL regulations (29 CFR part 5);* *2. Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3); and* *3. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.)* *See HUD 4010 contract language in Appendix F. Inclusion of this language into the construction contract satisfies contract requirements of the separate acts noted.*	
>$2,000 (Satisfied with inclusion of HUD 4010)	*Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland "Anti-Kickback" Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3):* (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractors must be 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. In addition, Contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	2 CFR 200 APPENDIX II (D)

>$10,000	*(Italics – Explanatory; not contract language)* *2 CFR 200 Appendix II (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR 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 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."* *Therefore, include the following EO clause (not in italics) in construction contracts including construction associated administration and engineering contracts > $10,000:* **§60-1.4(b) Equal opportunity clause.** (b) *Federally assisted construction contracts. Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:* *The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity 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	41 CFR §60-1.4(b) And 2 CFR 200 APPENDIX II (C)

	applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The Contractor will not discourage 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 noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions 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 (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States. 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. (c) Subcontracts. Each nonexempt prime Contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts. (d) Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate. (e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the Contractor is written. (f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings. [43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997; 79 FR 72993, Dec. 9, 2014; 80 FR 54934, September 11, 2015]	
≥$100,000	(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must 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 must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
>$100,000	(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts	2 CFR 200 APPENDIX II (E)

(Satisfied with inclusion of HUD 4010)	awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	
>$100,000	*§135.38 Section 3 clause* *All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):* A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations. C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.	24 CFR §135.38

	D. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135. E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135. F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts. G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).	
>$150,000	(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)

Respondent's Certification

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

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

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

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

_____
NAME OF BUSINESS

BY:

_____
SIGNATURE

_____
NAME & TITLE, TYPED OR PRINTED

_____
MAILING ADDRESS

_____
CITY, STATE, ZIP CODE

(___) _____
TELEPHONE NUMBER

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

_____
Notary Public

State of _____

My Commission Expires: _____

<u>Respondent</u>: Return Completed Form with Offer.

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE
Advertisement for Request for Proposal

May 18, 2021

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for RFP 21-027/YS, Lease of Properties Acquired as a Result of Buy Out. Specifications for this project may be obtained from the website, http://www.co.jefferson.tx.us, or by calling 409-835-8593.

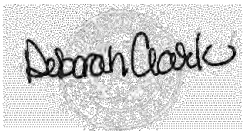
Proposals are to be addressed to the Purchasing Agent with the proposal number and name marked on the outside of the envelope. Offerors shall forward one (1) original and two (2) copies of their proposal to the address shown below. Jefferson County does not accept proposals submitted electronically. Late proposals will be rejected as non-responsive. Proposals will be publicly opened and only the bidder's name will be read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Proposals shall be opened in a manner that avoids disclosure of the contents to competing offerors and maintains the confidentiality of the proposals during negotiations. Proposals will be open for public inspection after the award of the contract, except for trade secrets and confidential information. Offerors are invited to attend the sealed proposal opening.

PROPOSAL NAME:	**Lease of Properties Acquired as a Result of Buy Out**
PROPOSAL NO:	**RFP 21-027/YS**
DUE DATE/TIME:	**11:00 AM CT, Wednesday, June 16, 2021**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1149 Pearl Street, First Floor** **Beaumont, Texas 77701**

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

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.



Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – May 19, 2021 & May 26, 2021
The Examiner – May 20, 2021

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1. Proposal Submittal Checklist

The Offeror's attention is especially called to the items listed below, which must be submitted in full as part of the proposal.

Failure to submit any of the documents listed below as a part of your proposal, or failure to acknowledge any addendum in writing with your proposal, or submitting a proposal on any condition, limitation, or provision not officially invited in this Request for Proposal (RFP) may cause for rejection of the proposal.

Offeror shall check each box indicating compliance.

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PACKAGE

☒ Bidder Information Form identifying the contract/project being proposed; the name and address of the Offeror; the date of the proposal; telephone number, cell phone number (if applicable), email address (if applicable); facsimile number (if applicable) of Offeror; intended use of property; proximity to property (page 10).

☒ Copy of "Proposed Price Schedule" Form, with Proposed Lease Amount(s) clearly indicated in printed handwriting (blue or black ink) or typed font (pages 11-23).

☒ Completed & Signed "Affidavit" Form (page 26).

☒ Completed & Signed "Exhibit A: Release of Liability" Form (page 30).

☒ One (1) original and two (2) copies of the proposal should be mailed or delivered no later than **11:00 AM, June 16, 2021** to the Jefferson County Purchasing Department, 1149 Pearl Street, First Floor, Beaumont, TX 77701.

Company	Telephone Number
Address	Fax Number
Authorized Representative (Please print)	Title
Authorized Signature	Date

PROPOSER MUST COMPLETE & RETURN THIS FORM WITH OFFER.

2. General Information

Vendor Instructions

Read the document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you have a clear understanding of the proposal.

General Requirements apply to all advertised requests for proposals; however, these may be superseded, whole or in part, by the **Scope of Services, Guidelines and Specifications, Requested Responses and Information,** or **other data contained herein.** Be sure your proposal package is complete.

Governing Law

Proposer is advised that these requirements shall be fully governed by the laws of the State of Texas and that Jefferson County may request and rely on advice, decisions, and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

Ambiguity, Conflict, or other errors in the RFP

If the proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, proposer shall immediately notify the County of such error in writing and request modification or clarification of the document. Modifications will be made by issuing Addenda. Written notice will be given to all parties who have been furnished with the RFP without divulging the source of the request for the same. If the proposer fails to notify the County prior to the date and time fixed for submission of proposals of an error or ambiguity in the RFP known to proposer, or an error or ambiguity that reasonably should have been known to proposer, then proposer shall not be entitled to compensation or additional time by reason of the error or ambiguity or its later resolution.

The County may also modify the RFP, no later than 48 hours prior to the date and time fixed for submission of proposals, by issuance of an Addendum to all parties who have received the RFP. All addenda will be numbered consecutively, beginning with number one (1).

Proposal Preparation Cost

The cost for developing proposals is entirely the responsibility of proposers and shall not be charged to Jefferson County.

Signature of Proposal

A transmittal letter, which shall be considered an integral part of the proposal, shall be signed by an individual who is authorized to bind the proposer contractually. If the proposer is a corporation, the legal name of the corporation shall be provided together with the signature of the officer or officers authorized to sign on behalf of the corporation.

If the proposer is a partnership, the true name of the firm shall be provided with the signature of the partner or partners authorized to sign.

If the proposer is an individual, that individual shall sign. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a power of attorney or equivalent document must be submitted to the Jefferson County Purchasing Department prior to the submission of the proposal or with the proposal.

Economy of Presentation

Proposals shall not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be rejected and not considered.

Proposal Obligation

The contents of the proposal and any clarification thereof submitted by the selected proposer shall become part of the contractual obligation and incorporated by reference into the ensuing contract.

Governing Forms

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Jefferson County's interpretation shall govern.

Implied Requirements

Products and services not specifically mentioned in the RFP, but which are necessary to provide the functional capabilities described by the proposer, shall be included in the proposal.

Compliance with RFP Specifications

It is intended that this RFP describe the requirements and the response format in sufficient detail to secure comparable proposals. Failure to comply with all provisions of the RFP may result in disqualification.

Evaluation

Evaluation shall be used as a determinant as to which proposed items or services are the most efficient and/or most economical for the County. It shall be based on all factors that have a bearing on price and performance of the items in the user environment. All proposals are subject to negotiation by the Purchasing Department and other appropriate departments, with recommendation to Commissioners' Court. Compliance with all requirements, delivery, and needs of the using department are considerations in evaluating proposals. Commissions are not the only criteria for making a recommendation. A preliminary evaluation by Jefferson County will be held and the appropriate proposals will be subject to negotiation. Upon completion of negotiations, Jefferson County will make an award. **All proposals that have been submitted shall be available and open for public inspection seven (7) days after the contract is awarded, except for trade secrets or confidential information contained in the proposals.** Any material that is to be considered as confidential in nature must be clearly marked as such and will be treated as confidential by Jefferson County to the extent allowable in the Open Records Act.

Withdrawal of Proposal

The proposer may withdraw its proposal by submitting a written request over the signature of an authorized individual, as described in the Signature of Proposal paragraph on Page 4), to the Purchasing Department any time prior to the submission deadline. The proposer may thereafter submit a new proposal prior to the deadline. Modification or withdrawal of the proposal in any manner, oral or written, will not be considered if submitted after the deadline.

Award

Jefferson County reserves the right to award this contract on the basis of the Highest and Best Offer in accordance with the laws of Texas, to waive any formality or irregularity, to make award to more than one proposer, and/or to reject any or all proposals. In the event the highest dollar proposer meeting specifications is not awarded a contract, the proposer may appear before Commissioners' Court and present evidence concerning his responsibility.

Ownership of Proposal

All proposals become the property of Jefferson County and will not be returned to proposers.

Disqualification of Proposer

Upon signing this proposal document, a contractor proposes to sell supplies, materials, services, or equipment to Jefferson County certifies that the proposer has not violated the antitrust laws of this state codified in Section 15.01, et seq, Business & Commerce Code, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all proposals may be rejected if the County believes that collusion exists among the proposers.

Contractual Development

The contents of the RFP and the selected proposal will become an integral part of the contract, but may be modified by provisions of the contract as negotiated. Therefore, the proposer must be amenable to inclusion in a contract of any information provided (in writing) either in response to this RFP or subsequently during the selection process.

Assignment

The selected vendor may not assign, sell, or otherwise transfer this contract without written permission of the Jefferson County Commissioners' Court.

Contract Obligation

Jefferson County Commissioners' Court must award the contract, and the County Judge or other person authorized by Jefferson County Commissioners' Court must sign the contract before it becomes binding on Jefferson County or the proposer. **Department Heads are not authorized to sign agreements for Jefferson County.** Binding agreements shall remain in effect until all products and/or services covered by this proposal have been satisfactorily delivered and accepted.

Termination

Jefferson County reserves the right to terminate the contract for default if the awarded vendor breached any of the terms therein, including warranties of proposer, or if the proposer becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements 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.

Inspections

Jefferson County reserves the right to inspect any item(s) or service location(s) for compliance with specifications and requirements and needs of the using department. If a proposal cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the proposer as inadequate.

Testing

Jefferson County reserves the right to test equipment, supplies, material and goods proposed for quality, compliance with specifications, and ability to meet the needs of the user. **Demonstration units must be available for review. Samples of food goods will be required upon final evaluation.** Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the offer is subject to rejection.

Loss, Damage, or Claim

The proposer shall totally indemnify Jefferson County against all claims by its employees, agents, or representatives or personal injury arising from any cause. In addition, the proposer shall totally indemnify Jefferson County against all claims of loss or damage to the proposer's and Jefferson County's property, equipment, and/or supplies.

Waiver of Subrogation

Proposer and proposer'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 the proposer's performance under this agreement.

Insurance Requirements

Lessee must furnish to the County's Risk Manager, two (2) copies of Certificates of Insurance, showing the following minimum coverage by insurance company(s) acceptable to the County's Risk Manager. **The County must be named as an additional insured for all liability policies, and a blanket waiver of subrogation is required on all applicable policies.**

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-day written notice of cancellation, non-renewal, material change or termination required on all certificates	**Bodily Injury and Property Damage** Per Occurrence Aggregate
COMMERCIAL GENERAL LIABILITY including: 1. Commercial Broad Form 2. Premises - Operations 3. Products/ Completed Operations Hazard 4. Contractual Liability 5. Independent Contractors 6. Broad Form Property Damage 7. Personal Injury 8. Advertising Injury 9. Hired & Non-Owned Auto Liability	$1,000,000 COMBINED SINGLE LIMIT

PROPERTY INSURANCE COVERAGE	Each Lessee is responsible for insuring their own property and all interest in that property

In the event of accidents of any kind, the Lessee must furnish the Risk Manager with copies of all reports of any accident within five (5) days of the accident.

ADDITIONAL REQUIREMENTS

Certificate of Insurance:

* The **County of Jefferson** must be named as an **additional insured** on the liability coverage and a blanket waiver of subrogation is required on all applicable Policies – applicable endorsements MUST accompany the Certificate of Insurance.

* The **location of the leased premises** must be listed under "Description of Operations".

* At a minimum, a **30-day written notice** of cancellation, material change, non-renewal or termination is required – applicable endorsements MUST accompany The Certificate of Insurance.

* At a minimum, the carrier must be rated by A.M. Best with an A-VII or better.

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.

Delivery of Proposals

All proposals are to be delivered by 11:00 am CT, Wednesday, June 16, 2021 to:

Jefferson County Purchasing Department
Deborah L. Clark Purchasing Agent
1149 Pearl Street, First Floor
Beaumont, Texas 77701

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.

County Holidays – 2021:

January 18, 2021	Martin Luther King, Jr. Day	Monday
February 15, 2021	President's Day	Monday
April 2, 2021	Good Friday	Friday
May 31, 2021	Memorial Day	Monday
July 5, 2021	Independence Day	Monday
September 6, 2021	Labor Day	Monday
November 11, 2021	Veteran's Day	Thursday
November 25 & 26, 2021	Thanksgiving	Thursday & Friday
December 23 & 24, 2021	Christmas	Thursday & Friday
December 31, 2021	New Year's	Friday

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

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

Proposals are to be addressed to the Purchasing Agent with the proposal number and name marked on the outside of the envelope.

Offerors shall forward one (1) original and two (2) exact duplicate copies of their proposal, for a total of three (3) copies.

Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of proposers will be read aloud.

Questions

Any questions may be emailed to Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us.

3. Scope

The Jefferson County Commissioners Court has approved a plan to now lease the remaining previously not leased properties that were acquired as a result of the "buy-out" of properties which qualified under the FEMA Mitigation Plan. The county will offer the properties to individuals or organizations who are interested in submitting a proposal for lease on a particular lot or lots and the proposals will be submitted to the Jefferson County Purchasing Department.

There is no minimum amount or reserve set, and the lease will be for a period of 5 years. **Payment for all 5 years will be due at Lease Signing.** Anyone who does lease a property will be required to mow it, maintain it and use it in a safe and lawful manner. The majority of the properties are in residential areas that have deed restrictions and the county does require that any lessee abide by any such deed restrictions.

There are several restrictions on use which are listed in the sample lease (Pages 27-29), and which are required by FEMA. **We strongly encourage each proposer to read these specifications in their entirety prior to submitting a proposal.** It should be understood that

the property may not be leased to live on and no permanent structures may be constructed. We are hopeful that the persons who are interested will be using the properties as additional space for their adjacent homes, or recreational and civic activities of a peaceful manner that do not interfere with the existing neighbors and neighborhood. The leased properties are not to be harvested for timber or dirt and are not to be altered so as to interfere with drainage.

Each individual property will be listed on the attached Proposal Price Schedule with an ID#, the property address, a legal description, and coordinates for latitude and longitude.

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and "AS IS." THE COUNTY WILL NOT MAINTAIN OR PROVIDE ANY REPAIRS FOR PRIVATE ROADS UPON WHICH ANY OF THE LEASED PROPERTIES ARE SITUATED.

Bidder Information Form

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

Bid Name & Number: IFB 21-027/YS, Lease of Properties Acquired as a Result of Buy-Out

Bidder's Name: _____

Phone Number (with area code): _____

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

Fax Number (with area code):_____

Email Address: _____

Mailing Address:

_____
Address

_____
City, State, Zip Code

Intended Use of Property: _____

_____

_____

_____

_____

Proximity to Personal Property: _____

_____

PROPOSER MUST COMPLETE & RETURN THIS FORM WITH OFFER.

4. Proposal Price Schedule

Proposal Item Number	Property ID Number	Address	Address	City, State	Zip code	Legal Description	Latitude	Longitude	Proposed Annual Lease Amount in Dollars
1	83	438	Hillebrandt Acres	Beaumont, TX	77705	Lot 15, Block 5, Hillebrandt Acres Abstract 029250	29.93404	-94.10818	
2	19	445	Bass Rd	Beaumont, TX	77705	Lot 27 Hillebrandt Heights Unrec .68 Abst 029300	29.92107	-94.09465	
3	16	469	Bass Rd	Beaumont, TX	77705	Hillebrandt 26 Heights Unrec .68 Abstract 029300	29.92058	-94.09444	
4	79	1068	Hillebrandt Acres	Beaumont, TX	77705	Hillebrandt Acres, Lot 3, Block 2, Abstract 029250	29.93232	-94.11608	
5	147	1291	Hillebrandt	Beaumont, TX	77705	Lot 38, Block 1, Hillebrandt Acres Abstract 26 Tract 119 M Grange Abstract 029250	29.93041	-94.11799	
6	148	3534	Ballard Rd	Beaumont, TX	77705	Tr 42 49 Wm Smith .22 Abstract 300049 Lot 42	29.87948	-94.16147	
7	95	10140	Baltimore	Beaumont, TX	77705	Hillebrandt Acres Lot 8 Block 4 Abstract 029250	29.93415	-94.11255	

8	72	10249	Barton Rd	Beaumont, TX	77705	Hillebrandt Acres Lot 4, Block 4 Abstract 029250	29.93352	-94.11487	
9	13	11037	Hickory Ln	Beaumont, TX	77705	9 2 Country Road Est Sect 2 Abstract 014853	29.92063	-94.0961	
10	12	11087	Hickory Ln	Beaumont, TX	77705	6& 2 7 2 All & Tr 1 S1/2 Of 8 2 Country Road Est Sec 2* Abstract 014853	29.91987	-94.09611	
11	48	11111	Oak Ln	Beaumont, TX	77705	6 7 3 Country Road Est Sect 3 Abstract 014861	29.91962	-94.0948	
12	33	11124	Oak Ln	Beaumont, TX	77705	16 2 Country Road Est Sect 2 Abstract 014853	29.91927	-94.09518	
13	62	11126	Hickory Ln	Beaumont, TX	77705	Lot 12, Block 4 Country Road Estates Section 1 Abstract 014852	29.91915	-94.09638	
14	57	11134	Kenner Rd	Beaumont, TX	77705	Hillebrandt 14 Heights Unrec 3 Abstract 029300	29.91965	-94.09236	
15	28	11158	Hickory Ln	Beaumont, TX	77705	Lt 20 Blk 1 Country Road Est Sec2 Abstract 014853	29.91888	-94.09638	

16	27	11174	Hickory Ln	Beaumont, TX	77705	19 1 Country Road Est Sect 2	29.91852	-94.09634	
17	35	11180	Country Lane Rd	Beaumont, TX	77705	18 3 Country Road Est Sect 3 * Abstract 014861	29.91845	-94.09405	
18	34	11189	Oak Ln	Beaumont, TX	77705	3 3 Country Road Est Sect 3 Abstract 014861	29.91853	-94.09476	
19	44	11189	Country Lane Rd	Beaumont, TX	77705	17 4 Country Road Est Sect 3 Abstract 014861	29.9184	-94.09353	
20	29	11200	Oak Ln	Beaumont, TX	77705	2 2 All 18 2 Tr 2 & All Of 19 2 Country Road Est Sect 2 Abstract 014853	29.91824	-94.09513	
21	59	11210	Country Lane Rd	Beaumont, TX	77705	Lot 19, Block 3, Country Road Est Sect 3 Abstract 014861	29.91829	-94.09393	
22	42	11223	Oak Ln	Beaumont, TX	77705	1 3 Country Road Est Sect 1 Abstract 014852	29.91788	-94.09476	
23	22	11224	Oak Ln	Beaumont, TX	77705	20 2 Country Road Est Sect 2 Abstract 014853	29.91789	-94.09526	

24	53	11232	Country Lane Rd	Beaumont, TX	77705	20 3 Country Road Est Sect 1 Abstract 014852	29.91761	-94.09409	
25	43	11265	Sweetgum Ln	Beaumont, TX	77705	1 2 Country Road Est Sect 2 Abstract 014853	29.91804	-94.09477	
26	37	11309	Country Lane Rd	Beaumont, TX	77705	7 5 Country Road Est Sect 1 Abstract 014852	29.91692	-94.09401	
27	55	11345	Country Lane Rd	Beaumont, TX	77705	6 5 Country Road Est Sect 1 Abstract 014852	29.91659	-94.09393	
28	38	11346	Country Lane Rd	Beaumont, TX	77705	8 1 Country Road Est Sect 1 Abstract 014852	29.91651	-94.09444	
29	110	11369	Country Lane Rd	Beaumont, TX	77705	Lot 5, Block 5 Country Road Estates Section 1 Abstract 014852	29.91669	-94.09578	
30	14	11394	Country Lane Rd	Beaumont, TX	77705	Lts 5 1 Tr 2 Lts 6 1 & S 1/2 Lt 7 1 Tr1 Country Road Est Sect 1 Abstract 014852	29.91628	-94.0961	
31	50	11506	Sweetgum Ln	Beaumont, TX	77705	8 5 Country Road Est Sect 1 Abstract 014852	29.91672	-94.09493	

32	138	11524	Davidson Rd	Beaumont, TX	77705	Lot 3, Block 14, Tract 10 0.666 Acres Orange Farms Abst 048855	29.91606	-94.08812	
33	149	12125	Burr Lane	Nederland, TX	77701	44 Tr 3 (Part) And (Part) Of 45 C O Ellstrom 1.000 Abstract 019250	29.9333	-94.1132	
34	66	769	Little Acres	Beaumont, TX	77705	Lot 1 Block 4 Abstract 047725 Oak Park	29.94861	-94.12836	
35	107	15091	Boondocks Road	Beaumont, TX	77705	Tract 37768 D Burrell 2.234 Abstract 300509	29.86791	-94.22282	
36	137	2180	Humble Camp Road	Beaumont, TX	77705	5.7 Acres out of Oak Park Acres, Abstract 047750, Jefferson County, Texas - (Oak Park Acres Pt Lts 9&10 Tract 2, B3 1.786 Ac, Oak Park Acres Lts 6-14, B2 Lts 9&10, Tract 1, B3 135.414 Ac)	29.9401	-94.111	
37	23	11248	Kenner Rd	Beaumont, TX	77705	Lot 18 Hillebrandt Heights Unrec. Sec 3 Abst 029300	29.91804	-94.09244	
38	39	11465	Sweetgum Ln	Beaumont, TX	77705	14 4 Country Road Est Sect 1 Abstract 014852	29.91719	-94.09341	

39	20	11501	Sweetgum Ln	Beaumont, TX	77705	13 4 Country Road Est Sect 1 Abstract 014852	29.91716	-94.09481	
40	64	11519	Sweetgum Ln	Beaumont, TX	77705	Lot 12, Block 4 Country Road Estates Section 1 Abstract 014852	29.91692	-94.0945	

5. Selection Process

Evaluation Criteria and Factors

Prior to the receipt of proposals, Jefferson County will establish an Evaluation Committee. The Jefferson County Purchasing Department and the Evaluation Committee will first examine proposals to eliminate those that are clearly non-responsive to the stated requirements. **Therefore, Proposers should exercise particular care in reviewing the proposal format requirements.**

Criteria	Percentage
Intended use of Property: The proposal shall describe the intended use.	25%
Proximity to Property: The proposal shall indicate the proximity of Lessee's home to the leased property.	35%
Lease Amount: The proposal shall state the amount of proposed lease payment.	40%

Procedure Selection required for this RFP

The evaluation committee shall then independently score all remaining proposals based upon the evaluation criteria detailed herein. Upon completion of the scoring, the committee may recommend short-listing the proposals that are rated the highest.

Jefferson County reserves the right to request clarifications or corrections to proposals, or to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

The Jefferson County Purchasing Agent reserves the right to waive minor irregularities in proposals, provided that such action is in the best interest of Jefferson County. Any such waiver shall not modify any remaining RFP requirements or excuse the Proposer from full compliance with the RFP specifications and other contract requirements if the Proposer is awarded the contract.

6. RFP Estimated-Schedule

Request for proposal issued	May 18, 2021
Proposal due date	June 16, 2021
Evaluation of proposals	June 16 - 23, 2021
Award Leases	June 29, 2021
Lease Signing and Payment, Execution of Lease	July 13, 2021

7. Rejection of Proposals

The Jefferson County Purchasing Agent reserves the right to accept or reject in whole or in part any or all proposal submitted. The Jefferson County Purchasing Agent shall reject the proposal of any Proposer that is determined to be non-responsive.

The unreasonable failure of a Proposer to supply information in connection with responsibility may be grounds for a determination of non-responsibility.

8. Acceptance of Proposals

The Jefferson County Purchasing Agent will accept all proposals that are submitted properly. However, the Jefferson County Purchasing Agent reserves the right to request clarifications or corrections to proposals.

9. Request for Clarification of Proposals

Requests by the Jefferson County Purchasing Agent for clarification of proposals shall be in writing. Said requests shall not alter the Proposer's pricing information contained in its cost proposal.

10. Validity of Proposals

All proposals shall be valid for a period of ninety (90) days from the active closing date of the RFP.

11. Proposal Submittal

Information to be Included in Proposal

The Proposal is due no later than 11:00 am CT, Wednesday, June 16, 2021 and shall include the following**:**

Bidder Information Form identifying the contract/project being proposed; the name and address of the Offeror; the date of the proposal; telephone number, cell phone number (if applicable), email address (if applicable) and facsimile number (if applicable) of Offeror, intended use of property, proximity to personal property (Page 10)

Copy of "Proposed Price Schedule" Form, with Proposed Lease Amount(s) clearly indicated in printed handwriting or typed font. (Pages 11-21)

Completed & Signed "Affidavit" Form (Page 25)

Completed & Signed "Exhibit A: Release of Liability" Form (Page 29)

Completed Proposal Submittal Checklist (Page 3)

Please be aware of the business hours and County Holidays when submitting a proposal. One (1) original and two (2) exact duplicate copies of the proposal should be mailed or delivered to:

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

FAILURE BY A PROPOSER TO INCLUDE ALL LISTED ITEMS MAY RESULT IN THE REJECTION OF THE PROPOSAL.

12. Affidavit

State of: TEXAS County of: JEFFERSON

Contingent Fees Statement: In accordance with Jefferson County's policy, it is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a Jefferson County contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After first being duly sworn according to law, the undersigned (Affiant) states that he/she is the _____ (Proposer) and that the Proposer has not retained anyone in violation of the foregoing.

Non-Discrimination Affidavit: After first being duly sworn according to law, the undersigned (Affiant) states that he/she is the _____ (Proposer) and that by its employment policy, standards, and practices the Proposer does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal, or laying off of any individual due to his/her race, creed, color, national origin, age, or sex, and that the Proposer is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

It is the policy of Jefferson County not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.

And Further Affiant sayeth not:

By: _____

Title: _____

Address: _____

_____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ day of _____, 2019.

_____
Notary Public

My commission expires:

PROPOSER MUST COMPLETE & RETURN THIS FORM WITH OFFER.

LEASE AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF JEFFERSON §

THIS AGREEMENT is made and entered into by and between **Jefferson County,** a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the "County," and _____, hereinafter referred to as "Lessee."

RIGHTS GRANTED

Subject to the terms and provisions set forth herein, the County authorizes Lessee, at Lessee's sole expense, to occupy and utilize the property at _____, Texas, being described as Lot ____, Block ____, _____ Section ____, a subdivision in the _____ Survey, Abstract No. ____, Jefferson County, Texas, hereinafter called the "Property." Lessee shall have the right to use the Property **SHALL NOT**:

Sample

1. Permanently alter the Property without securing the prior written approval of the County;
2. Conduct, participate in or allow activities upon the property which are in violation of any Federal or State laws, rules, regulations, deed restrictions or County orders;
3. Perform any landscaping or in any way alter the Property in any way that would interfere with the use of the Property for flood control or drainage purposes. The County may refuse to permit the planting or use of the Property which the County considers detrimental to the public welfare and the best interests of the County.
4. Construct, store or place permanent structures, fences, signs, fixtures, improvements, or other tangible items on the property;
5. Allow or cause any automobile, truck, motorcycle, motorized vehicle, all-terrain vehicle, bicycle, mobile home, camper, trailer, recreational vehicle, temporary housing or any form of manufactured housing or any other type of vehicle to be parked, placed or affixed to the Property;
6. Permit any camping or commercial use of the Property without first obtaining written consent from the County;
7. Place, store or allow to be placed or stored any type of building materials, toxic or poisonous materials, supplies or hazardous substances on the Property which may present any risk of health;
8. Cut timber; conduct mining, excavation or drilling operations, remove sand, gravel, or similar substances from the ground; commit waste of any kind; or in any manner change the contour or condition of the Property, except with the prior written consent of the County;

THE SUBJECT PROPERTY IS BELOW THE BASE FLOOD PLAIN ELEVATION AND WILL FLOOD FROM NATURAL CAUSES. THE PROPERTY IS NOT SUITABLE FOR HUMAN HABITATION AND SUCH USE IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE FORFEITURE OF THE LEASE RIGHT HEREIN GRANTED.

Lessee's use of the Property for the purposes herein stated is non-exclusive.

CONSIDERATION FOR USE

In consideration for such permission and authorization, Lessee will exercise due diligence in protecting the Property against damage or destruction by fire or causes other than flooding, and will properly maintain the Property and mow the grass on the with sufficient frequency to prevent said grass from attaining a height in excess of six (6) inches.

Sample

COUNTY'S RIGHTS PARAMOUNT

Notwithstanding any statement herein which might be interpreted otherwise, the County's rights in the Property remain paramount to those of Lessee, and the County may at any time enter upon the Property, flood or alter the Property to the extent the County deems necessary for executing powers or duties of the County. The County may refuse to permit planting or use of the property which the County considers detrimental to public welfare and the best interests of the County.

COMPLIANCE AND STANDARDS

Lessee shall comply with all state, federal, and local rules, regulations, ordinances, and statutes applicable to Lessee's use of the Property. Lessee will further comply with any existing deed restrictions and/or subdivision covenants.

TERM

The term of this Agreement is five (5) years, commencing on the date executed by the last party executing this Agreement. Either the County (through its governing body) or Lessee may terminate this Agreement at any time, with or without cause, upon giving ten (10) days prior written notice to the other party.

RESPONSIBILITY FOR EXPENSES AND PROPERTY TAXES

Lessee shall, at Lessee's sole cost and expense, pay all necessary expenses incident to Lessee's use of the Property. Lessee shall be responsible for paying any property taxes levied upon the premises and failure to pay same will be considered a breach of this agreement.

DISCLAIMER OF WARRANTY

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and "**AS IS**."

Nothing herein shall be construed as creating any liability on the party of the County, its officials, director, servants, agents, employees, representatives, licensees, invitees, or other contractors.

NOTICES

Any notice required or permitted to be given by the County to Lessee hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Maintainer as follows:_____.

Any notice required or permitted to be given by Lessee to County hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows: **County Judge, 4th Floor, Jefferson County Courthouse, 1149 Pearl St., Beaumont, TX 77701**

SUCCESSORS AND ASSIGNS

Lessee shall not sub-lease or assign this Agreement or any of Lessee's rights or obligations hereunder without the prior express written permission of the County. Any attempted assignment in violation of this provision will be void and of no force or effect.

Sample

MODIFICATIONS AND INTERPRETATION

This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

EXECUTED in triplicate originals on _____.

_____
JEFF R. BRANICK, COUNTY JUDGE

_____
LESSEE

Attest:

_____
Carolyn Guidry, County Clerk

EXHIBIT "A"

RELEASE OF LIABILITY

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTY LOCATED AT _____.

I FURTHER RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE JEFFERSON COUNTY, ITS DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS, FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION AS A RESULT OF ANY INJURY TO OR DEATH OF, MYSELF, MY FAMILY MEMBER(S), OR DAMAGE TO MY PROPERTY AS A RESULT OF ANY ACTS ARISING OUT OF MY PARTICIPATION AND ACTIVITY IN LEASING THIS PROPERTY OF JEFFERSON COUNTY WHICH IS LOCATED AT _____, UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND _____

_____.

IT IS THE EXPRESS INTENTION OF THE COUNTY AND LESSEE THAT THIS AGREEMENT IS TO INDEMNIFY AND PROTECT THE COUNTY AND IS TO EXTEND TO ANY CAUSE OF ACTION OR INCIDENT WHERE NEGLIGENCE OR ANY OTHER RIGHT OF RECOVERY IS ALLEGED TO BE A DIRECT OR CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LESSEE SHALL BE SOLELY RESPONSIBLE FOR LESSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY WITH OR WITHOUT THE CONSENT OR PERMISSION OF LESSEE. LESSEE HOLDS AND SHALL HOLD THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT AND LIABILITY FOR ANY PROPERTY DAMAGES, INJURY, AND/OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.

_____ _____

Signature Date

_____

Printed Name

_____ (_____)_____

Address City State Zip Telephone Number

PROPOSER MUST COMPLETE & RETURN THIS 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

May 18, 2021

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for **IFB 21-032/YS, Term Contract for Termite Treatment for Jefferson County.** Specifications for this project may be obtained from the Jefferson County website, https://www.co.jefferson.tx.us/Purchasing/ or by calling 409-835-8593.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

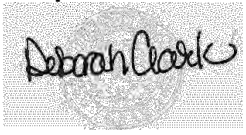
BID NAME:	**Term Contract for Termite Treatment for Jefferson County**
BID NO:	**IFB 21-032/YS**
DUE DATE/TIME:	**11:00 AM CT, Wednesday, June 16, 2021**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1149 Pearl Street, 1st Floor** **Beaumont, Texas 77701**

Any questions relating to these requirements should be directed to Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us

Jefferson County encourages Disadvantaged Business Enterprises to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. Individuals requiring special accommodations are requested to contact our office at 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

All interested firms are invited to submit a bid in accordance with the terms and conditions stated in this bid.

Respondents are strongly encouraged to carefully read the entire invitation.



Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – May 13, 2021 and May 20, 2021
The Examiner – May 14, 2021

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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.

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.

Bidder shall submit bid in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope of box shall also include the Bid Number, Bid Name, Bid Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

Bidder is responsible for submitting:

▪ One (1) Original Bid Copy and Two (2) Numbered 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 check for any addenda and/or additional instructions that 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/

DEADLINE FOR QUESTIONS:

The deadline for asking questions in writing or requesting additional information (in writing or in person) is 5:00 pm, Monday, May 31, 2021.

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.

In response to the Covid-19 pandemic, Jefferson County has implemented precautionary measures recommended by the CDC within its facilities. Visitors to the courthouse will be required to wear a mask within the courthouse.

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 – 2021:

January 18, 2021	Martin Luther King, Jr. Day	Monday
February 15, 2021	President's Day	Monday
April 2, 2021	Good Friday	Friday
May 31, 2021	Memorial Day	Monday
July 5, 2021	Independence Day	Monday
September 6, 2021	Labor Day	Monday
November 11, 2021	Veteran's Day	Thursday
November 25 & 26, 2021	Thanksgiving	Thursday & Friday
December 23 & 24, 2021	Christmas	Thursday & Friday
December 31, 2021	New Year's	Friday

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 at https://www.co.jefferson.tx.us/Purchasing/ as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Department.

14. Changes and Addenda to Bid Documents

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

15. Specifications

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid.

Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate.

All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

16. Delivery

Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder (in writing on the included Bid Form), prices bid will be considered as being based on F.O.B. destination/delivered freight included.

17. Interpretation of Bid and/or Contract Documents

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

18. Currency

Prices calculated by the bidder shall be stated in U.S. dollars.

19. Pricing

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

20. Notice to Proceed/Purchase Order

The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent.

21. Certification

By signing the offer section of the Offer and Acceptance page, bidder certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- The bidder hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the bidder to the contract.

22. Definitions

"County" – Jefferson County, Texas.

"Contractor" – The bidder whose proposal is accepted by Jefferson County.

23. Minority-Women Business Enterprise Participation

It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

General Conditions of Bidding and Terms of Contract

By execution of this document, the vendor accepts all general and special conditions of the contract as outlined below and, in the specifications, and plans.

1. Bidding

1.1 Bids. All bids must be submitted on the bid form furnished in this package.

1.2 Authorized Signatures. The bid must be executed personally by the vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the bid to become a valid bid.

1.3 Late Bids. Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

1.4 Withdrawal of Bids Prior to Bid Opening. A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

1.5 Withdrawal of Bids after Bid Opening. Bidder agrees that its offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

1.6 Bid Amounts. Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

1.7 Exceptions and/or Substitutions. All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

1.8 Alternates. The Invitation for Bid and/or specifications may expressly allow bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

1.9 Descriptions. Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

1.10 Bid Alterations. Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

1.11 Tax Exempt Status. Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

1.12 Quantities. Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will

be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

1.13 Bid Award. Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended.

Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

1.14 Silence of Specifications for Complete Units. All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

1.15 Addenda. Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

1.16 General Bid Bond/Surety Requirements. Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.17 General Insurance Requirements. Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.18 Responsiveness. A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include “price in effect at the time of delivery,” and c) bids made contingent upon award of other bids currently under consideration.

1.19 Responsible Standing of Bidder. To be considered for award, bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

1.20 Confidential/Proprietary Information

If any material in the bid submission is considered by Bidder to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Bidder), Bidder **must** clearly mark the applicable pages of Bidder’s bid submission to indicate each claim of confidentiality. Additionally, Bidder must include a statement on company letterhead identifying all Bid Submission section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire bid submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire bid submission subject to release under the Texas Public Information Act.

By submitting a bid, Bidder agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Bidder’s bid submission or other information submitted by Bidder.

1.21 Public Bid Opening. Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

2. Performance

2.1 Design, Strength, and Quality. Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

2.2 Age and Manufacture. All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

2.3 Delivery Location. All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

2.4 Delivery Schedule. Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

2.5 Delivery Charges. All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract are to be included in the bid price.

2.6 Installation Charges. All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

2.7 Operating Instructions and Training. Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.

2.8 Storage. Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

2.9 Compliance with Federal, State, County, and Local Laws. Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

2.10 OSHA. The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

2.11 Patents and Copyrights. The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

2.12 Samples, Demonstrations and Testing. At Jefferson County's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the bidder/vendor.

2.13 Acceptability. All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

2.14 Maintenance. Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

2.15 Material Safety Data Sheets. Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the bidder to furnish this documentation, will be cause to reject any bid applying thereto.

2.16 Evaluation. Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves to right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. Purchase Orders and Payment

3.1 Purchase Orders. A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

3.2 Invoices. All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

3.3 Prompt Payment. In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receive and acceptance by the County of the merchandise ordered and of a valid invoice. Successful bidder(s) is required to pay subcontractors within ten (10) days after the successful bidder receives payment from the County.

3.4 Funding. Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

4. Contract

4.1 Contract Definition. The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful bidder and Jefferson County.

4.2 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 to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

4.5 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.

4.12 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 PROVISIONS

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 FEMA 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 FEMA grant and co-operative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

If applicable, exact language below in subsection 3.d is required.

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 FEMA 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 non-discrimination 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 sub-contract 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. Standard. All prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be 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. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Non-profit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

c. Requirements. If applicable, the non-Federal entity must do the following:

> **i.** The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
>
> **ii.** Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which

he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

COMPLIANCE WITH THE 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. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-Federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

COMPLIANCE WITH THE 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 FEMA 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

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open
market, or contracts for transportation or transmission of intelligence.

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause: 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.
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> **(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.
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> **(3) Withholding for unpaid wages and liquidated damages.** Jefferson County 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.
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> **(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 FEMA 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 non-profit 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

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-Federal entity of amounts in excess of $150,000 under a federal grant.

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/Grant Administration Firm Acting on Behalf of 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 agrees that the County/Grant Administration Firm Acting on Behalf of 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.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

SUSPENSION AND DEBARMENT:

(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 and2 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 the County. 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 the 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

a. Standard. 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. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R.Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
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.

c. Required Certification.

If applicable, contractors must sign and submit to the non-Federal entity the **"Certification Regarding Lobbying" Form** included within these bid specifications.

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non-Federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with
maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste

management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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.

Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines website:
https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts.

Although FEMA does not currently require additional provisions, FEMA recommends the following:

1. ACCESS TO RECORDS

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

ACCESS TO RECORDS:

The following access to records requirements apply to this contract:

(1)The Contractor agrees to provide the local/state/federal entity providing funding for this project, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this 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 the FEMA Administrator or their 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, the 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.

2. 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.

3. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a 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.

"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."

4. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA 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, FEMA policies, procedures, and directives."

5. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the 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.

"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."

6. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details

the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

"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 and two (2) numbered 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 check for any addenda and/or additional instructions that have been posted. Failure to return all required forms could result in a response being declared as non-responsive.

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."

3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission) – CONTINUED

FORM 1295 Exemptions:

What type of contracts are exempt from the Form 1295 filing requirement under the amended law? The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

• a sponsored research contract of an institution of higher education

• an interagency contract of a state agency or an institution of higher education

• a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract

• a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity

• a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code

• a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

Upon entering into a contract or professional agreement, the Jefferson County Purchasing Department will submit a request to the Vendor to both:

1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.
Vendors must enter the required information on Form 1295, and print a copy of the completed form.
The form will include a certification of filing that will contain a unique certification number.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

4. Multiple Vendor Award

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

5. Delivery

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the contractor, at the discretion of, and at no additional charge to, Jefferson County.

6. Payment

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

Invoices shall be submitted to: Jefferson County Auditing Department, Attention: Accounts Payable, 1149 Pearl Street, 7th floor, Beaumont, TX 77701.

7. Usage Reports

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

8. Insurance

The contractor (including any and all subcontractors as defined in Section 9.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations	$1,000,000
Excess Liability	$1,000,000

Property Insurance (policy below that is applicable to this project):
Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation	Statutory Coverage (See Section 9 Below)

9. Workers' Compensation Insurance

9.1 Definitions:

9.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

9.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

9.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

9.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 8 above.

9.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

9.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

9.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.

9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Minimum Specifications

The following requirements and specifications **supersede** General Requirements where applicable. Contact Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us, regarding any questions or comments. Please reference bid number IFB 21-032/YS.

Scope

The intention of this Jefferson County Invitation for Bid (IFB) is to solicit bids for termite treatment for Jefferson County buildings. **Treatment is desired for Native Eastern Termites, Formosan Termites, Dampwood, and Drywood Termites.** 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.

The contractor shall furnish all labor, tools, materials and equipment necessary to accomplish the full treatment for termite eradication and control for all areas and buildings specified herein including, but not limited to, rooms, closets, lounges, toilets, kitchens, hallways, stairwells, basement, attics, and laboratories.

Description

The contractor shall furnish and deliver termite treatment services for various facilities through Jefferson County. All areas in each facility, regardless of occupying tenants, shall receive termite treatment services in compliance with the administrative provisions of the Texas Structural Pest Control Act (TSPCA).

1. Prices shall be quoted on a per service location basis for the initial treatment.
2. After initial treatment, annual inspections are required on treated buildings during the warranty period.
3. The general scope of work required shall include, but not be limited to, the initial inspection of accessible areas of each structure, and preparation and submission of a termite treatment plan for each structure containing active termite colonies and/or damages.
4. Subterranean termite treatment and control as required herein shall consist of chemically treating the soil and base of the structure in a manner that prevents any termites existing within the structure.
5. The proposed termite treatment plan submitted by the contractor shall reflect any conditions which, if not corrected by the County, will adversely impact treatment of any of the included structures. The plan will also reflect any existing damages to the structures.
6. Each treated building and/or related structure shall be guaranteed for a period of one (1) year after initial treatment with industry standard warranty. Warranty for up to an additional four (4) years may be offered by the contractor.
7. Selected contractor shall have an organization predominantly and regularly engaged in the performance of the majority of work presented in this IFB.
8. All work performed and material used shall meet the minimum requirements of all applicable Federal and State regulations and local ordinances.
9. Chemicals and/or poisons shall be handled and transported in strict accordance with product manufacturer, or as specified herein. Receptacles will not be placed in an area readily accessible to the public.
10. Chemicals and/or baits to be used shall be specifically designed for use in termite control work. The chemicals must be acceptable to the appropriate controlling Federal, State and Local agencies, or, if chemicals are proprietary preparations, they shall be registered under Federal Insecticide, Fungicide and Rodenticide Act for their proper use. **Material Safety Data Sheets for each chemical used on the property must be furnished to the contact person.** Only

Environmental Protection Agency (EPA) approved non-flammable, non-injurious products may be used for work under this contract.

11. The chemicals and/or poisons shall be applied at the dosage rate and by the methods prescribed by the appropriate controlling agencies, laws, regulations, codes and ordinances, or in accordance with the directions for use acceptable for registration of the products under the Federal Act. No pesticide shall be used in any manner inconsistent with its labeling. All pesticides used in the termite control program shall be properly labeled for the control of the target pests against which they are being used and label instructions shall be strictly adhered to. **A statement of the methods to be used shall accompany the bid.**

12. **Extreme caution** must be taken by the contractor to protect human life from toxicity, poison or harm from the traps, poisons, bait stations, and chemicals used in extermination and termite control services. The contractor shall take all precautionary measures to safeguard the health and well-being of the building occupants and to protect their foods, furnishings and surroundings from harmful or distasteful odors, stains, spoilage or damage of any description. The Contractor shall be responsible for the safe use and application of the pesticides used in the pest control program. Protective clothing, equipment, and devices shall, at a minimum, conform to Occupational Health and Safety Administration (OSHA) standards for the products being used.

13. Structural Modification - any modification of any structure covered by the Agreement shall be coordinated with Linda McMahen, 409-836-8701, Jefferson County Historical Commission. The Jefferson County Courthouse is a historical structure; therefore, termite treatment should not permanently alter the site. Bait boxes or similar containers should be attached with small nails on baseboards and moldings.

14. Callbacks shall be construed as service needed between regularly scheduled visits. All callbacks shall be provided at no charge to Jefferson County, as necessary to achieve and maintain satisfactory results.

15. Square footage, as noted on the Bid Form, is estimated only. Bidder is responsible for verification of all areas described. As necessary, contractor may view area to be treated by arranging with contact person. Service shall be performed according to the terms on the Bid Form (pages 33-34) and will be coordinated with the individual contact person for each facility. **Contractor must provide to the Jefferson County contact person a treatment schedule that will be followed on a regular basis.** The Jefferson County contact person must approve any changes to the treatment schedule. The contractor's service representative will report to each location's contact person prior to performing any work. **Contractor shall provide and post in each facility a notice of termite treatment as required by TSPCA.** The contact person(s) will notify the service representative of any infestation problems. If contractor is not able to complete a treatment as scheduled, a twenty-four (24) hour notice must be given to the Jefferson County contact person. Documentation of work performed must be signed by a Jefferson County employee or representative at the time service is performed.

16. Proof of Structural Pest Control Licensing, specifically for termite control will be required for contractor and any employee of contractor performing work.

Bidder Information Form

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

Bid Number & Name: IFB 21-032/YS, Term Contract for Termite Treatment for Jefferson County

Bidder's Company/Business Name: _____

Bidder's TAX ID Number: _____

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

Alternate Phone Number if available (with area code):_____

Fax Number (with area code):_____

Email Address: _____

Mailing Address (Please provide a physical address for bid bond return, if applicable):

_____
Address

_____
City, State, Zip Code

Bidder: Complete & Return this Form with Offer.

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): _____, _____, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

_____
Company Name

_____
Address

_____
City State Zip

_____
Signature of Person Authorized to Sign

_____
Printed Name

_____
Title

For clarification of this offer, contact:

_____
Name

_____
Phone Fax

_____
E-mail

<u>Bidder</u>: Complete & Return this Form with Offer.

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Termite Treatment for Jefferson County Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. IFB 21-032/YS, Term Contract for Termite Treatment for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

<u>Bidder</u>: Complete & Return this Form with Offer.

Bid Form

The quantities indicated on this Bid Form are estimates of the total areas to be treated during the year. The County does not guarantee any specific amount and shall not be held responsible for any deviation. This contract shall cover the County's requirements whether more or less service is required. The County reserves the right to change, add, or delete service locations. Changes shall be made based on the unit prices bid.

Item	Service Location	Square Footage	Unit Price (per square foot)	Total Price for Service Location
1	**Jefferson County Courthouse – Historic Portion** 1149 Pearl Street, Beaumont TX Contact Person: Greg Keller 409-835-8511	115,490	$_____	$_____
2	**Jefferson County Courthouse – New Portion** 1001 Pearl Street, Beaumont TX Contact Person: Greg Keller 409-835-8511	140,937	$_____	$_____
3	**Jefferson County Annex I – Beaumont** 215 Franklin Street, Beaumont TX Contact Person: Greg Keller 409-835-8511	31,784	$_____	$_____
4	**Jefferson County Annex IV – Beaumont** 820 Neches, Beaumont TX 77701 Contact Person: Greg Keller 409-835-8511	20,000	$_____	$_____
5	**Jefferson County Subcourthouse – Port Arthur** 525 Lakeshore Drive, Port Arthur TX Contact Person: Kenneth Shepherd 409-983-8307	15,394	$_____	$_____
6	**Jefferson County Annex III –** **(Health & Welfare/Community Supervision) – Port Arthur** 800 Fourth Street, Port Arthur TX Contact Person: Kenneth Shepherd 409-983-8307	14,300	$_____	$_____
7	**Precinct #3 Service Center (office only)** 5700 Jade Avenue, Port Arthur TX Contact Person: Kenneth Shepherd 409-983-8307	3,500	$_____	$_____
8	**Mid County Office Building** 7933 Viterbo Road, Beaumont TX Contact Person: Bobby Kelly 409-727-2173	6,120	$_____	$_____
9	**Jefferson County Hamshire Building** 24420 Highway 124, Hamshire TX Contact Person: Bobby Kelly 409-727-2173	2,858	$_____	$_____
10	**Minnie Rogers Juvenile Justice Center – Beaumont** 5326 Highway 69 South, Beaumont TX Contact Person: Chief Cockrell 409-722-7474	12,850	$_____	$_____

(BID FORM CONTINUED ON NEXT PAGE)

BIDDER MUST RETURN THIS PAGE WITH OFFER

Bid Form (Continued)

Item	Service Location	Square Footage	Unit Price (per square foot)	Total Price for Service Location
11	**Mid County Tax Office** 4605 Jerry Ware Drive, Beaumont TX Contact Person: Bobby Kelly 409-727-2173	2,476	$_____	$_____
12	**Precinct #2 Service Center** 7759 Viterbo Road, Beaumont TX Contact Person: Bobby Kelly 409-727-2173	14,400	$_____	$_____
13	**Jack Brooks Regional Airport - Terminal** 6000 Airline Drive, Beaumont TX Contact Person: Duke Youmans 409-722-0643	19,579	$_____	$_____
	TOTAL FOR ALL SERVICE LOCATIONS			$_____

Note to bidders: Please verify totals prior to bid submission.
Any bids found to have mathematical errors may be considered non-responsive.

Additional Warranty:

15	**Additional Warranty for ALL Jefferson County Service Locations (per year)**	$_____
	Terms:	

Proof of licensing provided: _____

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder: Complete & Return this Form with Offer.

Vendor References Form

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

Bidder: Complete & Return this Form with Offer.
Signature Page

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions?.....**Yes** ☐ **No** ☐

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

Bidder (Entity Name)	Signature
Street & Mailing Address	Print Name
City, State & Zip	Date Signed
Telephone Number	Fax Number
E-mail Address	

<u>Bidder</u>: Complete & Return this Form with Offer.

<u>CERTIFICATION REGARDING LOBBYING</u>

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor’s Authorized Official

_____

Name and Title of Contractor’s Authorized Official *(Please Print)*

_____

Date

Bidder: Complete & Return this Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

_____
Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

_____ _____
Signature of vendor doing business with the governmental entity Date

Adopted 8/7/2015

Bidder: Complete & Return this Form with Offer.

Local Government Officer
Conflicts Disclosure Statement – OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____

Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____ _____ _____

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

Note: This Form is for Office Use Only.

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☐ No

Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .

☐ Yes ☐ No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?

☐ Yes ☐ No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?

☐ Yes ☐ No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?

☐ Yes ☐ No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?

☐ Yes ☐ No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?

☐ Yes ☐ No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

If "No" was selected, please explain and include any pertinent documentation with your bid.
If necessary, please use a separate sheet to answer the above questions.

Printed Name of Authorized Representative	Signature
Title	Date

Bidder: Complete & Return this 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: Complete & Return this Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☐ No

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: $ _____ Total HUB Subcontract(s): $ _____

Construction HUB Goals: 12.8% MBE:: _____ % 12.6% WBE: _____ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: _____ Initials: _____

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Texas Bldg & Procurement Comm. ☐ Texas Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder: Complete & Return this Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet **(Duplicate as Needed)**

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____

All HUB Subcontractor Participation may be verified with the HUB Subcontractor(s) listed on Part I.

<u>Bidder</u>: Complete & Return this Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- ☐ All subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☐ Other: _____

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? ☐ Yes ☐ No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that bidder is the apparent low bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

<u>Bidder</u>: Complete & Return this Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required**. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

Contact person that will be in charge of invoicing for this project:

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

Bidder: Complete & Return this Form with Offer.

Residence Certification/Tax Form

Pursuant to Texas Government Code §2252.001 *et seq*., as amended, Jefferson County requests Resident Certification. §2252.001 *et seq*. of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that _____ [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

☐ I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ _____ (city and state).

Taxpayer Identification Number (T.I.N.):	
Company Name submitting bid/proposal:	
Mailing address:	
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Bidder: Complete & Return this Form with Offer.

House Bill 89 Verification

I, _____, the undersigned representative of (company or business name)_____
(heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

_____
Signature of Company Representative

_____
Date

On this _____ day of _____, 20____, personally appeared

_____, the above named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

_____
Notary Signature

_____
Date

<u>Bidder</u>: Complete & Return this 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: Complete & Return this Form with Offer.

Bid Affidavit

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF_____ COUNTY OF_____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____,

on this day personally appeared _____, who
(name)
after being by me duly sworn, did depose and say:

"I, _____ am a duly authorized officer of/agent
(name)
for _____ and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said_____.
(name of firm)

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder:_____

_____

Fax: _____ Telephone#_____

by: _____ Title:_____
(print name)

Signature:_____

SUBSCRIBED AND SWORN to before me by the above-named
_____ on

this the _____ day of_____, 20___.

_____
Notary Public in and for
the State of _____

Bidder Shall Return Completed Form with Offer.

ATTACHMENT A

(IFB 21-022/JW) Vehicles for the Jack Brooks Regional Airport

Silsbee Ford
1211 US Hwy 69 N
Silsbee, TX 77656
Contact: Robert C. Swan, Fleet Director
409-895-3800 main
409-895-3884 fax
kdurbin.silsbeefleet@gmail.com

Item No.	Item Description	Bid Price	Make/Model as specified	Make/Model equivalent	lead time	
1	Ford F150 XL (Regular Cab) as specified -OR- Approved Equivalent	$27,824.00	X		16 weeks*	*production permitting
2	Ford 150 XL (Super Crew) as specified -OR- Approved Equivalent		Make/Model			
	Built-In On-Board Generator / **Detached/ Installed Inverter** / **Wattage** / **Bid Price**		as specified	equivalent	lead time	
		X / ~~2,500~~ / 3,000** / $34,733.00	X		16 weeks*	** alt. wattage offerred
			Make/Model			
			as specified	equivalent	lead time	
3	Ford Ranger XL (Super/Extended Cab) as specified -OR- Approved Equivalent	$25,933.00	X		16 weeks*	
4	Ford F150 XL (Regular Cab) as specified -OR- Approved Equivalent	$27,927.00	X		16 weeks*	
5	Ford Transit Cargo Van Med Roof XL as specified -OR- Approved Equivalent		Make/Model			
	Built-In On-Board Generator / **Detached/ Installed Inverter** / **Wattage** / **Bid Price**		as specified	equivalent	lead time	
		X / 2,500 / $39,492.00	X		16 weeks*	*production permitting
		TOTAL FOR BID ITEMS 1-5:	**$155,909.00**			

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): ADDEN 1, _____, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

SILSBEE FORD
Company Name

1211 U.S. HWY 96 N
Address

SILSBEE TEXAS 77656
City State Zip

Robert C. Swan
Signature of Person Authorized to Sign

ROBERT C. SWAN
Printed Name

FLEET DIRECTOR
Title

For clarification of this offer, contact:

KEN DURBIN
Name

409-284-1009
Phone Fax

KDURBIN.SILSBEEFLEET@GMAIL.COM
E-mail

Bidder: Complete & Return this Form with Offer.

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: **Vehicle(s) 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. 21-022/JW, Vehicles 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

May 18, 2021
Date

Attest:

~~Carolyn L. Guidry~~ Theresa Goodness
County Clerk

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

<u>Bidder</u>: Complete & Return this Form with Offer.

Bid Form (REVISED)

EQUIVALENT/ALTERNATE ITEMS:

Bidder Submitting Bid for Equivalent/Alternate Items Must Include in Bid Submission:

- **COPY OF THE MANUFACTURER SPECIFICATIONS** (to include Full Warranty terms)
- **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.

EXACT MAKE/MODEL:

Bidder Submitting Bid for Exact Make/Model as specified, Must Include in Bid Submission:

- **COPY OF THE MANUFACTURER SPECIFICATIONS** (to include Full Warranty terms)

Bid Item No.	Qty.	Item Description	Bid Price
1	1	**Ford F150 XL (Regular Cab) as specified -OR- Approved Equivalent**	$ 27,824.00
Projected Delivery Lead Time from Date of Purchase: 16 **weeks** PRODUCTION PERMITTING			
Equivalent Item Description (Make & Model) for Bid Item No. 1: _____			

Bid Item No.	Qty.	Item Description	Bid Price
2	1	**Ford 150 XL (Super Crew) as specified -OR- Approved Equivalent**	
Check ✓ Applicable Option: ☑ **Built-In On-Board Generator** ☐ **Detached/Installed Inverter** **Wattage Option: 1,500 watts**			$ 34,327.00
Check ✓ Applicable Option: ☐ **Built-In On-Board Generator** ☑ **Detached/Installed Inverter** **Wattage Option: 2,000 watts**			$ 34,581.00
Check ✓ Applicable Option: ☐ **Built-In On-Board Generator** ☑ **Detached/Installed Inverter** **Wattage Option: 2,500 watts** 3000 WATT			$ 34,783.00
Projected Delivery Lead Time from Date of Purchase:			16 **weeks** PRODUCTION PERMITTING
Equivalent Item Description (Make & Model) for Bid Item No. 2: _____			

Bidder: Complete & Return this Page with Offer.

Bid Form (REVISED) Continued

EQUIVALENT/ALTERNATE ITEMS:

Bidder Submitting Bid for Equivalent/Alternate Items Must Include in Bid Submission:

- **COPY OF THE MANUFACTURER SPECIFICATIONS** (to include Full Warranty terms)
- **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.

EXACT MAKE/MODEL:

Bidder Submitting Bid for Exact Make/Model as specified, Must Include in Bid Submission:

- **COPY OF THE MANUFACTURER SPECIFICATIONS** (to include Full Warranty terms)

Bid Item No.	Qty.	Item Description	Bid Price
3	1	**Ford Ranger XL (Super Cab/Extended Cab) as specified -OR- Approved Equivalent**	$ 25933 . 00
Projected Delivery Lead Time from Date of Purchase: _____ weeks			
Equivalent Item Description (Make & Model) for Bid Item No. 3: _____			

Bid Item No.	Qty.	Item Description	Bid Price
4	1	**Ford F150 XL (Regular Cab) as specified -OR- Approved Equivalent**	$ 27927 . 00
Projected Delivery Lead Time from Date of Purchase: 16 weeks PRODUCTION PERMITTING			
Equivalent Item Description (Make & Model) for Bid Item No. 4: _____			

Bidder: Complete & Return this Page with Offer.

Bid Form (REVISED) Continued

EQUIVALENT/ALTERNATE ITEMS:

Bidder Submitting Bid for Equivalent/Alternate Items Must Include in Bid Submission:

- **COPY OF THE MANUFACTURER SPECIFICATIONS** (to include Full Warranty terms)
- **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.

EXACT MAKE/MODEL:

Bidder Submitting Bid for Exact Make/Model as specified, Must Include in Bid Submission:

- **COPY OF THE MANUFACTURER SPECIFICATIONS** (to include Full Warranty terms)

Bid Item No.	Qty.	Item Description	Bid Price
5	1	**Ford Transit Cargo Van Med Roof XL as specified -OR- Approved Equivalent**	
Check ✓ Applicable Option: ☐ **Built-In On-Board Generator** ☑ **Detached/Installed Inverter** **Wattage Option: 1,500 watts**			$ 37,762.00
Check ✓ Applicable Option: ☐ **Built-In On-Board Generator** ☐ **Detached/Installed Inverter** **Wattage Option: 2,000 watts**			$ 38992.00
Check ✓ Applicable Option: ☐ **Built-In On-Board Generator** ☐ **Detached/Installed Inverter** **Wattage Option: 2,500 watts**			$ 39,492.00
Projected Delivery Lead Time from Date of Purchase:			16 weeks PRODUCTION PERMITTING
Equivalent Item Description (Make & Model) for Bid Item No. 5: _____			

Acknowledgment of Addenda (if any):

Addendum 1 ✓ Date Received 5-1-21

Addendum 2 _____ Date Received _____

Addendum 3 _____ Date Received _____

Bidder: Complete & Return this Page with Offer.

JEFFERSON COUNTY PURCHASING DEPARTMENT

ORIGINAL *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

March 30, 2021

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid (IFB 21-022/JW) Vehicles 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. Funding for this equipment provided by CARES Act Grant.

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 three (3) 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:	**Vehicles for the Jack Brooks Regional Airport**
BID NO:	**IFB 21-022/JW**
DUE DATE/TIME:	**11:00 AM CT, Wednesday, May 5, 2021**
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 – March 31, 2021 & April 7, 2021

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Bid Submissions:

Bidder is responsible for submitting: One (1) original and three (3) 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. http://www.co.jefferson.tx.us/purchasing/main.htm

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.

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.

Bidder shall submit bid in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope of box shall also include the Bid Number, Bid Name, Bid Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

Bidder is responsible for submitting:

- **One (1) Original Bid Copy and (3) Numbered 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 check for any addenda and/or additional instructions that 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/

DEADLINE FOR QUESTIONS:

The deadline for asking questions in writing or requesting additional information (in writing or in person) is 5:00 pm CT, Tuesday, April 27, 2021.

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.

In response to the Covid-19 pandemic, Jefferson County has implemented precautionary measures recommended by the CDC within its facilities. Visitors to the courthouse will be required to wear a mask within the courthouse.

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 – 2021:

January 18, 2021	Martin Luther King, Jr. Day	Monday
February 15, 2021	President's Day	Monday
April 2, 2021	Good Friday	Friday
May 31, 2021	Memorial Day	Monday
July 5, 2021	Independence Day	Monday
September 6, 2021	Labor Day	Monday
November 11, 2021	Veteran's Day	Thursday
November 25 & 26, 2021	Thanksgiving	Thursday & Friday
December 23 & 24, 2021	Christmas	Thursday & Friday
December 31, 2021	New Year's	Friday

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 website https://www.co.jefferson.tx.us/Purchasing/ as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Department.

14. Changes and Addenda to Bid Documents

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

15. Specifications

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid.

Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate.

All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

16. Delivery

Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder (in writing on the included Bid Form), prices bid will be considered as being based on F.O.B. destination/delivered freight included.

17. Interpretation of Bid and/or Contract Documents

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

18. Currency

Prices calculated by the bidder shall be stated in U.S. dollars.

19. Pricing

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

20. Notice to Proceed/Purchase Order

The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent.

21. Certification

By signing the offer section of the Offer and Acceptance page, bidder certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- The bidder hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the bidder to the contract.

22. Definitions

"County" – Jefferson County, Texas.

"Contractor" – The bidder whose proposal is accepted by Jefferson County.

23. Minority-Women Business Enterprise Participation

It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

General Conditions of Bidding and Terms of Contract

By execution of this document, the vendor accepts all general and special conditions of the contract as outlined below and, in the specifications, and plans.

1. Bidding

1.1 Bids. All bids must be submitted on the bid form furnished in this package.

1.2 Authorized Signatures. The bid must be executed personally by the vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the bid to become a valid bid.

1.3 Late Bids. Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

1.4 Withdrawal of Bids Prior to Bid Opening. A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

1.5 Withdrawal of Bids after Bid Opening. Bidder agrees that its offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

1.6 Bid Amounts. Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

1.7 Exceptions and/or Substitutions. All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

1.8 Alternates. The Invitation for Bid and/or specifications may expressly allow bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

1.9 Descriptions. Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

1.10 Bid Alterations. Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

1.11 Tax Exempt Status. Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

1.12 Quantities. Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will

be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

1.13 Bid Award. Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended.

Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

1.14 Silence of Specifications for Complete Units. All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

1.15 Addenda. Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

1.16 General Bid Bond/Surety Requirements. Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.17 General Insurance Requirements. Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.18 Responsiveness. A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

1.19 Responsible Standing of Bidder. To be considered for award, bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

1.20 Confidential/Proprietary Information

If any material in the bid submission is considered by Bidder to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Bidder), Bidder **must** clearly mark the applicable pages of Bidder's bid submission to indicate each claim of confidentiality. Additionally, Bidder must include a statement on company letterhead identifying all Bid Submission section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire bid submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire bid submission subject to release under the Texas Public Information Act.

By submitting a bid, Bidder agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Bidder's bid submission or other information submitted by Bidder.

1.21 Public Bid Opening. Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

2. Performance

2.1 Design, Strength, and Quality. Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

2.2 Age and Manufacture. All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

2.3 Delivery Location. All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

2.4 Delivery Schedule. Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

2.5 Delivery Charges. All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract are to be included in the bid price.

2.6 Installation Charges. All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

2.7 Operating Instructions and Training. Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.

2.8 Storage. Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

2.9 Compliance with Federal, State, County, and Local Laws. Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

2.10 OSHA. The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

2.11 Patents and Copyrights. The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

2.12 Samples, Demonstrations and Testing. At Jefferson County's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the bidder/vendor.

2.13 Acceptability. All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

2.14 Maintenance. Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

2.15 Material Safety Data Sheets. Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the bidder to furnish this documentation, will be cause to reject any bid applying thereto.

2.16 Evaluation. Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves to right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. Purchase Orders and Payment

3.1 Purchase Orders. A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

3.2 Invoices. All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

3.3 Prompt Payment. In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receive and acceptance by the County of the merchandise ordered and of a valid invoice. Successful bidder(s) is required to pay subcontractors within ten (10) days after the successful bidder receives payment from the County.

3.4 Funding. Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

4. Contract

4.1 Contract Definition. The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful bidder and Jefferson County.

4.2 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 to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

4.5 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.

4.12 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 PROVISIONS

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 FEMA 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 FEMA grant and co-operative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

If applicable, exact language below in subsection 3.d is required.

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 FEMA 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 non-discrimination 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 sub-contract 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. Standard. All prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be 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. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Non-profit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

c. Requirements. If applicable, the non-Federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which

he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

COMPLIANCE WITH THE 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. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-Federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

COMPLIANCE WITH THE 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 FEMA 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

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open
market, or contracts for transportation or transmission of intelligence.

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause: 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 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 FEMA 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 non-profit 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

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-Federal entity of amounts in excess of $150,000 under a federal grant.

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/Grant Administration Firm Acting on Behalf of 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 agrees that the County/Grant Administration Firm Acting on Behalf of 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.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

SUSPENSION AND DEBARMENT:

(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 and2 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 the County. 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 the 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

a. Standard. 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. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R.Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
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.

c. Required Certification.

If applicable, contractors must sign and submit to the non-Federal entity the **"Certification Regarding Lobbying" Form** included within these bid specifications.

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non-Federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with
maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste

management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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.

Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines website:
https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts.

Although FEMA does not currently require additional provisions, FEMA recommends the following:

1. ACCESS TO RECORDS

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

ACCESS TO RECORDS:

The following access to records requirements apply to this contract:

(1)The Contractor agrees to provide the local/state/federal entity providing funding for this project, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this 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 the FEMA Administrator or their 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, the 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.

2. 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.

3. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a 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.

"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."

4. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA 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, FEMA policies, procedures, and directives."

5. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the 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.

"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."

6. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details

the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

"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 and (3) Numbered 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 check for any addenda and/or additional instructions that have been posted. Failure to return all required forms could result in a response being declared as non-responsive.

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. ✓ = ACTIVE

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."

Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission) – (CONTINUED)

FORM 1295 Exemptions:

What type of contracts are exempt from the Form 1295 filing requirement under the amended law? The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

Upon entering into a contract or professional agreement, the Jefferson County Purchasing Department will submit a request to the Vendor to both:

1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.
Vendors must enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

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; phone:409-835-8593), regarding any questions or comments. Please reference bid number IFB 21-022/JW.

Scope

Jefferson County is soliciting bids for Vehicles 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 bidding equivalent items shall submit, an itemized comparison documenting equivalence for dimensions, quality, performance, and features of the products offered.

Instructions to Bidders: 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.

EQUIVALENT/ALTERNATE ITEMS:

Bidder Submitting Bid for Equivalent/Alternate Items Must Include in Bid Submission:

- **COPY OF THE MANUFACTURER SPECIFICATIONS** (to include Full Warranty terms)
- **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.

EXACT MAKE/MODEL:

Bidder Submitting Bid for Exact Make/Model as specified, Must Include in Bid Submission:

- **COPY OF THE MANUFACTURER SPECIFICATIONS** (to include Full Warranty terms)

Bidders, please be sure to review these bid specifications carefully, as the item that you are offering must MEET or EXCEED these specifications.

Bid Item No. 1: Specifications

Bid Item No. 1	
Ford F150 XL or Approved Equivalent	
Manufacturer	Ford
Make	F150
Package	XL
Door	Regular Cab
Bed	**8'**
Ext Color	**White**
Interior Color	Black/Gray
Interior Material	**Vinyl**
Engine	V8 or Equivalent V6
Fuel	**Gasoline**
Fuel Tank Size	23
Transmission	Elec 10 speed Auto
Oil Cooler	
Drivetrain	**4 x 2**
Axle Ratio	3.73
Wheel Size	17" Steel
Tire Size	245/70 R17 All Season
Spare	Yes
Mirrors	Manual
FEATURES:	
Payload Package	N/A
Trailer Receiver Hitch & Tow Package Included (Transmission Cooler):	
Class IV Hitch	**Yes**
Trailer Tow Package	**Yes**
Misc. 1	Int Work Surface
Dual Alternator	
Cargo lamp	Yes
Air Conditioning	Single Zone
Door Locks	Manual
Wheel	Tilt / Telescoping
Flooring	**Vinyl**
SAFETY:	
Rear Camera	**Yes**
Fog Lamps	**Yes**
Air Bags	**Yes**
Brakes	**4 Wheel Anti-Lock**
Tire Press Monitor	Yes
AUXILIARY:	
Airfield Radio	**Yes (Installed)**
External Speaker	**Yes (Installed & Compatible w/ Airfield Radio)**
Ladder Rack	Yes

Note: Features Highlighted in Yellow/In BOLD Print May Not Be Substituted for an Equivalent.

Bid Item No. 2: Specifications

Bid Item No. 2	
Ford F150 XL or Approved Equivalent	
Manufacturer	Ford
Make	F150
Package	XL
Door	Super Crew - Full Size Doors
Bed	6.5'
Ext Color	**White**
Interior Color	Black/Gray
Interior Material	**Vinyl**
Engine	V8 or Equivalent V6
Fuel	**Gasoline**
Fuel Tank Size	26
Transmission	Elec 10 speed Auto
Oil Cooler	
Drivetrain	**4 x 2**
Axle Ratio	3.73
Wheel Size	17" Steel
Tire Size	245/70 R17 All Season
Spare	Yes
Mirrors	Manual
FEATURES:	
Payload Package	Yes
Trailer Receiver Hitch & Tow Package Included (Transmission Cooler):	
Class IV Hitch	**Yes**
Trailer Tow Package	**Yes**
Misc. 1	Int Work Surface
Misc. 2	**On-Board Generator: Highest Kilowatt Output Available -OR- Detached/Installed Generator (Inverter)**
Dual Alternator	
Cargo lamp	Yes
Air Conditioning	Single Zone
Door Locks	Manual
Wheel	Tilt / Telescoping
Flooring	**Vinyl**
SAFETY:	
Rear Camera	**Yes**
Fog Lamps	**Yes**
Air Bags	**Yes**
Brakes	**4 Wheel Anti-Lock**
Tire Press Monitor	Yes
AUXILIARY:	
Airfield Radio	**Yes (Installed)**
External Speaker	**Yes (Installed & Compatible w/ Airfield Radio)**
Ladder Rack	N/A

Note: Features Highlighted in Yellow/In BOLD Print May Not Be Substituted for an Equivalent.

Bid Item No. 3: Specifications

Bid Item No. 3	
Ford Ranger XL or Approved Equivalent	
Manufacturer	Ford
Make	Ranger
Package	XL
Door	Super Cab / Extended Cab
Bed	6'
Ext Color	**White**
Interior Color	Black/Gray
Interior Material	**Vinyl**
Engine	4 Cylinder or V6
Fuel	**Gasoline**
Fuel Tank Size	18
Transmission	Elec 10 speed Auto
Oil Cooler	
Drivetrain	**4 x 2**
Axle Ratio	3.73
Wheel Size	16" Steel
Tire Size	255/70 R16 All Season
Spare	Yes
Mirrors	Manual
FEATURES:	
Payload Package	N/A
Trailer Receiver Hitch & Tow Package Included (Transmission Cooler):	
Class IV Hitch	**Yes**
Trailer Tow Package	**Yes**
Dual Alternator	
Cargo lamp	Yes
Air Conditioning	Single Zone
Door Locks	Power
Wheel	Tilt / Telescoping
Flooring	**Vinyl**
SAFETY:	
Rear Camera	**Yes**
Fog Lamps	**Yes**
Air Bags	**Yes**
Brakes	**4 Wheel Anti-Lock**
Tire Press Monitor	Yes
Airfield Radio	**Yes (Installed)**
External Speaker	**Yes (Installed & Compatible w/ Airfield Radio)**
Ladder Rack	N/A

Note: Features Highlighted in Yellow/in BOLD Print May Not Be Substituted for an Equivalent.

Bid Item No. 4: Specifications

Bid Item No. 4	
Ford F150 XL or Approved Equivalent	
Manufacturer	Ford
Make	F150
Package	XL
Door	Regular Cab
Bed	**8'**
Ext Color	**White**
Interior Color	Black/Gray
Interior Material	**Vinyl**
Engine	V8 or Equivalent V6
Fuel	**Gasoline**
Fuel Tank Size	23
Transmission	Elec 10 speed Auto
Oil Cooler	
Drivetrain	**4 x 2**
Axle Ratio	3.73
Wheel Size	17" Steel
Tire Size	245/70 R17 All Season
Spare	Yes
Mirrors	Manual
FEATURES:	
Payload Package	N/A
Trailer Receiver Hitch & Tow Package Included (Transmission Cooler):	
Class IV Hitch	**Yes**
Trailer Tow Package	**Yes**
Misc. 1	Int Work Surface
Dual Alternator	
Cargo lamp	Yes
Air Conditioning	Single Zone
Door Locks	Manual
Wheel	Tilt / Telescoping
Flooring	**Vinyl**
SAFETY:	
Rear Camera	**Yes**
Fog Lamps	**Yes**
Air Bags	**Yes**
Brakes	**4 Wheel Anti-Lock**
Tire Press Monitor	Yes
AUXILIARY:	
Airfield Radio	**Yes (Installed)**
External Speaker	**Yes (Installed & Compatible w/ Airfield Radio)**
Ladder Rack	**Yes**

Note: Features Highlighted in Yellow/in BOLD Print May Not Be Substituted for an Equivalent.

Bid Item No. 5: Specifications

Bid Item No. 5	
Ford Transit Cargo Van Med Roof XL or Approved Equivalent	
Manufacturer	Ford
Make	Transit Cargo Van Med Roof
Interior Height	**Interior Height Should Allow "Stand Up" Space for up to 6' tall passengers**
Package	XL
Door	2 Front / 1 Rear / 1 Slide
Bed	N/A
Ext Color	**White**
Interior Color	Black/Gray
Interior Material	**Vinyl**
Engine	V8 or Equivalent V6 or V10
Fuel	**Gasoline**
Fuel Tank Size	25
Transmission	Elec 10 Speed Auto
Oil Cooler	Yes
Drivetrain	**4 x 2**
Axle Ratio	3.73
Wheel Size	16" Steel
Tire Size	235/65 R16 All-Season
Spare	Yes
Mirrors	Manual
FEATURES:	
Payload Package:	
Trailer Receiver Hitch & Tow Package Included (Transmission Cooler):	
Class IV Hitch	**Yes**
Trailer Tow Package	**Yes, HD Trailer Tow Pkg**
Misc. 1	**Load Area Protection Pkg**
Misc. 2	**Hi Capacity Upfitter Switches, Large Center Console, Aux Fuse Panel, Dual AGM Batteries, Mod Vehicle Wiring System**
Misc. 3	**Pre-wired electrical harnesses tied to pre-installed switches.**
Misc. 4	**Full-Height Polyprop Cargo, Vinyl Front/Rear**
Misc. 5	**On-Board Generator: Highest Kilowatt Output Available -OR- Detached/Installed Generator (Inverter)**
Dual Alternator	Yes
Cargo lamp	Yes
Air Conditioning	Single Zone
Door Locks	Power
Wheel	Tilt / Telescoping
Flooring	**Vinyl**
Cargo Area	**At Lease One Side of the Cargo Area should have pre-fab installed wall instead of shell metal frame.**
SAFETY:	
Rear Camera	**Yes**
Fog Lamps	**Yes**
Air Bags	**Yes**
Brakes	**4 Wheel Anti-Lock**
Tire Press Monitor	Yes
AUXILIARY:	
Airfield Radio	**Yes (Installed)**
External Speaker	**Yes (Installed & Compatible w/ Airfield Radio)**

Note: Features Highlighted in Yellow/In BOLD Print May Not Be Substituted for an Equivalent.

Bidder Information Form

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

Bid Number & Name: (IFB 21-022/JW) Vehicles for the Jack Brooks Regional Airport

Bidder's Company/Business Name: SILSBEE FORD

Bidder's TAX ID Number: 76-0533144

Contact Person: ROBERT C. SWAN **Title:** FLEET DIRECTOR

Phone Number (with area code): 409-895-3800

Alternate Phone Number if available (with area code):

Fax Number (with area code): 409-895-3884

Email Address: KDUNBIN.SILSBEEFLEET@GMAIL.COM

Mailing Address (Please provide a physical address for bid bond return, if applicable):

1211 U.S. HWY 69 N
Address

SILSBEE, TX 77656
City, State, Zip Code

Bidder: Complete & Return this Form with Offer.

RWD

Vendor References Form

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: TEXAS PARKS & WILDLIFE

Address: 4200 SMITH SCHOOL ROAD

Contact Person and Title: JOHN WYATT, FLEET SUPT.

Phone: 512-413-9326 Fax: 916-803-5226

Email Address: JOHN.WYATT@TPWD.TEXAS.GOV Contract Period: CURRENT

Scope of Work: COMPLETE RIG UP OF 300 UNITS.

REFERENCE TWO

Government/Company Name: SABINE RIVER AUTHORITY OF TEXAS

Address: 1932 LP-WAY ORANGE, TX 77632

Contact Person and Title: KEITH HOGAN - FLEET MGR.

Phone: 409-673-2434 Fax:

Email Address: KHOGAN@SRATX.ORG. Contract Period: CURRENT

Scope of Work: PROVIDE VARIOUS WORK TRUCKS TO SRA DEPTS

REFERENCE THREE

Government/Company Name: C/O AUSTIN

Address: 6400 BOLM RD. AUSTIN, TX 78702

Contact Person and Title: EDDIE GOEBEL, FLEET MGR.

Phone: 512-978-2639 Fax:

Email Address: EDDIE.GOEBEL@AUSTINTX.ORG Contract Period: CURRENT 100+

Scope of Work: COMPLETE SHOP RIG UP OF P/U'S, POLICE & AUSTIN ENTERGY.

Bidder: Complete & Return this 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.

SILSBEE FORD Bidder (Entity Name)	Robert C. Swan Signature
1211 US HWY 69N Street & Mailing Address	ROBERT C. SWAN Print Name
SILSBEE, TX 77656 City, State & Zip	5-1-21 Date Signed
409-895-3800 Telephone Number	409-895-3884 Fax Number

KDURBIN.SILSBEEFLEET@GMAIL.COM
E-mail Address

Bidder: Complete & Return this Form with Offer.

RCD

INSERT COPY OF MANUFACTURER SPECIFICATIONS HERE

PLEASE MARK EACH PAGE WITH THE BID ITEM NUMBER FOR WHICH EACH SET OF MANUFACTURER SPECIFICATIONS CORRESPONDS

CNGP530 VEHICLE ORDER CONFIRMATION 04/30/21 10:50:07
==> _____ Dealer: F52089
2021 F-150 Page: 1 of 1
Order No: 7777 Priority: J1 Ord FIN: QS093 Order Type: 5B Price Level: 135
Ord PEP: 100A Cust/Flt Name: TX PO Number:

		RETAIL			RETAIL
F1C	F150 4X2 R/C	$29240	425	50 STATE EMISS	NC
	141" WHEELBASE		50M	INT WORK SURFCE	165
YZ	OXFORD WHITE		53A	TRAILER TOW PKG	975
A	VINYL 40/20/40	NC		.TRL BRAKE CONTR	
S	MED DARK SLATE		595	FOG LAMPS	140
100A	EQUIP GRP			FLEX FUEL	
	.XL SERIES			SP DLR ACCT ADJ	
	.17"SILVER STEEL			SP FLT ACCT CR	
995	5.0L V8 FFV ENG	1995		FUEL CHARGE	
44G	ELEC 10-SPDAUTO		B4A	NET INV FLT OPT	NC
	.245/70R-17 A/S			PRICED DORA	NC
X15	3.15 REG AXLE	NC		DEST AND DELIV	1695
	6750# GVWR		TOTAL	BASE AND OPTIONS	34210
	FLEET SPCL ADJ	NC	TOTAL		34210
	FRT LICENSE BKT	NC	*THIS	IS NOT AN INVOICE*	

F1=Help F2=Return to Order F3/F12=Veh Ord Menu
F4=Submit F5=Add to Library
S099 - PRESS F4 TO SUBMIT QC02549

Prepared by: Jarrod Runnels
05/04/2021 ITEM 1 Silsbee Ford, Inc. | 1211 US Hwy 96 North Silsbee Texas | 776567190

2019 F-150 4x2 Regular Cab Styleside 8' box 141" WB XL (F1C)

Price Level: 950

Warranty

Standard Warranty

Basic			
Distance	36,000 miles	Months	36 months
Powertrain			
Distance	60,000 miles	Months	60 months
Corrosion Perforation			
Distance	Unlimited miles	Months	60 months
Roadside Assistance			
Distance	60,000 miles	Months	60 months

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Bid Item No. 1: Specifications (Revised)

Bid Item No. 1: Ford F150 XL (Regular Cab) or Approved Equivalent		
Manufacturer	✓	Ford
Make	✓	F150
Package	✓	XL
Door	✓	Regular Cab
Bed	✓	8'
Ext Color	✓	White
Interior Color	✓	Black/Gray
Interior Material	✓	Vinyl
Engine	✓	V8 or Equivalent V6 5.0L V8
Fuel	✓	Gasoline
Fuel Tank Size	✓	23
Transmission	✓	Elec 10 speed Auto
Oil Cooler		
Drivetrain	✓	4 x 2
Axle Ratio	✓	3.73
Wheel Size	✓	17" Steel
Tire Size	✓	245/70 R17 All Season
Spare	✓	Yes
Mirrors	✓	Manual
FEATURES:		
Payload Package		N/A 6750# GVWR
Trailer Receiver Hitch & Tow Package Included (Transmission Cooler):		
Class IV Hitch	✓	Yes
Trailer Tow Package	✓	Yes
Misc. 1	✓	Int Work Surface
Dual Alternator		
Cargo lamp	✓	Yes
Air Conditioning	✓	Single Zone
Door Locks	✓	Manual
Wheel	✓	Tilt / Telescoping
Flooring	✓	Vinyl
SAFETY:		
Rear Camera	✓	Yes
Fog Lamps	✓	Yes
Air Bags	✓	Yes
Brakes	✓	4 Wheel Anti-Lock
Tire Press Monitor	✓	Yes
AUXILIARY:		
Radio, External Speaker, Antenna, & Antenna Mount (To Be Included in Bid, Installed, & Compatible with Airfield Radio):		
• ICOM A120 Radio with SP-30 speakers • B-ANT antenna • K220C Antenna Mount DLR. INSTALLED -OR- EQUIVALENT EQUIPMENT		
Ladder Rack	✓	Yes

✓ = YES

Note: Features Highlighted in Yellow May Not Be Substituted for an Equivalent.

RWB

VIRTC1DP

CNGP530 VEHICLE ORDER CONFIRMATION 04/26/21 12:29:25
==> UNIT #2 Dealer: F52089
2021 F-150 Page: 1 of 1
Order No: 7777 Priority: K1 Ord FIN: QS093 Order Type: 5B Price Level: 130
Ord PEP: 100A Cust/Flt Name: TX PO Number:

		RETAIL
W1C	F150 4X2 CREW	$37955
	157" WHEELBASE	
YZ	OXFORD WHITE	
A	VINYL 40/20/40	NC
S	MED DARK SLATE	
100A	EQUIP GRP	
	.XL SERIES	
995	5.0L V8 FFV ENG	800
44G	ELEC 10-SPDAUTO	
	7850# GVWR	
	FRT LICENSE BKT	NC
425	50 STATE EMISS	NC
472	POWER 2KW	995
50M	INT WORK SURFCE	165
53C	MAX TRAILER TOW	1880

		RETAIL
	.TRL BRAKE CONTR	
595	FOG LAMPS	140
627	HD PAYLOAD PKG	1695
	.LT265/70R18C	
	.3.73 ELEC LOCK	
	.18" SILVER ALUM	
	.EXT RANGE TANK	
	FLEX FUEL	
	SP FLT ACCT CR	
	FUEL CHARGE	
	DEST AND DELIV	1695
TOTAL	BASE AND OPTIONS	45325
XL STD	DISCT PEG & TT	(500)
TOTAL		44825

THIS IS NOT AN INVOICE

F1=Help F2=Return to Order F3/F12=Veh Ord Menu
F4=Submit F5=Add to Library
S099 - PRESS F4 TO SUBMIT QC02549

V1DP0692 2,6

Prepared by: Jarrod Runnels
05/04/2021 ITEM 2 Silsbee Ford, Inc. | 1211 US Hwy 96 North Silsbee Texas | 776567190

2019 F-150 4x2 SuperCrew Cab Styleside 5.5' box 145" WB XL (W1C)

Price Level: 950

Warranty

Standard Warranty

Basic

Distance	36,000 miles	Months	36 months

Powertrain

Distance	60,000 miles	Months	60 months

Corrosion Perforation

Distance	Unlimited miles	Months	60 months

Roadside Assistance

Distance	60,000 miles	Months	60 months

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Bid Item No. 2: Specifications (Revised)

Bid Item No. 2: Ford F150 XL (Super Crew) or Approved Equivalent		
Manufacturer	✓	Ford
Make	✓	F150
Package	✓	XL
Door	✓	Super Crew - Full Size Doors
Bed	✓	6.5'
Ext Color	✓	White
Interior Color	✓	Black/Gray
Interior Material	✓	Vinyl
Engine	✓	V8 or Equivalent V6 5.0L V8
Fuel	✓	Gasoline
Fuel Tank Size	✓	26
Transmission	✓	Elec 10 speed Auto
Oil Cooler		
Drivetrain	✓	4 x 2
Axle Ratio	✓	3.73
Wheel Size	✓	17" Steel
Tire Size	✓	245/70 R17 All Season
Spare	✓	Yes
Mirrors	✓	Manual
FEATURES:		
Payload Package	✓	Yes HDuty PAYLOAD PKG.
Trailer Receiver Hitch & Tow Package Included (Transmission Cooler):		
Class IV Hitch	✓	Yes MAX TRAILER TOW
Trailer Tow Package	✓	Yes
Misc. 1	✓	Int Work Surface
Misc. 2 FACTORY BUILT-IN	✓	Built-In On-Board Generator -OR- Detached/Installed Inverter Wattage Options: 1,500 watts, 2,000 watts, 2,500 watts
Dual Alternator		
Cargo lamp	✓	Yes
Air Conditioning	✓	Single Zone
Door Locks	✓	Manual
Wheel	✓	Tilt / Telescoping
Flooring	✓	Vinyl
SAFETY:		
Rear Camera	✓	Yes
Fog Lamps	✓	Yes
Air Bags	✓	Yes
Brakes	✓	4 Wheel Anti-Lock
Tire Press Monitor	✓	Yes
AUXILIARY:		
Radio, External Speaker, Antenna, & Antenna Mount (To Be Included in Bid, Installed, & Compatible with Airfield Radio): ✓		
• ICOM A120 Radio with SP-30 speakers ✓ • B-ANT antenna ✓ • K220C Antenna Mount ✓ -OR- EQUIVALENT EQUIPMENT		DLR. INSTALLED
Ladder Rack		N/A

✓ = YES

Note: Features Highlighted in Yellow May Not Be Substituted for an Equivalent.

RW

(3)

VIRTC1DP

CNGP530 VEHICLE ORDER CONFIRMATION 04/30/21 11:25:28
==> Dealer: F52089
2021 RANGER Page: 1 of 1
Order No: 7777 Priority: J3 Ord FIN: QS093 Order Type: 5B Price Level: 115
Ord Code: 100A Cust/Flt Name: TX PO Number:

		RETAIL			RETAIL
R1E	RANGER 4X2 S/C	$24820	76H	XL CHROME PKG	$365
	.126" WHEELBASE			.FOG LAMPS	
YZ	OXFORD WHITE		153	FRT LICENSE BKT	NC
S	VINYL SEATS			SP DLR ACCT ADJ	
H	EBONY INTERIOR			SP FLT ACCT CR	
100A	EQUIP GRP			FUEL CHARGE	
	.XL SERIES		B4A	NET INV FLT OPT	NC
	.16"SILVER STEEL			PRICED DORA	NC
99H	.2.3L ECOBOOST	NC		DEST AND DELIV	1195
44U	.10-SPD AUTO TR	NC	TOTAL	BASE AND OPTIONS	27325
	255/70R16 A/S		TOTAL		27325
	FLEET SPCL ADJ	NC	*THIS	IS NOT AN INVOICE*	
53R	TRAILER TOW PKG	495			
63C	KEYLESS ENTRY	95			
67F	XL PWR EQUIP PK	355			

F1=Help F2=Return to Order F3/F12=Veh Ord Menu
F4=Submit F5=Add to Library
S099 - PRESS F4 TO SUBMIT QC02549

V1DP0169 2,6

Prepared by: Jarrod Runnels
05/04/2021 ITEM 3 Silsbee Ford, Inc. | 1211 US Hwy 96 North Silsbee Texas | 776567190

2019 Ranger 4x2 SuperCab 6' box 126.8" WB XLT (R1E)

Price Level: 960

Warranty

Standard Warranty

Basic

Distance	36,000 miles	Months	36 months

Powertrain

Distance	60,000 miles	Months	60 months

Corrosion Perforation

Distance	Unlimited miles	Months	60 months

Roadside Assistance

Distance	60,000 miles	Months	60 months

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Bid Item No. 3: Specifications (Revised)

Bid Item No. 3: Ford Ranger XL (Super Cab/Extended Cab) or Approved Equivalent		
Manufacturer	✓	Ford
Make	✓	Ranger
Package	✓	XL
Door	✓	Super Cab / Extended Cab
Bed	✓	6'
Ext Color	✓	White
Interior Color	✓	Black/Gray
Interior Material	✓	Vinyl
Engine		4 Cylinder or V6 2.3L ECOBOOST
Fuel	✓	Gasoline
Fuel Tank Size	✓	18
Transmission	✓	Elec 10 speed Auto
Oil Cooler		
Drivetrain	✓	4 x 2 STD.
Axle Ratio	✓	3.73 STD.
Wheel Size	✓	16" Steel
Tire Size	✓	255/70 R16 All Season
Spare	✓	Yes
Mirrors	✓	Manual
FEATURES:		
Payload Package		N/A
Trailer Receiver Hitch & Tow Package Included (Transmission Cooler):		
Class IV Hitch	✓	Yes CLASS III ONLY
Trailer Tow Package	✓	Yes
Dual Alternator		
Cargo lamp	✓	Yes
Air Conditioning	✓	Single Zone
Door Locks	✓	Power
Wheel	✓	Tilt / Telescoping
Flooring	✓	Vinyl
SAFETY:		
Rear Camera	✓	Yes
Fog Lamps	✓	Yes REQUIRES XL CHROME PKG.
Air Bags	✓	Yes
Brakes	✓	4 Wheel Anti-Lock
Tire Press Monitor	✓	Yes
Radio, External Speaker, Antenna, & Antenna Mount (To Be Included In Bid, Installed, & Compatible with Airfield Radio):		
✓ ICOM A120 Radio with SP-30 speakers ✓ B-ANT antenna ✓ K220C Antenna Mount -OR- EQUIVALENT EQUIPMENT		DLR. INSTALLED
Ladder Rack		N/A

✓ = Yes

Note: Features Highlighted in Yellow May Not Be Substituted for an Equivalent.

RCD

(4)

VIRTC1DP V1.58 0442 EN

CNGP530 VEHICLE ORDER CONFIRMATION 04/30/21 11:19:26
==> UNIT #4 Dealer: F52089
2021 F-150 Page: 1 of 1
Order No: 7777 Priority: J1 Ord FIN: QS093 Order Type: 5B Price Level: 135
Ord PEP: 100A Cust/Flt Name: TX PO Number:

		RETAIL			RETAIL
F1C	F150 4X2 R/C	$29240	425	50 STATE EMISS	NC
	141" WHEELBASE		50M	INT WORK SURFCE	165
YZ	OXFORD WHITE		53A	TRAILER TOW PKG	975
A	VINYL 40/20/40	NC		.TRL BRAKE CONTR	
S	MED DARK SLATE		595	FOG LAMPS	140
100A	EQUIP GRP			FLEX FUEL	
	.XL SERIES			SP DLR ACCT ADJ	
	.17"SILVER STEEL			SP FLT ACCT CR	
995	5.0L V8 FFV ENG	1995		FUEL CHARGE	
44G	ELEC 10-SPDAUTO		B4A	NET INV FLT OPT	NC
	.245/70R-17 A/S			PRICED DORA	NC
X15	3.15 REG AXLE	NC		DEST AND DELIV	1695
	6750# GVWR		TOTAL	BASE AND OPTIONS	34210
	FLEET SPCL ADJ	NC	TOTAL		34210
	FRT LICENSE BKT	NC	*THIS	IS NOT AN INVOICE*	

F1=Help F2=Return to Order F3/F12=Veh Ord Menu
F4=Submit F5=Add to Library
S099 - PRESS F4 TO SUBMIT QC02549

V1DP0169 2,6

Prepared by: Jarrod Runnels
05/04/2021 ITEM 4 Silsbee Ford, Inc. | 1211 US Hwy 96 North Silsbee Texas | 776567190

2019 F-150 4x2 Regular Cab Styleside 8' box 141" WB XL (F1C)

Price Level: 950

Warranty

Standard Warranty

Basic

Distance	36,000 miles	Months	36 months

Powertrain

Distance	60,000 miles	Months	60 months

Corrosion Perforation

Distance	Unlimited miles	Months	60 months

Roadside Assistance

Distance	60,000 miles	Months	60 months

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Bid Item No. 4: Specifications (Revised)

Bid Item No. 4: Ford F150 XL (Regular Cab) or Approved Equivalent		
Manufacturer	✓	Ford
Make	✓	F150
Package	✓	XL
Door	✓	Regular Cab
Bed	✓	8'
Ext Color	✓	White
Interior Color	✓	Black/Gray
Interior Material	✓	Vinyl
Engine	✓	V8 or Equivalent V6 5.0L V8
Fuel	✓	Gasoline
Fuel Tank Size	✓	23
Transmission	✓	Elec 10 speed Auto
Oil Cooler		
Drivetrain	✓	4 x 2
Axle Ratio		3.73
Wheel Size	✓	17" Steel
Tire Size	✓	245/70 R17 All Season
Spare	✓	Yes
Mirrors	✓	Manual
FEATURES:		
Payload Package		N/A
Trailer Receiver Hitch & Tow Package Included (Transmission Cooler):		
Class IV Hitch	✓	Yes
Trailer Tow Package	✓	Yes
Misc. 1	✓	Int Work Surface
Dual Alternator		
Cargo lamp	✓	Yes
Air Conditioning	✓	Single Zone
Door Locks	✓	Manual
Wheel	✓	Tilt / Telescoping
Flooring	✓	Vinyl
SAFETY:		
Rear Camera	✓	Yes
Fog Lamps	✓	Yes
Air Bags	✓	Yes
Brakes	✓	4 Wheel Anti-Lock
Tire Press Monitor	✓	Yes
AUXILIARY:		
Radio, External Speaker, Antenna, & Antenna Mount (To Be Included in Bid, Installed, & Compatible with Airfield Radio):		
• ICOM A120 Radio with SP-30 speakers • B-ANT antenna • K220C Antenna Mount -OR- EQUIVALENT EQUIPMENT		DLR. INSTALLED
Ladder Rack	✓	Yes

✓ = yes

Note: Features Highlighted in Yellow May Not Be Substituted for an Equivalent.

VIRTC1DP EN

CNGP530 VEHICLE ORDER CONFIRMATION 04/26/21 12:26:15
==> UNIT #5 Dealer: F52089
2021 TRANSIT NA Page: 1 of 2
Order No: 7777 Priority: K1 Ord FIN: QS093 Order Type: 5B Price Level: 115
Ord Code: 101A Cust/Flt Name: TX PO Number:

		RETAIL			RETAIL
W9C	MR CARGO RWD	$39645	41E	HVY DTY FR AXLE	NC
	148" WHEELBASE		425	50 STATE EMISS	NC
YZ	OXFORD WHITE		53B	HD TRLR TOW PKG	485
V	VINYL		63C	DUAL ALTERNATOR	495
K	PALAZZO GRAY		641	SRW-SILVER STL	NC
101A	PREF EQUIP PKG		67C	UPFIT PACKAGE	610
	.XL TRIM		53K	.MOD WIRING SYS	
57B	.MANUAL A/C	NC	63E	.DUAL BATTERIES	
99G	3.5L ECOBOOST	1775			
44U	.10-SPEED TRANS		TOTAL BASE AND OPTIONS		45190
TC8	.235/65R16C BSW		TOTAL		45190
X7L	3.73 LS	NC	*THIS IS NOT AN INVOICE*		
	JOB #1 ORDER				
	FRT LICENSE BKT	NC	* MORE ORDER INFO NEXT PAGE *		
20C	9500# GVWR	NC			

F8=Next
F1=Help F2=Return to Order F3/F12=Veh Ord Menu
F4=Submit F5=Add to Library
S006 - MORE DATA IS AVAILABLE. QC02549

V1DP0692 2,6

Prepared by: Jarrod Runnels
05/04/2021 ITEM 5 Silsbee Ford, Inc. | 1211 US Hwy 96 North Silsbee Texas | 776567190

2019 Transit-150 Low Roof Cargo Van 129.9" WB Base (E1Z)

Price Level: 950

Warranty

Standard Warranty

Basic

Distance	36,000 miles	Months	36 months

Powertrain

Distance	60,000 miles	Months	60 months

Corrosion Perforation

Distance	Unlimited miles	Months	60 months

Roadside Assistance

Distance	60,000 miles	Months	60 months

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Bid Item No. 5: Specifications (Revised)

Bid Item No. 5: Ford Transit Cargo Van Med Roof XL or Approved Equivalent		
Manufacturer	✓	Ford
Make	✓	Transit Cargo Van Med Roof
Interior Height	✓	Interior Height Should Allow "Stand Up" Space for up to 6' tall passengers
Package	✓	XL
Door	✓	2 Front / 1 Rear / 1 Slide
Bed		N/A
Ext Color	✓	White
Interior Color	✓	Black/Gray
Interior Material	✓	Vinyl
Engine	✓	V8 or Equivalent V6 or V10 3.5L ECOBOOSTV6
Fuel	✓	Gasoline
Fuel Tank Size	✓	25
Transmission	✓	Elec 10 Speed Auto
Oil Cooler	✓	Yes
Drivetrain	✓	4 x 2
Axle Ratio	✓	3.73
Wheel Size	✓	16" Steel
Tire Size	✓	235/65 R16 All-Season
Spare	✓	Yes
Mirrors	✓	Manual
FEATURES:		
Payload Package:		9500 # GVWR
Trailer Receiver Hitch & Tow Package Included (Transmission Cooler):		
Class IV Hitch	✓	Yes
Trailer Tow Package	✓	Yes, HD Trailer Tow Pkg
Misc. 1	✓	Load Area Protection Pkg
Misc. 2	✓	Hi Capacity Up-fitter Switches, Large Center Console, Aux Fuse Panel, Dual AGM Batteries, Mod Vehicle Wiring System
Misc. 3	✓	Pre-wired electrical harnesses tied to pre-installed switches.
Misc. 4	✓	Full-Height Polyprop Cargo, Vinyl Front/Rear
Misc. 5	✓	Built-In On-Board Generator -OR- Detached/Installed Inverter Wattage Options: 1,500 watts, 2,000 watts, 2,500 watts DLR - INSTALLED
Dual Alternator	✓	Yes
Cargo lamp	✓	Yes
Air Conditioning	✓	Single Zone
Door Locks	✓	Power
Wheel	✓	Tilt / Telescoping
Flooring	✓	Vinyl
Cargo Area	✓	At Lease One Side of the Cargo Area should have pre-fab installed wall instead of shell metal frame.
SAFETY:		
Rear Camera	✓	Yes
Fog Lamps	✓	Yes
Air Bags	✓	Yes
Brakes	✓	4 Wheel Anti-Lock
Tire Press Monitor	✓	Yes
AUXILIARY:		
Radio, External Speaker, Antenna, & Antenna Mount (To Be Included in Bid, Installed, & Compatible with Airfield Radio):		
✓ ICOM A120 Radio with SP-30 speakers ✓ B-ANT antenna ✓ K220C Antenna Mount -OR- EQUIVALENT EQUIPMENT		DLR. INSTALLED

Note: Features Highlighted in Yellow/In BOLD Print May Not Be Substituted for an Equivalent.

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.

Ronald Swan 5-1-21
Signature / Date

FLEET DIRECTOR
Title

SILSBEE FORD
Company / Offeror

IFB 21-022
IFB/RFP/RFQ number

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Robert C. Swan

Signature of Contractor's Authorized Official

ROBERT C. SWAN, FLEET DIRECTOR

Name and Title of Contractor's Authorized Official *(Please Print)*

5-1-21

Date

Bidder: Complete & Return this Form with Offer.

RCS

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

SILSBEE FORD

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

N/A

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☑ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☑ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☑ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4 Robert O. Swan — 5-1-21

Signature of vendor doing business with the governmental entity — Date

FLEET DIRECTOR

Adopted 8/7/2015

Bidder: Complete & Return this Form with Offer.

Local Government Officer
Conflicts Disclosure Statement – OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

N/A

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

Note: This Form is for Office Use Only.

RB

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 NO HUB OPPORTUNITIES, ALL WORK BY OUR DEALERSHIP.

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.

ROBERT C. SWAN
Printed Name of Authorized Representative

Robert C. Swan
Signature

FLEET DIRECTOR
Title

5-1-21
Date

Bidder: Complete & Return this Form with Offer.

RBS

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.

100% COMPLETED AT OUR DEALERSHIP, NOT HUB OPPORTUNITY

Contractor Name: SILSBEE FORD HUB: p Yes (p No)

Address: 1211 U.S. HWY 96 N, SILSBEE, TX 77656
Street City State Zip

Phone (with area code): 409-895-3800 Fax (with area code): 409-895-3884

Project Title & No.: VEHICLES FOR JACK BROOKS AIRPORT - IFB 21-022/JW

Prime Contract Amount: $ -0-

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

ROBERT SWAN
SILSBEE FORD — Robert Swan — 5-1-21
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: Complete & Return this Form with Offer.

RD

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☑ No

Prime Contractor: SILSBEE FORD, SILSBEE, TX 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: Complete & Return this Form with Offer.

RW

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet **(Duplicate as Needed)**

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

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: Complete & Return this Form with Offer.

RW

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- ☐ All subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☑ Other: ALL WORK WILL BE COMPLETED AT OUR DEALERSHIP NO HUB OPS.

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: _____

<u>Bidder</u>: Complete & Return this Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required.** I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): ROBERT C. SWAN

Title: FLEET DIRECTOR

Signature: Robert C. Swan

Date: 5-1-21

E-mail address: KDURBIN.SILSBEEFLEET@GMAIL.COM

Contact person that will be in charge of invoicing for this project:

Name (print or type): TINA DURBIN

Title: TITLE / INVOICING CLERK

Date: 5-1-21

E-mail address: TDURBIN.SILSBEEFLEET@GMAIL.COM

Bidder: Complete & Return this Form with Offer.

RK

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 SILSBEE FORD [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

☐ I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ _____ (city and state).

Taxpayer Identification Number (T.I.N.):	76-0533144
Company Name submitting bid/proposal:	SILSBEE FORD
Mailing address:	1211 U.S. Hwy 69 N
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**
N/A	

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

<u>Bidder</u>: Complete & Return this Form with Offer.

RVS

House Bill 89 Verification

I, ROBERT C. SWAN, the undersigned representative of (company or business name) SILSBEE FORD (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.

Robert C. Swan
Signature of Company Representative

5-1-21
Date

On this 1ST day of MAY, 20 21, personally appeared Robert Swan, the above named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

SHIRLEY PAYNE
Notary ID #126041390
My Commission Expires
April 16, 2023

Notary Signature

MAY 1, 2021
Date

Bidder: Complete & Return this Form with Offer.

RA

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.

SILSBEE FORD
Company Name

IFB 21-022/JW
IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

Bidder: Complete & Return this Form with Offer.

RB

Bid Affidavit

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF TEXAS COUNTY OF HARDIN

BEFORE ME, the undersigned authority, a Notary Public in and for the State of TEXAS, on this day personally appeared ROBERT C. SWAN (name), who after being by me duly sworn, did depose and say:

"I, ROBERT C. SWAN (name) am a duly authorized officer of/agent for SILSBEE FORD (name of firm) and have been duly authorized to execute the foregoing on behalf of the said SILSBEE FORD (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: SILSBEE FORD
1211 US HWY 96 N
Fax: 409-895-3884 Telephone# 409-895-3800
by: ROBERT C. SWAN (print name) Title: FLEET DIRECTOR
Signature: Robert C. Swan

SUBSCRIBED AND SWORN to before me by the above-named Robert Swan on this the 1st day of May, 2021.

SHIRLEY PAYNE
Notary ID #126041390
My Commission Expires
April 16, 2023

Notary Public in and for the State of Texas

Bidder Shall Return Completed Form with Offer.

829

Texas Department of Motor Vehicles
MOTOR VEHICLE DIVISION

FRANCHISED MOTOR VEHICLE DEALER

LICENSE NO: F127275
GENERAL DISTINGUISHING NUMBER: P34381 Motor Vehicle

Silsbee Ford Inc.
PO BOX 815
SILSBEE, TEXAS HARDIN 77656-0815

EXPIRES: 01-31-2023
PHYSICAL LOCATION:
1211 US HIGHWAY 96 N
SILSBEE, TEXAS HARDIN 77656-7190

THIS DEALERSHIP IS LICENSED TO ONLY SELL THE FOLLOWING LINE(S) OF NEW MOTOR VEHICLES:

MERCURY : AA-Passenger Auto, FORD : AA-Passenger Auto

ADDITIONAL LOCATION(S): For used vehicle sales only

HAVING SATISFIED THE APPLICABLE REQUIREMENTS OF CHAPTER 2301 OF THE TEXAS OCCUPATIONS CODE, CHAPTER 503 OF THE TEXAS TRANSPORTATION CODE, AND THE RULES OF THE BOARD, THE PERSON NAMED ABOVE IS HEREBY LICENSED WITH THE TEXAS DEPARTMENT OF MOTOR VEHICLES, MOTOR VEHICLE DIVISION.

Roland D. Luna, Sr.

Roland D. Luna, Sr., Director
Texas Department of Motor Vehicles
Motor Vehicle Division

WARNING: PENAL CODE SECTION 37.10, PROVIDES THAT TAMPERING WITH A GOVERNMENTAL RECORD IS AN OFFENSE PUNISHABLE AS A SECOND-DEGREE FELONY.

01-339
(Rev.4-13/8)

Texas Sales and Use Tax Resale Certificate

Name of purchaser, firm or agency as shown on permit	Phone *(Area code and number)*
SILSBEE FORD INC	409 895-3800

Address *(Street & number, P.O. Box or Route number)*
PO BOX 815

City, State, ZIP code
SILSBEE TX 77656

Texas Sales and Use Tax Permit Number *(must contain 11 digits)*
1 7 6 0 5 3 3 1 4 4 0

Out-of-state retailer's registration number or Federal Taxpayers Registry (RFC) number for retailers based in Mexico

(Retailers based in Mexico must also provide a copy of their Mexico registration form to the seller.)

I, the purchaser named above, claim the right to make a non-taxable purchase (for resale of the taxable items described below or on the attached order or invoice) from:

Seller: _____

Street address: _____

City, State, ZIP code: _____

Description of items to be purchased on the attached order or invoice:

AUTOMOTIVE PARTS AND ACCESSORIES

Description of the type of business activity generally engaged in or type of items normally sold by the purchaser:

FRANCHISED NEW VEHICLE DEALER SALES AND SERVICE

The taxable items described above, or on the attached order or invoice, will be resold, rented or leased by me within the geographical limits of the United States of America, its territories and possessions or within the geographical limits of the United Mexican States, in their present form or attached to other taxable items to be sold.

I understand that if I make any use of the items other than retention, demonstration or display while holding them for sale, lease or rental, I must pay sales tax on the items at the time of use based upon either the purchase price or the fair market rental value for the period of time used.

I understand that it is a criminal offense to give a resale certificate to the seller for taxable items that I know, at the time of purchase, are purchased for use rather than for the purpose of resale, lease or rental, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

sign here ▸ Purchaser	Title	Date
	CONTROLLER	03/09/2020

This certificate should be furnished to the supplier.
Do not send the completed certificate to the Comptroller of Public Accounts.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/04/21

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Sharon Estes
WICKER PARKER INSURANCE 3909 S 7th St #D Abilene, TX 79605	PHONE (A/C, No, Ext): (325)437-0677 FAX (A/C, No): (325)437-0679 E-MAIL ADDRESS: wicker-parker@nts-online.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Texas Mutual Insurance Co	441110
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED: Donalson Automotive Holdings, Inc.
dba Silsbee Ford, Inc.
1211 Hwy 96 North
Silsbee, TX 77656

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE	$
	OTHER:						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	0001225928	07/01/20	07/01/21	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Waiver of Subrogation Form WC420304B is included and applies in favor of the certificate holder.

CERTIFICATE HOLDER

Jefferson County
1149 Pearl Street, 7th Floor
Beaumont, TX 77701

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/04/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: CLIENT CONTACT CENTER
FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: FEDERATED MUTUAL INSURANCE COMPANY	13935
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED 238-411-3
LAKE COUNTRY CHEVROLET INC, SILSBEE FORD INC
PO BOX 815
SILSBEE, TX 77656-7190

COVERAGES **CERTIFICATE NUMBER: 44** **REVISION NUMBER: 1**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
A	X UMBRELLA LIAB X OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION	N	N	9196680	07/01/2020	07/01/2021	EACH OCCURRENCE AGGREGATE	$8,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N ☐ N / A If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	
A	AUTO DEALER LIABILITY	Y	Y	9196679	07/01/2020	07/01/2021	AUTO LIAB - EA ACCIDENT GENERAL LIABILITY - EACH ACCIDENT - AGGREGATE	$500,000 $500,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ON AUTO DEALERS COVERAGE FORM.
AUTO DEALERS COVERAGE FORM CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER.

CERTIFICATE HOLDER

238-411-3 44 1
JEFFERSON COUNTY
1149 PEARL ST FL 1ST
BEAUMONT, TX 77701-3638

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael G Kerr

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POLICY NUMBER: 9196679

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: DONALSON AUTOMOTIVE HOLDINGS

Endorsement Effective Date: 05-04-2021

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
JEFFERSON COUNTY
1149 PEARL ST FL 1ST
BEAUMONT TX 77701

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

INSURED:
DONALSON AUTOMOTIVE HOLDINGS
INC
PO BOX 815
SILSBEE TX 77656

1. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include the Additional Insured specified below but only with respect to liability arising out of your operations or premises owned by or rented to you.
2. The insurance does not apply to "bodily injury" or "property damage" liability arising out of the sole negligence of the Additional Insured named below.
3. We agree to notify the Additional Insured named below at the address stated below of any cancellation of, or material change to, this policy.

   Relationship of the Additional Insured to the Insured:

   RE:DELIVERY OF VEHICLES 1149 PEARL ST, BEAUMONT,
   TX 77701-3638

Additional Insured Name and Address:

JEFFERSON COUNTY
1149 PEARL ST FL 1ST
BEAUMONT TX 77701

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JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT

1149 Pearl Street – First Floor
Beaumont, Texas 77701

[redacted]

IFB Number:	IFB 21-022/JW
IFB Title:	Vehicles for the Jack Brooks Regional Airport
IFB Due:	**11:00 am CT, Wednesday, May 5, 2021**
Addendum No.:	1
Issued (Date):	April 13, 2021

TO BIDDER: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB package – **including all addenda.** For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed proposal.** If the Proposal has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and Opening Date and Time, as stated above.

Reasons for Issuance of this addendum:

Clarification, Revised Bid Item Specifications, Revised Bid Form

---

The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Bidder:

ATTEST:

Witness

Witness

Approved by RVB Date: 5-1-21

Ronald Swan
Authorized Signature (Bidder)

FLEET DIRECTOR
Title of Person Signing Above

SILSBEE FORD
Typed Name of Business or Individual

1211 U.S. HWY 96 N
Address SILSBEE, TX 77656

RVB

Clarification

Question: Would half ton trucks from Ram, Chevrolet or GMC be considered equivalent so long as they are either regular cabs with an 8 ft bed or full 4 door crew cabs with an over 6ft bed length?

Answer: Yes, any trucks that are similar (meet or exceed) bid specifications are acceptable. We used the Ford Brand Models as a point of reference only.

Variations from bid specs do need to be clearly identified.

Minimum Specifications (REVISED – ADDENDUM NO. 1)

The following requirements and specifications **supersede** General Requirements where applicable. Contact Jamey West, Assistant Purchasing Agent (e-mail: jwest@co.jefferson.tx.us; phone:409-835-8593), regarding any questions or comments. Please reference bid number IFB 21-022/JW.

Scope

Jefferson County is soliciting bids for Vehicles 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 bidding equivalent items shall submit, an itemized comparison documenting equivalence for dimensions, quality, performance, and features of the products offered.

Instructions to Bidders: 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.

EQUIVALENT/ALTERNATE ITEMS:

Bidder Submitting Bid for Equivalent/Alternate Items Must Include in Bid Submission:

- **COPY OF THE MANUFACTURER SPECIFICATIONS** (to include Full Warranty terms)
- **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.

EXACT MAKE/MODEL:

Bidder Submitting Bid for Exact Make/Model as specified, Must Include in Bid Submission:

- **COPY OF THE MANUFACTURER SPECIFICATIONS** (to include Full Warranty terms)

Bidders, please be sure to review these bid specifications carefully, as the item that you are offering must MEET or EXCEED these specifications.

Bid Item No. 1: Specifications (Revised)

Bid Item No. 1: Ford F150 XL (Regular Cab) or Approved Equivalent		
Manufacturer	✓	Ford
Make	✓	F150
Package	✓	XL
Door	✓	Regular Cab
Bed	✓	8'
Ext Color	✓	White
Interior Color	✓	Black/Gray
Interior Material	✓	Vinyl
Engine	✓	V8 or Equivalent V6 5.0L V8
Fuel	✓	Gasoline
Fuel Tank Size	✓	23
Transmission	✓	Elec 10 speed Auto
Oil Cooler		
Drivetrain	✓	4 x 2
Axle Ratio	✓	3.73
Wheel Size	✓	17" Steel
Tire Size	✓	245/70 R17 All Season
Spare	✓	Yes
Mirrors	✓	Manual
FEATURES:		
Payload Package		N/A 6750# GVWR
Trailer Receiver Hitch & Tow Package Included (Transmission Cooler):		
Class IV Hitch	✓	Yes
Trailer Tow Package	✓	Yes
Misc. 1	✓	Int Work Surface
Dual Alternator		
Cargo lamp	✓	Yes
Air Conditioning	✓	Single Zone
Door Locks	✓	Manual
Wheel	✓	Tilt / Telescoping
Flooring	✓	Vinyl
SAFETY:		
Rear Camera	✓	Yes
Fog Lamps	✓	Yes
Air Bags	✓	Yes
Brakes	✓	4 Wheel Anti-Lock
Tire Press Monitor	✓	Yes
AUXILIARY:		
Radio, External Speaker, Antenna, & Antenna Mount (To Be Included in Bid, Installed, & Compatible with Airfield Radio):		
• ICOM A120 Radio with SP-30 speakers • B-ANT antenna • K220C Antenna Mount -OR- EQUIVALENT EQUIPMENT		DLR. INSTALLED
Ladder Rack	✓	Yes

✓ = YES

Note: Features Highlighted in Yellow May Not Be Substituted for an Equivalent.

RWB

Bid Item No. 2: Specifications (Revised)

Bid Item No. 2: Ford F150 XL (Super Crew) or Approved Equivalent		
Manufacturer	✓	Ford
Make	✓	F150
Package	✓	XL
Door	✓	Super Crew - Full Size Doors
Bed	✓	6.5'
Ext Color	✓	White
Interior Color	✓	Black/Gray
Interior Material	✓	Vinyl
Engine	✓	V8 or Equivalent V6 5.0L V8
Fuel		Gasoline
Fuel Tank Size	✓	26
Transmission	✓	Elec 10 speed Auto
Oil Cooler		
Drivetrain	✓	4 x 2
Axle Ratio	✓	3.73
Wheel Size	✓	17" Steel
Tire Size	✓	245/70 R17 All Season LT 265/70R18C
Spare	✓	Yes
Mirrors	✓	Manual
FEATURES:		
Payload Package	✓	Yes HD PAYLOAD PKG.
Trailer Receiver Hitch & Tow Package Included (Transmission Cooler):		
Class IV Hitch	✓	Yes MAX TRAILER TOW
Trailer Tow Package	✓	Yes
Misc. 1	✓	Int Work Surface
Misc. 2 FACTORY BUILT-IN	✓	Built-In On-Board Generator -OR- Detached/Installed Inverter Wattage Options: 1,500 watts, 2,000 watts, 2,500 watts
Dual Alternator		
Cargo lamp	✓	Yes
Air Conditioning	✓	Single Zone
Door Locks	✓	Manual
Wheel	✓	Tilt / Telescoping
Flooring	✓	Vinyl
SAFETY:		
Rear Camera	✓	Yes
Fog Lamps	✓	Yes
Air Bags	✓	Yes
Brakes	✓	4 Wheel Anti-Lock
Tire Press Monitor	✓	Yes
AUXILIARY:		
Radio, External Speaker, Antenna, & Antenna Mount (To Be Included in Bid, Installed, & Compatible with Airfield Radio): ✓		
• ICOM A120 Radio with SP-30 speakers ✓ • B-ANT antenna ✓ • K220C Antenna Mount ✓ -OR- EQUIVALENT EQUIPMENT		
Ladder Rack		N/A

✓ = YES

Note: Features Highlighted in Yellow May Not Be Substituted for an Equivalent.

Bid Item No. 3: Specifications (Revised)

Bid Item No. 3: Ford Ranger XL (Super Cab/Extended Cab) or Approved Equivalent		
Manufacturer	✓	Ford
Make	✓	Ranger
Package	✓	XL
Door	✓	Super Cab / Extended Cab
Bed	✓	6'
Ext Color	✓	White
Interior Color	✓	Black/Gray
Interior Material	✓	Vinyl
Engine		4 Cylinder or V6 2.3L ECOBOOST
Fuel	✓	Gasoline
Fuel Tank Size	✓	18
Transmission	✓	Elec 10 speed Auto
Oil Cooler		
Drivetrain	✓	4 x 2 STD.
Axle Ratio	✓	3.73 STD.
Wheel Size	✓	16" Steel
Tire Size	✓	255/70 R16 All Season
Spare	✓	Yes
Mirrors	✓	Manual
FEATURES:		
Payload Package		N/A
Trailer Receiver Hitch & Tow Package Included (Transmission Cooler):		
Class IV Hitch	✓	Yes CLASS III ONLY
Trailer Tow Package	✓	Yes
Dual Alternator		
Cargo lamp	✓	Yes
Air Conditioning	✓	Single Zone
Door Locks	✓	Power
Wheel	✓	Tilt / Telescoping
Flooring	✓	Vinyl
SAFETY:		
Rear Camera	✓	Yes
Fog Lamps	✓	Yes REQUIRES XL CHROME PKG.
Air Bags	✓	Yes
Brakes	✓	4 Wheel Anti-Lock
Tire Press Monitor	✓	Yes
Radio, External Speaker, Antenna, & Antenna Mount (To Be Included in Bid, Installed, & Compatible with Airfield Radio):		
✓ ICOM A120 Radio with SP-30 speakers ✓ B-ANT antenna ✓ K220C Antenna Mount -OR- EQUIVALENT EQUIPMENT		DLR. INSTALLED
Ladder Rack		N/A

✓ = yes

Note: Features Highlighted in Yellow May Not Be Substituted for an Equivalent.

RWD

Bid Item No. 4: Specifications (Revised)

Bid Item No. 4: Ford F150 XL (Regular Cab) or Approved Equivalent		
Manufacturer	✓	Ford
Make	✓	F150
Package	✓	XL
Door	✓	Regular Cab
Bed	✓	8'
Ext Color	✓	White
Interior Color	✓	Black/Gray
Interior Material	✓	Vinyl
Engine	✓	V8 or Equivalent V6 5.0L V8
Fuel	✓	Gasoline
Fuel Tank Size	✓	23
Transmission	✓	Elec 10 speed Auto
Oil Cooler		
Drivetrain	✓	4 x 2
Axle Ratio		3.73
Wheel Size	✓	17" Steel
Tire Size	✓	245/70 R17 All Season
Spare	✓	Yes
Mirrors	✓	Manual
FEATURES:		
Payload Package		N/A
Trailer Receiver Hitch & Tow Package Included (Transmission Cooler):		
Class IV Hitch	✓	Yes
Trailer Tow Package	✓	Yes
Misc. 1	✓	Int Work Surface
Dual Alternator		
Cargo lamp	✓	Yes
Air Conditioning	✓	Single Zone
Door Locks	✓	Manual
Wheel	✓	Tilt / Telescoping
Flooring	✓	Vinyl
SAFETY:		
Rear Camera	✓	Yes
Fog Lamps	✓	Yes
Air Bags	✓	Yes
Brakes	✓	4 Wheel Anti-Lock
Tire Press Monitor	✓	Yes
AUXILIARY:		
Radio, External Speaker, Antenna, & Antenna Mount (To Be Included in Bid, Installed, & Compatible with Airfield Radio):		
• ICOM A120 Radio with SP-30 speakers • B-ANT antenna • K220C Antenna Mount DLR. INSTALLED		
-OR- EQUIVALENT EQUIPMENT		
Ladder Rack	✓	Yes

V = yes

Note: Features Highlighted in Yellow May Not Be Substituted for an Equivalent.

Bid Item No. 5: Specifications (Revised)

Bid Item No. 5: Ford Transit Cargo Van Med Roof XL or Approved Equivalent		
Manufacturer	✓	Ford
Make	✓	Transit Cargo Van Med Roof
Interior Height	✓	**Interior Height Should Allow "Stand Up" Space for up to 6' tall passengers**
Package	✓	XL
Door	✓	2 Front / 1 Rear / 1 Slide
Bed		N/A
Ext Color	✓	**White**
Interior Color	✓	Black/Gray
Interior Material	✓	**Vinyl**
Engine	✓	V8 or Equivalent V6 or V10 3.5L ECOBOOSTV6
Fuel	✓	**Gasoline**
Fuel Tank Size	✓	25
Transmission	✓	Elec 10 Speed Auto
Oil Cooler	✓	Yes
Drivetrain	✓	**4 x 2**
Axle Ratio	✓	3.73
Wheel Size	✓	16" Steel
Tire Size	✓	235/65 R16 All-Season
Spare	✓	Yes
Mirrors	✓	Manual
FEATURES:		
Payload Package:		9500 # GVWR
Trailer Receiver Hitch & Tow Package Included (Transmission Cooler):		
Class IV Hitch	✓	**Yes**
Trailer Tow Package	✓	**Yes, HD Trailer Tow Pkg**
Misc. 1	✓	**Load Area Protection Pkg**
Misc. 2	✓	**Hi Capacity Up-fitter Switches, Large Center Console, Aux Fuse Panel, Dual AGM Batteries, Mod Vehicle Wiring System**
Misc. 3	✓	**Pre-wired electrical harnesses tied to pre-installed switches.**
Misc. 4	✓	**Full-Height Polyprop Cargo, Vinyl Front/Rear**
Misc. 5	✓	**Built-In On-Board Generator -OR- Detached/Installed Inverter** Wattage Options: 1,500 watts, 2,000 watts, 2,500 watts DLR - INSTALLED
Dual Alternator	✓	Yes
Cargo lamp	✓	Yes
Air Conditioning	✓	Single Zone
Door Locks	✓	Power
Wheel	✓	Tilt / Telescoping
Flooring	✓	**Vinyl**
Cargo Area	✓	**At Lease One Side of the Cargo Area should have pre-fab installed wall instead of shell metal frame.**
SAFETY:		
Rear Camera	✓	**Yes**
Fog Lamps	✓	**Yes**
Air Bags	✓	**Yes**
Brakes	✓	**4 Wheel Anti-Lock**
Tire Press Monitor	✓	Yes
AUXILIARY:		
Radio, External Speaker, Antenna, & Antenna Mount (To Be Included in Bid, Installed, & Compatible with Airfield Radio):		
✓ ICOM A120 Radio with SP-30 speakers ✓ B-ANT antenna ✓ K220C Antenna Mount DLR. INSTALLED -OR- EQUIVALENT EQUIPMENT		

Note: Features Highlighted in Yellow/In BOLD Print May Not Be Substituted for an Equivalent.

ATTACHMENT B

IFB 21-025/YS
Term Contract for Asphalt Products for Jefferson County
Awarded: May 18, 2021

II. Asphalt Products – Hopper Pick Up		
A.	Anionic – Hopper must be within Jefferson County	
	1. Grade RS-2 (HVRS)	N/A Per gallon, FOB truck
	2. Grade SS-1	$2.00 Per gallon, FOB truck (Martin Plant)
	Delivery and Return Charge for Tanker:	$520.00 delivery / $260.00 return
B.	Cationic Emulsions	
	1. Grade AE-P	$2.25 Per gallon, FOB truck (Martin Plant)
	Vendor's Shipping Point Address:	100-1/2 East Port Neches Avenue, Port Neches TX 77651
	Hours of Hopper Operation:	8:00 am - 4:00 pm
	Delivery and Return Charge for Tanker:	$520.00 delivery / $260.00 return

Martin Asphalt Company
3 Riverway #400
Houston TX 77056
attn: Victoria Espino
victoria.espino@martinmlp.com
ph: 713-350-6852
fx: 713-350-2801

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:

Martin Asphalt Company
Company Name

3 Riverway #400
Address

Houston TX 77056
City State Zip

Signature of Person Authorized to Sign

Victoria Espino
Printed Name

Sales Rep.
Title

For clarification of this offer, contact:

Victoria Espino
Name

713 350 6852 713 350 2801
Phone Fax

Victoria.espino@martinmlp.com
E-mail

Bidder: Complete & Return this Form with Offer.

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Asphalt Products for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. IFB 21-025/YS, Term Contract for Asphalt Products for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

May 18, 2021
Date

Attest:

~~Carolyn L. Guidry~~ Theresa Goodness
Interim County Clerk

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

<u>Bidder</u>: Complete & Return this Form with Offer.

CLAYBAR
Haven of Rest Cemetery
US Hwy 90 West, Beaumont, Texas 77713 • 409-892-3456

May 1, 2021

Susan Anaya
Jefferson County Public Health Department
1295 Pearl St.
Beaumont, TX 77701

Dear Susan,

Enclosed you will find a Purchase Agreement from Claybar Haven of Rest Cemetery for 20 indigent burial spaces at $305.00/space; your reference **#IFB 18-036/YS**.

Please have the Commissioners sign the attached contract and send it back to me. I will assign our contract number to it once payment is received. I will then forward you a copy with our contract number on it.

The rainy weather we experienced earlier this year has put our Serenity Garden expansion plans a little further back. We are in the process of platting more spaces within this garden for the county's future indigent burial needs. Upon completion, the county will be able to purchase a larger quantity of spaces.

Warren & I appreciate this opportunity to assist Jefferson County with its indigent burial program. Should you need anything else please call me.

Sincerely,

John D. Woods
Haven of Rest

Enclosures (3)

CONTRACT #2021-03-???
Burial #_____
Reference(s) #_____

Hillcrest Memorial Gardens, Inc
P.O. Box 2060
4560 Hwy 87 South
Orange, Texas 77631-2060
(409) 735-7145

Orange Forest Lawn
P.O. Box 2060
2312 Irving
Orange, Texas 77631-2060
(409) 735-7145

Claybar Haven of Rest
Cemetery & Crematory
P.O. Box 27
Hwy 90 at Green Pond Road
Beaumont, Texas 77704
(409) 892-3456

Date: _____

PURCHASE AGREEMENT

I, (We), Jefferson County Public Health Dept.
#IFB 18-036/YS Email: _____
Address: 1295 PEARL ST.
BEAUMONT, TX 77701 Phone #: 409-835-8530

hereby agree to purchase, subject to the provisions on the reverse side of this agreement and the rules and regulations of:

☐ Hillcrest Memorial Gardens, Inc ☐ Orange Forest Lawn ☒ Claybar Haven of Rest & Crematory

(Hereinafter called "The Memorial Park") the number of interment, entombment, or inurnment space in the location described and any service or merchandise as so stated at the price and terms as follows:

PROPERTY DESCRIPTION

Garden: SERENITY

Section: _____ Lot: *
Block: * Spaces: *
Section: _____ Block: _____
Block: _____ Spaces: _____
No. of Spaces _____ Square Ft _____
Mausoleum Unit _____
Crypt _____ Level _____

Special Note: If any item listed is in reference to Memorialization, Granite, Scrolls and/or Service Arrangements an appropriate "MEMORIAL ORDER" and/or "REQUEST AND AUTHORIZATION" must be completed and made part of this agreement.

PAYMENT: _____

CFH/CKW/FF CONTRACT # _____

MERCHANDISE - PROPERTY - SERVICES

QTY	ITEM DESCRIPTION	COST
20	A. Ground Space $245.96/ea	$ $4,919.20
____	B. Mausoleum	$
____	C. Niche	$
____	D. Discount	$
____	Net Property sale (A,B, or C-D)	$
20	Perpetual Care $59.04/ea	$ $1,180.80
____	Deed Fee	$
____	Liner Installation Fee	$
____	Opening & Closing	$
____	E. Memorial	$
____	Memorial Installation Fee	$
____	F. Granite Base	$
____	G. Memorial Discount	$
____	Net Memorial Sales (E or F-G)	$
____	Sales Tax	$
	TOTAL PRICE (target)	$
	Allowance(s)	$
	Other Applicable Discounts	$
	ADJUSTED SALES PRICE	$ $6,100.00

Notations: * SEE SEPARATE ATTACHMENT FOR LOT, BLOCK & SPACE DESCRIPTIONS.

CREDITOR-SELLER: HILLCREST MEMORIAL GARDENS, INC				
ANNUAL PERCENTAGE RATE (The cost of your credit as a yearly rate)	FINANCE CHARGE (The dollar amount the credit will cost you)	AMOUNT FINANCED (The amount of credit provide to You or on your behalf)	TOTAL OF PAYMENTS (The amount You will have paid after You have made all payments as scheduled)	TOTAL SALE PRICE (The total cost of your purchase on credit including your down payment of $ _____)
0.00 %	0.00 %	$	$	$
Your payment schedule is:				
Number of payments	Amount of payments	When payments are due		
	$	Beginning	until paid in full	
0	$ 0.00	N/A		
	$			

PREPAYMENT: If You pay off early, You will not have to pay a penalty.
ADDITIONAL INFORMATION: See your contract documents for information about nonpayment, default, the right to accelerate, and the requirement for payment in full before delivery of contracted goods and services by the Seller.

RIGHTS OF PURCHASER AND SELLER

Buyer is entitled to and acknowledges receipt of a copy of this agreement and the Notice of Cancellation (on reverse side of contract) at the time Buyer(s) sign(s) this agreement. All parties have read and understand the terms and provisions of this agreement and all parties hereunder and when signed by the purchaser and signed by and accepted by an Executive Officer of "The Memorial Park" this agreement shall become effective and shall be binding on the parties hereto, their heirs, personal representatives and successors subject to the right of cancellation described hereafter. This agreement contains a complete agreement between the parties and no agent or representative has any authority to modify, add to or change the terms or conditions set forth herein. 1. Do not sign this contract before you read it or if it has any blank spaces. 2. You are entitled to an exact copy of the contract you sign. 3. Under the law you have the right, among others, to pay in advance the unpaid balance due under this contract and to obtain under certain conditions a partial refund of the Finance Charge.

I (We) have read this contract, including the back, and received a copy of the agreement IN WITNESS WHEREOF, the Buyer has executed

this 10th day of MAY, 2021

Buyer _____ FSA _____

Issue Deed to Jefferson County Public Health Dept. Accepted By _____

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

ATTEST:
Theresa Goodness
Interim County Clerk

JEFFERSON COUNTY PUBLIC HEALTH DEPARTMENT
INDIGENT BURIAL PROGRAM
#IFB 18-036/YS
May 1, 2021

20 Burial Space Purchase Proposal

Garden	Lot	Block	Space #'s	# of Spaces
Serenity	11	C	2	1
Serenity	14	A	2	1
Serenity	14	C	3	1
Serenity	20	B	1 & 2	2
Serenity	20	D	1 & 2	2
Serenity	20	F	2	1
Serenity	23	B	2	1
Serenity	23	D	2	1
Serenity	26	B	2	1
Serenity	26	D	2	1
Serenity	29	B	2	1
Serenity	29	D	2	1
Serenity	32	B	2	1
Serenity	32	D	2	1
Serenity	53	B	2	1
Serenity	53	D	2	1
Serenity	56	B	2	1
Serenity	56	D	2	1
				20

JEFFERSON COUNTY SHERIFF'S OFFICE
Zena Stephens, Sheriff
5030 Hwy 69 S.
Beaumont, TX 77705
(409) 726-2500

Charlie Porter
Chief of Law Enforcement
cporter@co.jefferson.tx.us

John Shauberger
Chief of Corrections
jshauberger@co.jefferson.tx.us

TO: Fran Lee
Jefferson County Auditing Department

FROM: Chief John Shauberger
Jefferson County Sheriff's Office

RE: Transfer Funds FY 2021

DATE: May 10, 2021

Please transfer $3,536 from budget account 120-3060-421-30-42 (Laboratory Supplies) to 120-3060-421-60-02 (Computer Equipment) for a new server for the Crime Lab.

Chief John Shauberger

PowerEdge R340 Rack Server Summary

Back to Customization(/en-us/work/shop/servers-storage-and-networking/poweredge-r340-rack-server/spd/powe

Dell Price $3,535.25

IZCI6MTY1MiwiT3B0cyI6W3siSWQiOiJHSjdXRktZIn1dfSx7IkIkIjoxNjk2LCJPcHRzIjpbeyJJZCI6IkcyTUJPR0wifV19XSwiVGkiOiIiLCJEaSI6IiJ9]

Estimated Value	~~$5,643.00~~
Total Savings	$2,107.75

Dell Business Credit
As low as $107/mo.^ (//www.dell.com/en-us/work/lp/dell-business-credit?ref=stpvalueprops1#Financing-Promotions) | Apply for credit (//www.dell.com/Financing/Comm/dbcmarcom?ptype=dbc&dfsref=dbc&returnurl=https%3A%2F%2Fwww.dell.com%2Fen-us%2Fwork%2Fshop%2Fpdr%2Fpoweredge-r340%2Fpe_r340_1315b_vi_vp%3FselectionState%3DeyJPQyI6InBlX3IzNDBfMTMxNWJfdmlfdnAiLCJNb2RzIjpbeyJJZCI6MTUzNCwiT3B0cyI6W3siSWQi[

Get it by May 14-20 with Expedited Delivery
View Delivery Dates - 77701 ()

COMPONENTS

Option	Selection	SKU / Product Code	Quantity			
PowerEdge R340 Server	[210-AQUB] / G0J1TUI	1	Base	PowerEdge R340 Server	[210-AQUB] / G0J1TUI	1
Trusted Platform Module 2.0	[461-AAEM] / GFC8Q1N	1	Trusted Platform Module (TPM)	Trusted Platform Module 2.0	[461-AAEM] / GFC8Q1N	1
3.5" Chassis with up to 4 Hot Plug Hard Drives	[321-BDUX] / GEX9H81	1	Chassis	3.5" Chassis with up to 4 Hot Plug Hard Drives	[321-BDUX] / GEX9H81	1
PowerEdge R340 CCC and BIS Marking, No CE Marking	[389-DSUH] / GP1Y02I	1	Regulatory	PowerEdge R340 CCC and BIS Marking, No CE Marking	[389-DSUH] / GP1Y02I	1
Intel® Xeon® E-2246G 3.6GHz, 12M cache, 6C/12T, turbo (80W)	[338-BUJP] / G7KCEGU	1	Processor	Intel® Xeon® E-2246G 3.6GHz, 12M cache, 6C/12T, turbo (80W)	[338-BUJP] / G7KCEGU	1
16GB 2666MT/s DDR4 ECC UDIMM	[370-AEKL] / GYWO126	2	Memory[1]	16GB 2666MT/s DDR4 ECC UDIMM	[370-AEKL] / GYWO126	2

Option	Selection	SKU / Product Code	Quantity			
C7, Unconfigured RAID for HDDs or SSDs (Mixed Drive Types Allowed)	[780-BCDS] / GJ45ICY	1	RAID	C7, Unconfigured RAID for HDDs or SSDs (Mixed Drive Types Allowed)	[780-BCDS] / GJ45ICY	1
PERC H330 RAID Controller, Adapter	[405-AAMT] / G5P7SZM	1	RAID/Internal Storage Controllers	PERC H330 RAID Controller, Adapter	[405-AAMT] / G5P7SZM	1
1TB 7.2K RPM SATA 6Gbps 512n 3.5in Hot-plug Hard Drive	[400-ASHH] / 5103894	4	Hard Drive	1TB 7.2K RPM SATA 6Gbps 512n 3.5in Hot-plug Hard Drive	[400-ASHH] / 5103894	4
BOSS controller card + with 2 M.2 Sticks 240G (RAID 1),LP	[403-BCHI] / G2MBOCL	1	Boot Optimized Storage Cards	BOSS controller card + with 2 M.2 Sticks 240G (RAID 1),LP	[403-BCHI] / G2MBOCL	1
Windows Server® 2019 Standard,16CORE,FI,No Med,No CAL, Multi Language	[634-BSFE] / GPBZ5UI	1	Operating System	Windows Server® 2019 Standard,16CORE,FI,No Med,No CAL, Multi Language	[634-BSFE] / GPBZ5UI	1
Windows Server 2019 Standard,16CORE,Digitally Fulfilled Recovery Image, Multi Language	[528-CFIB] / GJ7WFKY	1	OS Media Kits	Windows Server 2019 Standard,16CORE,Digitally Fulfilled Recovery Image, Multi Language	[528-CFIB] / GJ7WFKY	1
IDRAC9 Basic	[385-BBLD] / GCQ1VPA	1	Embedded Systems Management	IDRAC9 Basic	[385-BBLD] / GCQ1VPA	1
IDRAC Group Manager, Disabled	[379-BCQY] / GTVA94K	1	Group Manager	IDRAC Group Manager, Disabled	[379-BCQY] / GTVA94K	1
IDRAC,Factory Generated Password	[379-BCRG] / G61PYE9	1	Password	IDRAC,Factory Generated Password	[379-BCRG] / G61PYE9	1
None			IDRAC Service Module	None		
PCIe Riser with Fan with up to 1 FH/HL, x8 PCIe + 1 LP, x4 PCIe Gen3 Slots	[330-BBMH] [384-BBWF] / G71J5VU	1	PCIe Riser	PCIe Riser with Fan with up to 1 FH/HL, x8 PCIe + 1 LP, x4 PCIe Gen3 Slots	[330-BBMH] [384-BBWF] / G71J5VU	1
On-Board Broadcom 5720 Dual Port 1Gb LOM	[542-BBBP] / GZ7VTNS	1	Additional Network Cards	On-Board Broadcom 5720 Dual Port 1Gb LOM	[542-BBBP] / GZ7VTNS	1
None			IDSDM and VFlash Card Reader	None		
None			Internal SD Module	None		
DVD +/-RW, SATA, Internal for Hot Plug Chassis	[429-ABHN] / G6AEUGY	1	Internal Optical Drive	DVD +/-RW, SATA, Internal for Hot Plug Chassis	[429-ABHN] / G6AEUGY	1
Dual, Hot-plug, Redundant Power Supply, 350W	[450-AEUV] / G0FARJY	1	Power Supply	Dual, Hot-plug, Redundant Power Supply, 350W	[450-AEUV] / G0FARJY	1
NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America	[450-AALV] / GPHWFU8	2	Power Cords	NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America	[450-AALV] / GPHWFU8	2

Option	Selection	SKU / Product Code	Quantity			
PowerEdge 1U Standard Bezel	[325-BCHH] [350-BBSD] / GMPFC0B	1	Bezel	PowerEdge 1U Standard Bezel	[325-BCHH] [350-BBSD] / GMPFC0B	1
Performance BIOS Setting	[384-BBBL] / GJO594B	1	BIOS and Advanced System Configuration Settings	Performance BIOS Setting	[384-BBBL] / GJO594B	1
Legacy BIOS Boot mode with GPT for Data Partition	[618-BBCX] / GAKLO9X	1	Advanced System Configurations	Legacy BIOS Boot mode with GPT for Data Partition	[618-BBCX] / GAKLO9X	1
No Rack Rails or Cable Management Arm	[770-BBHJ] / GKFR425	1	Rack Rails	No Rack Rails or Cable Management Arm	[770-BBHJ] / GKFR425	1
No Systems Documentation, No OpenManage DVD Kit	[631-AACK] / GVRYSM7	1	System Documentation	No Systems Documentation, No OpenManage DVD Kit	[631-AACK] / GVRYSM7	1
None			Enabled Virtualization	None		
None			Microsoft SQL Server	None		

SERVICES & SUPPORT

Option	Selection	SKU / Product Code	Quantity			
Basic Next Business Day 12 Months, 12 Month(s)	[709-BBFB] / GBOTH2I	1	Warranty[1]	Basic Next Business Day 12 Months, 12 Month(s)	[709-BBFB] / GBOTH2I	1
None			Extended Services	None		
None			Keep Your Hard Drive for Enterprise Services	None		
None			Keep Your Component for Enterprise Services	None		
No Installation	[900-9997] / NOINSTL	1	Deployment Services	No Installation	[900-9997] / NOINSTL	1
None			Dell Services: On-site Diagnosis Service	None		
None			Configuration Services Asset Report	None		

Also included in this system

The following options and default selections are included with your order.

PowerEdge R340 MLK Motherboard
PowerEdge R340 Shipping
PowerEdge R340 Shipping Material for 3.5" Chassis
Heatsink for 80W or less CPU
2666MT/s UDIMMs
Performance Optimized
None
None
None
None
None

Additional Summary Information

Date Created: Thu May 06 2021 10:09:20 GMT-0500 (Central Daylight Time)

eyJJZCI6MT (TMiwiT3B0cyI6W3siSWQiOiJHSjdXRktZIn1dfSx7IkIkIjoxHjF2LCJPcHPzIjpbeyJJZCI6IkcyT0JPQ0wiPY19XS.wVGkiOiIiLCJEaSI6IiJ9j

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JEFFERSON COUNTY SHERIFF'S OFFICE
Zena Stephens, Sheriff
5030 Hwy 69 S.
Beaumont, TX 77705
(409) 726-2500

Charlie Porter
Chief of Law Enforcement
cporter@co.jefferson.tx.us

John Shauberger
Chief of Corrections
jshauberger@co.jefferson.tx.us

TO: Fran Lee
Jefferson County Auditing Department

FROM: Chief John Shauberger
Jefferson County Sheriff's Office

RE: Transfer Funds FY 2021

DATE: May 10, 2021

Please transfer $300,000 from budget account 120-3062-423-20-03 (Employee's Insurance) to 120-3062-423-10-98 (Overtime Allowance) for Correctional Officer overtime at the Correctional Facility.

Chief John Shauberger

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: May 6, 2021

RE: **Transfer Funds / Repair of Equipment Damaged from Hurricane Imelda**

Precinct # 4 Unit D-6, a 2008 CASE Motorgrader, was in water during Hurricane Imelda. After the storm, the Precinct # 4 mechanic drained and changed all the fluids and filters during maintenance of the equipment. Recently the machine began having problems going forward. We delivered the machine to ASCO for analysis. Their diagnosis was that water got into the gears and rusted it, despite our process of draining the machine following the hurricane. On April 30, 2021, we received an estimate from ASCO and contacted the Auditor regarding this incident.

Please transfer the following into account into account # 114-0405-431.40-18 (Road Machinery) for additional cost of equipment repairs.

- **$33,000** from account # 114-0402-431.30-01 (Asphalt).

Thank you.

EA/nr

MEMORANDUM

TO: COMMISSIONERS COURT

FROM: **FRAN LEE**

SUBJECT: BUDGET TRANSFER

DATE: MAY 12, 2021

The following budget transfer for County Judge is necessary for replacement of computer.

120-1015-413-6002	Capital – Computer Equipment	$1,400	
120-1015-413-5029	Attorney Fees		$1,400

Coronavirus State & Local Fiscal Recovery Funds SLT-0883

Status
Draft

Submission Date

Recipient Information

Recipient Name
Jefferson County, Texas

Recipient's Taxpayer ID Number (9 Digits)
746000291

Recipient's DUNS Number (9 Digits)
010807535

Street Address
1149 Pearl, 7th Floor

City
Beaumont

State/Territory
Texas

Postal Code +4 (xxxxx-xxxx)
77701-3638

Entity Name
Jefferson County_TX

First Name of Authorized Representative for the Government Entity
Jeff

Last Name of Authorized Representative for the Government Entity
Branick

Title of Authorized Representative for the Government Entity
County Judge

Authorized Representative Phone
409-835-8466

Authorized Representative Email
jbranick@co.jefferson.tx.us

Contact Person First Name
Patrick

Contact Person Last Name
Swain

Contact Person Title
County Auditor

Contact Person Phone
409-835-8501

Contact Person Email
pswain@co.jefferson.tx.us

Recipient Type

Type of recipient (choose one):
Local Government

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
TRI-CITY COFFEE SERVICE	95.40	482596	
DAWN DONUTS	52.50	482708	
			147.90**
ROAD & BRIDGE PCT.#1			
MUNRO'S	33.10	482559	
SMART'S TRUCK & TRAILER, INC.	13.50	482578	
SOUTHEAST TEXAS WATER	7.00	482580	
HLAVINKA EQUIPMENT COMPANY	38.28	482658	
ATTABOY TERMITE & PEST CONTROL	10.00	482666	
ADVANCE AUTO PARTS	484.75	482684	
ASCO	2,448.54	482685	
LONE STAR TRENCHER PARTS LLC	121.28	482689	
REPUBLIC SERVICES	38.00	482707	
			3,194.45**
ROAD & BRIDGE PCT.#2			
SPIDLE & SPIDLE	4,885.35	482504	
CITY OF NEDERLAND	51.60	482520	
DYNAMIC POWER SYSTEM, INC.	48.00	482527	
ENTERGY	538.63	482544	
MUNRO'S	20.00	482559	
S.E. TEXAS BUILDING SERVICE	346.66	482579	
AT&T	106.95	482584	
VULCAN MATERIALS CO.	2,737.01	482598	
W. JEFFERSON COUNTY M.W.D.	27.67	482599	
BUMPER TO BUMPER	151.50	482640	
MARTIN PRODUCT SALES LLC	392.00	482650	
SCHEAFFER MFG CO	1,088.94	482691	
MARTIN MARIETTA MATERIALS	245.14	482706	
REPUBLIC SERVICES	76.25	482707	
			10,715.70**
ROAD & BRIDGE PCT. # 3			
SPIDLE & SPIDLE	2,009.63	482504	
AUDILET TRACTOR SALES	404.41	482510	
CERTIFIED LABORATORIES	367.50	482517	
CITY OF PORT ARTHUR - WATER DEPT.	40.20	482519	
FARM & HOME SUPPLY	118.69	482533	
GULF COAST AUTOMOTIVE, INC.	41.96	482542	
MUNRO'S	41.85	482559	
SOUTHERN TIRE MART, LLC	72.50	482604	
TEXAS GAS SERVICE	115.83	482633	
CENTERPOINT ENERGY RESOURCES CORP	42.74	482642	
TEXAS UNDERGROUND INC	690.00	482656	
PARKER LUMBER	132.99	482670	
SAM'S CLUB DIRECT	40.00	482679	
ASCO	104.72	482685	
SCHEAFFER MFG CO	2,245.10	482691	
REPUBLIC SERVICES	38.00	482707	
			6,506.12**
ROAD & BRIDGE PCT.#4			
ENTERGY	17.65	482544	
M&D SUPPLY	514.49	482555	
MUNRO'S	232.57	482559	
OIL CITY TRACTORS, INC.	49.99	482564	
SMART'S TRUCK & TRAILER, INC.	30.92	482578	
SOUTHEAST TEXAS WATER	12.95	482582	
AT&T	85.30	482584	
UNITED STATES POSTAL SERVICE	3.36	482620	
INTERSTATE ALL BATTERY CENTER - BMT	499.80	482665	
ASCO	36,677.91	482685	
REPUBLIC SERVICES	133.50	482707	
TRANSIT & LEVEL CLINIC LLC	50.00	482709	
O'REILLY AUTO PARTS	17.98	482724	
			38,326.42**
ENGINEERING FUND			
VERIZON WIRELESS	201.30	482616	
UNITED STATES POSTAL SERVICE	4.00	482620	
			205.30**
PARKS & RECREATION			

NAME	AMOUNT	CHECK NO.	TOTAL
CITY OF PORT ARTHUR - WATER DEPT.	72.80	482519	
ENTERGY	1,160.82	482544	
RITTER @ HOME	11.97	482570	
			1,245.59**
GENERAL FUND			
TAX OFFICE			
OFFICE DEPOT	358.03	482563	
TRIANGLE COMPUTER & TELEPHONE	64.00	482594	
CDW COMPUTER CENTERS, INC.	666.48	482606	
UNITED STATES POSTAL SERVICE	796.89	482620	
			1,885.40*
COUNTY HUMAN RESOURCES			
MOORMAN & ASSOCIATES, INC.	340.00	482558	
OFFICE DEPOT	207.56	482563	
SIERRA SPRING WATER CO. - BT	52.39	482623	
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	235.00	482713	
			834.95*
AUDITOR'S OFFICE			
OFFICE DEPOT	169.85	482563	
UNITED STATES POSTAL SERVICE	1.71	482620	
			171.56*
COUNTY CLERK			
OFFICE DEPOT	129.41	482563	
UNITED STATES POSTAL SERVICE	268.20	482620	
RICOH USA INC	248.39	482681	
ZULY ZURITA	12.00	482726	
			658.00*
COUNTY JUDGE			
LAIRON DOWDEN, JR.	500.00	482525	
UNITED STATES POSTAL SERVICE	1.71	482620	
LEXISNEXIS- ACCURINT	96.54	482668	
JEFFERSON COUNTY CREDIT CARDS	240.00	482673	
JAN GIROUARD & ASSOCIATES LLC	200.00	482711	
			1,038.25*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	.86	482620	
			.86*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	70.66	482620	
			70.66*
PRINTING DEPARTMENT			
OFFICE DEPOT	641.97	482563	
BOSWORTH PAPERS	1,283.94	482743	
			1,925.91*
PURCHASING DEPARTMENT			
BEAUMONT ENTERPRISE	1,396.41	482530	
THE EXAMINER	188.75	482531	
UNITED STATES POSTAL SERVICE	16.00	482620	
			1,601.16*
GENERAL SERVICES			
B&L MAIL PRESORT SERVICE	914.38	482511	
GREATER BMT. CHAMBER OF COMMERCE	481.25	482512	
CASA	30,000.00	482516	
CURTIS 1000, INC.	561.00	482522	
CASH ADVANCE ACCOUNT	25.00	482551	
OFFICE DEPOT	449.90	482563	
TIME WARNER COMMUNICATIONS	2,442.76	482587	
TEXAS WILDLIFE DAMAGE MGMT FUND	2,700.00	482591	
TRIANGLE COMPUTER & TELEPHONE	25.00	482594	
JEFFERSON COUNTY CREDIT CARDS	412.29	482673	
BOSWORTH PAPERS	4,200.00	482743	
			42,211.58*
DATA PROCESSING			

NAME	AMOUNT	CHECK NO.	TOTAL
CDW COMPUTER CENTERS, INC.	421.85	482606	
MICHAEL BAIN	365.12	482655	
SHELDON JENKINS	274.96	482738	
			1,061.93*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	259.50	482620	
			259.50*
ELECTIONS DEPARTMENT			
ULINE SHIPPING SUPPLY SPECIALI	97.09	482597	
JEFFERSON COUNTY CREDIT CARDS	110.00	482673	
			207.09*
DISTRICT ATTORNEY			
DALLAS CHILDRENS ADVOCACY CENTER	400.00	482523	
CASH ADVANCE ACCOUNT	55.00	482551	
OFFICE DEPOT	370.81	482563	
UNITED STATES POSTAL SERVICE	175.05	482620	
FUNCTION 4 LLC	435.60	482716	
LAUREN KEMP	162.36	482721	
			1,598.82*
DISTRICT CLERK			
OFFICE DEPOT	270.57	482563	
TRI-CITY COFFEE SERVICE	276.90	482596	
UNITED STATES POSTAL SERVICE	288.17	482620	
JEFFERSON COUNTY CREDIT CARDS	165.79	482673	
			1,001.43*
CRIMINAL DISTRICT COURT			
DAVID GROVE	8,750.00	482505	
DONALD W. DUESLER & ASSOC.	8,750.00	482526	
EDWARD B. GRIPON, M.D., P.A.	1,190.00	482541	
OFFICE DEPOT	151.72	482563	
KEVIN PAULA SEKALY PC	8,750.00	482574	
KEVIN S. LAINE	4,375.00	482605	
STEVEN GREENE	877.86	482692	
			32,844.58*
58TH DISTRICT COURT			
JEFFERSON COUNTY CREDIT CARDS	99.00	482673	
			99.00*
60TH DISTRICT COURT			
OFFICE DEPOT	6.06	482563	
THOMSON REUTERS-WEST	180.00	482687	
			173.94*
136TH DISTRICT COURT			
OFFICE DEPOT	248.28	482563	
UNITED STATES POSTAL SERVICE	.86	482620	
LEXIS-NEXIS	76.00	482621	
BAYLOR WORTHAM	265.00	482649	
THOMSON REUTERS-WEST	45.36	482687	
			635.50*
252ND DISTRICT COURT			
EDWARD B. GRIPON, M.D., P.A.	1,785.00	482541	
KEVIN S. LAINE	4,375.00	482605	
UNITED STATES POSTAL SERVICE	17.76	482620	
			6,177.76*
279TH DISTRICT COURT			
MEL W. SHELANDER	1,500.00	482575	
			1,500.00*
317TH DISTRICT COURT			
PHILLIP DOWDEN	350.00	482509	
ANITA F. PROVO	550.00	482569	
CHARLES ROJAS	450.00	482607	
GLEN M. CROCKER	150.00	482627	
LANGSTON ADAMS	1,050.00	482632	

NAME	AMOUNT	CHECK NO.	TOTAL
JOEL WEBB VAZQUEZ	150.00	482639	
LINDSAY LAW FIRM, PLLC	300.00	482674	
BRITTANIE HOLMES	1,950.00	482680	
			4,950.00*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	22.14	482620	
LEXISNEXIS- ACCURINT	96.54	482668	
			118.68*
JUSTICE COURT-PCT 1 PL 2			
OFFICE DEPOT	377.37	482563	
UNITED STATES POSTAL SERVICE	513.57	482620	
LEXISNEXIS- ACCURINT	96.54	482668	
			987.48*
JUSTICE COURT-PCT 2			
OFFICE DEPOT	93.49	482563	
FUNCTION 4 LLC	116.74	482716	
			23.25*
JUSTICE COURT-PCT 4			
AT&T	85.30	482585	
			85.30*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	35.96	482620	
LEXISNEXIS- ACCURINT	96.54	482668	
			132.50*
JUSTICE COURT-PCT 7			
LEXISNEXIS- ACCURINT	96.54	482668	
JEFFERSON COUNTY CREDIT CARDS	342.83	482673	
			439.37*
JUSTICE OF PEACE PCT. 8			
LEXISNEXIS- ACCURINT	97.04	482668	
			97.04*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	1.71	482620	
LEXIS-NEXIS	83.00	482621	
SIERRA SPRING WATER CO. - BT	76.26	482622	
			160.97*
COUNTY COURT AT LAW NO. 2			
DONALD W. DUESLER & ASSOC.	300.00	482526	
A. MARK FAGGARD	500.00	482532	
JOHN E MACEY ATTORNEY AT LAW PLLC	250.00	482556	
UNITED STATES POSTAL SERVICE	11.13	482620	
LANGSTON ADAMS	250.00	482632	
ANTOINE FREEMAN	300.00	482660	
MATUSKA LAW FIRM	650.00	482697	
BYNUM LAW PLLC	300.00	482740	
			2,561.13*
COUNTY COURT AT LAW NO. 3			
TODD W LEBLANC	400.00	482503	
MARVA PROVO	250.00	482568	
UNITED STATES POSTAL SERVICE	17.23	482620	
LANGSTON ADAMS	300.00	482632	
TURK LAW FIRM	250.00	482682	
MATUSKA LAW FIRM	700.00	482697	
HIGGINBOTHAM INSURANCE AGENCY INC	213.00	482701	
THE SAMUEL FIRM, PLLC	300.00	482731	
BYNUM LAW PLLC	250.00	482740	
			2,680.23*
COURT MASTER			
UNITED STATES POSTAL SERVICE	4.84	482620	
THOMSON REUTERS-WEST	468.00	482687	
			472.84*
MEDIATION CENTER			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	2.14	482620	
			2.14*
SHERIFF'S DEPARTMENT			
CARPENTER'S TIME CENTER INC.	231.11	482515	
FAST SIGNS, INC.	9.00	482534	
FED EX	51.44	482536	
ENTERGY	510.74	482544	
CASH ADVANCE ACCOUNT	946.30	482551	
MOORMAN & ASSOCIATES, INC.	1,020.00	482558	
SAM'S WESTERN WEAR, INC.	257.23	482572	
AT&T	142.60	482584	
UNITED STATES POSTAL SERVICE	614.55	482620	
BEAUMONT OCCUPATIONAL SERVICE, INC.	104.85	482630	
JEFFERSON COUNTY CREDIT CARDS	1,674.18	482673	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	323.14	482695	
TRANSUNION RISK AND ALTERNATIVE	575.30	482700	
GALLS LLC	6,925.70	482705	
REPUBLIC SERVICES	38.00	482707	
3L PRINTING COMPANY	25.00	482710	
TND WORKWEAR CO LLC	90.00	482717	
THE MONOGRAM SHOP	33.00	482718	
			13,572.14*
CRIME LABORATORY			
SIGMA-ALDRICH, INC.	61.90	482502	
AGILENT TECHNOLOGIES	225.46	482506	
FED EX	32.66	482537	
FISHER SCIENTIFIC	325.20	482538	
OFFICE DEPOT	198.57	482563	
SANITARY SUPPLY, INC.	111.08	482573	
SOUTHEAST TEXAS WATER	277.85	482581	
THERMAL SCIENTIFIC, INC.	193.03	482593	
ULINE SHIPPING SUPPLY SPECIALI	311.80	482597	
THREADS	52.00	482617	
LIPOMED	68.40	482671	
JEFFERSON COUNTY CREDIT CARDS	55.82	482673	
ANSI-ASQ NAT ACCREDITATION BOARD	2,250.00	482725	
AIRGAS USA, LLC	257.89	482727	
			4,421.66*
JAIL - NO. 2			
CITY OF BEAUMONT - WATER DEPT.	16.00	482518	
GT DISTRIBUTORS, INC.	543.75	482539	
ENTERGY	698.33	482544	
M&D SUPPLY	83.16	482555	
OFFICE DEPOT	1,310.28	482563	
SHERWIN-WILLIAMS	506.50	482577	
AT&T	1,446.96	482584	
TEXAS JAIL ASSOCIATION	1,130.00	482592	
WHOLESALE ELECTRIC SUPPLY CO.	654.84	482601	
STEVE MORGAN	24.48	482624	
NORTH SHORE SUPPLY COMPANY	1,282.00	482637	
INTERCONTINENTAL JET CORP	267.00	482641	
RUTTY & MORRIS LLC	95.00	482657	
ALLIED ELECTRICAL SYSTEMS&SOLUTIONS	151.44	482664	
WORLD FUEL SERVICES	2,500.11	482667	
MATERA PAPER COMPANY INC	192.18	482686	
JOHN CHATELAIN II	15.69	482688	
24 HR SAFETY LLC	60.00	482698	
GALLS LLC	2,548.68	482705	
REPUBLIC SERVICES	5,775.38	482707	
THE MONOGRAM SHOP	30.00	482718	
CORRHEALTH LLC	379,646.12	482723	
			398,977.90*
JUVENILE PROBATION DEPT.			
EDWARD B. GRIPON, M.D., P.A.	900.00	482541	
CHERYL TARVER	22.40	482603	
UNITED STATES POSTAL SERVICE	27.21	482620	
LYNN BIERHALTER	112.00	482647	
			1,061.61*
JUVENILE DETENTION HOME			

NAME	AMOUNT	CHECK NO.	TOTAL
ENTERGY	3,798.45	482544	
HYDRO-CLEAN SERVICES, INC.	560.00	482547	
OVERHEAD DOOR CO.	263.75	482565	
SANITARY SUPPLY, INC.	1,524.82	482573	
CHARMTEX INC.	978.00	482636	
REPUBLIC SERVICES	476.00	482707	
VEQUAL ROBERTS	1,100.00	482742	
			8,701.02*
CONSTABLE PCT 1			
UNITED STATES POSTAL SERVICE	89.71	482620	
GALLS LLC	3,683.00	482705	
			3,772.71*
CONSTABLE-PCT 2			
COTTON CARGO	84.00	482735	
			84.00*
CONSTABLE-PCT 4			
AT&T	42.65	482584	
DISH NETWORK	72.64	482653	
			115.29*
CONSTABLE-PCT 6			
UNITED STATES POSTAL SERVICE	2.14	482620	
WATCH GUARD VIDEO	2,730.00	482659	
LEXISNEXIS- ACCURINT	96.54	482668	
			2,828.68*
CONSTABLE PCT. 7			
US POSTAL SERVICE	325.00	482628	
SILSBEE FORD INC	2,113.24	482694	
			2,438.24*
COUNTY MORGUE			
FORENSIC MEDICAL	86,100.00	482729	
			86,100.00*
AGRICULTURE EXTENSION SVC			
OFFICE DEPOT	8.99	482563	
JEFFERSON COUNTY CREDIT CARDS	18.41	482673	
DAVID OATES	145.60	482712	
CORENA N FITZGERALD	169.16	482732	
			342.16*
HEALTH AND WELFARE NO. 1			
OFFICE DEPOT	27.98	482563	
UNITED STATES POSTAL SERVICE	69.39	482620	
LEXISNEXIS- ACCURINT	136.50	482668	
			177.91*
HEALTH AND WELFARE NO. 2			
CLAYBAR FUNERAL HOME, INC.	2,080.00	482521	
KIRKSEY'S SPRINT PRINTING	97.62	482553	
OFFICE DEPOT	113.49	482563	
CLEAN HARBORS ENVIROMENTAL SERVICES	76.05	482634	
LEXISNEXIS- ACCURINT	136.50	482668	
			2,503.66*
INDIGENT MEDICAL SERVICES			
CARDINAL HEALTH 110 INC	1,587.68	482690	
			1,587.68*
MAINTENANCE-BEAUMONT			
MARK'S PLUMBING PARTS	643.38	482501	
BINSWANGER GLASS CO.	10.00	482514	
ECOLAB	209.95	482528	
W.W. GRAINGER, INC.	407.87	482540	
M&D SUPPLY	196.95	482555	
MUSTANG CAT	446.16	482560	
RALPH'S INDUSTRIAL ELECTRONICS	77.65	482571	
SANITARY SUPPLY, INC.	1,731.78	482573	
ACE IMAGEWEAR	224.45	482576	

NAME	AMOUNT	CHECK NO.	TOTAL
S.E. TEXAS BUILDING SERVICE	25,381.80	482579	
WORTH HYDROCHEM	265.00	482602	
LANDSCAPER'S WHOLESALE MARKET	34.35	482675	
REPUBLIC SERVICES	1,428.00	482707	
			31,057.34*
MAINTENANCE-PORT ARTHUR			
W.W. GRAINGER, INC.	206.08	482540	
ENTERGY	4,867.93	482544	
S.E. TEXAS BUILDING SERVICE	8,774.98	482579	
TOTAL SAFETY, INC.	490.00	482608	
SOLAR	614.09	482626	
PARKER LUMBER	144.68	482670	
JEFFERSON COUNTY CREDIT CARDS	839.94	482673	
			15,937.70*
MAINTENANCE-MID COUNTY			
CITY OF NEDERLAND	38.16	482520	
ENTERGY	1,737.42	482544	
SANITARY SUPPLY, INC.	155.66	482573	
S.E. TEXAS BUILDING SERVICE	4,341.67	482579	
TIME WARNER COMMUNICATIONS	49.94	482589	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	12.95	482702	
REPUBLIC SERVICES	76.25	482707	
			6,412.05*
SERVICE CENTER			
SPIDLE & SPIDLE	21,504.88	482504	
J.K. CHEVROLET CO.	166.80	482548	
KINSEL FORD, INC.	3,169.27	482552	
M&D SUPPLY	85.95	482555	
PHILPOTT MOTORS, INC.	865.71	482566	
AT&T	71.30	482584	
JEFFERSON CTY. TAX OFFICE	7.50	482610	
JEFFERSON CTY. TAX OFFICE	7.50	482611	
JEFFERSON CTY. TAX OFFICE	7.50	482612	
JEFFERSON CTY. TAX OFFICE	7.50	482613	
JEFFERSON CTY. TAX OFFICE	7.50	482614	
JEFFERSON CTY. TAX OFFICE	7.50	482615	
SHI GOVERNMENT SOLUTIONS, INC.	383.91	482625	
PUMP TEX, INC.	1,565.10	482629	
VOYAGER FLEET SYSTEM, INC.	21,135.12	482635	
BUMPER TO BUMPER	643.41	482640	
AIRPORT GULF TOWING LLC	125.00	482645	
ROBERT'S TEXACO XPRESS LUBE	35.00	482662	
AMERICAN TIRE DISTRIBUTORS	529.36	482663	
JEFFERSON COUNTY CREDIT CARDS	15.98	482673	
MIGHTY OF SOUTHEAST TEXAS	69.10	482676	
CARR'S UNLOCKING COMPANY	350.00	482704	
REPUBLIC SERVICES	76.25	482707	
CINTAS CORPORATION	23.06	482714	
MIDNIGHT AUTO	79.95	482715	
REXEL USA INC	102.04	482722	
			51,042.19*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	4.60	482620	
			4.60*
			739,807.35**
MOSQUITO CONTROL FUND			
W.W. GRAINGER, INC.	191.81	482540	
ENTERGY	415.04	482544	
JACK BROOKS REGIONAL AIRPORT	419.85	482549	
MUNRO'S	167.43	482559	
SANITARY SUPPLY, INC.	143.51	482573	
AERO PERFORMANCE	260.64	482696	
REPUBLIC SERVICES	76.25	482707	
O'REILLY AUTO PARTS	61.14	482724	
CY-FAIR TIRE	24.50	482734	
			1,760.17**
FEMA EMERGENCY			

NAME	AMOUNT	CHECK NO.	TOTAL
S.E. TEXAS BUILDING SERVICE	6,400.00	482579	
VULCAN MATERIALS CO.	16,405.96	482598	
REPUBLIC SERVICES	12,685.00	482707	
SOUTHEAST TEXAS PLUMBING INC	14,433.64	482719	
JORDYN ROBERTS	360.00	482737	
			50,284.60**
BREATH ALCOHOL TESTING			
CASH ADVANCE ACCOUNT	428.16	482551	
			428.16**
J.C. FAMILY TREATMENT			
CASH ADVANCE ACCOUNT	858.10	482551	
			858.10**
SECURITY FEE FUND			
ALLIED UNIVERSAL SECURITY SERVICES	9,512.96	482736	
			9,512.96**
LAW LIBRARY FUND			
THOMSON REUTERS-WEST	108.00	482687	
			108.00**
EMPG GRANT			
SOUTHEAST TEXAS WATER	27.95	482583	
JEFFERSON COUNTY CREDIT CARDS	99.62	482673	
			127.57**
JUVENILE PROB & DET. FUND			
JEFFERSON CTY. DISTRICT CLERK	300.00	482550	
VERIZON WIRELESS	65.47	482616	
EVERYDAY LIFE INC	8,321.10	482648	
			8,686.57**
GRANT A STATE AID			
OFFICE DEPOT	83.97	482563	
TCSI, LLC	11,916.40	482739	
			12,000.37**
COMMUNITY SUPERVISION FND			
TIME WARNER COMMUNICATIONS	116.60	482588	
UNITED STATES POSTAL SERVICE	62.92	482620	
			179.52**
JEFF. CO. WOMEN'S CENTER			
M&D SUPPLY	30.55	482555	
KIM MCKINNEY, LPC, LMFT	150.00	482557	
OFFICE DEPOT	238.60	482563	
PREMIUM PLUMBING	164.58	482567	
TIME WARNER COMMUNICATIONS	47.49	482586	
TEXAS ASSN. OF COUNTIES - RISK	1,442.00	482590	
TEXAS FIRE & COMMUNICATIONS	90.00	482609	
TOWER COMMUNICATIONS, INC.	60.00	482618	
BEN E KEITH FOODS	1,143.31	482638	
SAM'S CLUB DIRECT	139.76	482679	
MATERA PAPER COMPANY INC	258.63	482686	
REPUBLIC SERVICES	95.25	482707	
			3,860.17**
MENTALLY IMPAIRED OFFEND.			
TEXAS ASSN. OF COUNTIES - RISK	369.00	482590	
			369.00**
COMMUNITY CORRECTIONS PRG			
M&D SUPPLY	84.62	482555	
TEXAS ASSN. OF COUNTIES - RISK	1,242.00	482590	
SAM'S CLUB DIRECT	83.07	482679	
			1,409.69**
DRUG DIVERSION PROGRAM			
TEXAS ASSN. OF COUNTIES - RISK	1,000.00	482590	
			1,000.00**
JAG GRANTS			

NAME	AMOUNT	CHECK NO.	TOTAL
DELL MARKETING L.P.	8,493.16	482524	
SHERIFF'S TRAINING GRANT			8,493.16**
ENTERPRISE RENT A CAR COMPANY	675.00	482699	
LAW OFFICER TRAINING GRT			675.00**
GT DISTRIBUTORS, INC.	1,336.59	482539	
W.W. GRAINGER, INC.	565.23	482540	
ENTERGY	203.07	482544	
PRINT JUNKIES INK	566.00	482703	
SCAAP GRANT			2,670.89**
SHI GOVERNMENT SOLUTIONS, INC.	790.74	482625	
REGIONAL COMM. SAVNS			790.74**
CDW COMPUTER CENTERS, INC.	2,181.29	482606	
COUNTY RECORDS MANAGEMENT			2,181.29**
UNITED STATES POSTAL SERVICE	1.53	482620	
HHM & ASSOCIATES, INC.	3,110.28	482744	
HOTEL OCCUPANCY TAX FUND			3,111.81**
MUNRO'S	155.83	482559	
TRI-CITY COFFEE SERVICE	62.35	482596	
UNITED STATES POSTAL SERVICE	17.65	482620	
DISH NETWORK	130.67	482654	
REPUBLIC SERVICES	76.25	482707	
REXEL USA INC	18.02	482722	
CRIME LAB FUNDING CJD			460.77**
AGILENT TECHNOLOGIES	423.65	482506	
CAPITAL PROJECTS FUND			423.65**
SE TEX CONSTRUCTION CORPORATION	23,051.41	482651	
MK CONSTRUCTORS	79,900.00	482678	
COASTAL RESTORATION PRJCT			102,951.41**
TIM RICHARDSON	9,000.00	482693	
AIRPORT FUND			9,000.00**
SPIDLE & SPIDLE	2,254.91	482504	
TEEX	1,450.00	482507	
FJORD AVIATION FUELING	440.12	482508	
BEAUMONT TRACTOR COMPANY	239.84	482513	
EASTEX RUBBER & GASKET	10.00	482529	
FED EX	132.16	482535	
W.W. GRAINGER, INC.	26.70	482540	
ENTERGY	9,735.38	482546	
LOUIS' YAZOO SALES & SERVICE, LLC	333.60	482554	
MUNRO'S	163.30	482559	
RITTER @ HOME	25.98	482570	
RALPH'S INDUSTRIAL ELECTRONICS	1.94	482571	
SANITARY SUPPLY, INC.	433.65	482573	
SHERWIN-WILLIAMS	304.31	482577	
AT&T	279.56	482584	
TRI-CITY FASTENER & SUPPLY	21.84	482595	
TRI-CITY COFFEE SERVICE	207.45	482596	
WHITE TUCKER COMPANY INC	811.95	482600	
UNITED STATES POSTAL SERVICE	.86	482620	
LOWE'S HOME CENTERS, INC.	1,173.80	482631	
CLEAN HARBORS ENVIROMENTAL SERVICES	79.46	482634	
DISH NETWORK	119.15	482652	
ROBERT'S TEXACO XPRESS LUBE	7.00	482662	

NAME	AMOUNT	CHECK NO.	TOTAL
CRAWFORD ELECTRIC SUPPLY COMPANY	63.67	482683	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	252.65	482695	
REPUBLIC SERVICES	305.00	482707	
TITAN AVIATION FUELS	67,961.16	482728	
BEARCOM / KAY ELECTRONICS	90.00	482733	
CY-FAIR TIRE	2,846.18	482734	
JM TEST SYSTEMS, INC	255.00	482741	
			89,973.22**
AIRPORT IMPROVE. GRANTS			
GARVER LLC	18,018.00	482669	
			18,018.00**
SE TX EMP. BENEFIT POOL			
STANDARD INSURANCE COMPANY	24,704.96	482644	
RELIANCE STANDARD LIFE INSURANCE	6,078.94	482646	
EXPRESS SCRIPTS INC	155,174.39	482720	
NEUROMUSCULAR CORPORATE SOLUTIONS	15,300.00	482730	
			201,258.29**
SETEC FUND			
INDUSTRIAL & COMMERCIAL MECHANICAL	1,652.00	482677	
REPUBLIC SERVICES	2,350.00	482707	
			4,002.00**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	1,519.78	482643	
			1,519.78**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	13,315.00	482482	
CLEAT	306.00	482483	
JEFFERSON CTY. TREASURER	15,174.13	482484	
RON STADTMUELLER - CHAPTER 13	182.31	482485	
INTERNAL REVENUE SERVICE	208.00	482486	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	4,020.00	482487	
JEFFERSON CTY. COMMUNITY SUP.	9,190.86	482488	
JEFFERSON CTY. TREASURER - HEALTH	528,355.14	482489	
JEFFERSON CTY. TREASURER - GENERAL	10.00	482490	
JEFFERSON CTY. TREASURER - PAYROLL	1,823,615.29	482491	
JEFFERSON CTY. TREASURER - PAYROLL	631,727.72	482492	
MONY LIFE INSURANCE OF AMERICA	72.54	482493	
POLICE & FIRE FIGHTERS' ASSOCIATION	1,750.44	482494	
JEFFERSON CTY. TREASURER - TCDRS	724,076.49	482495	
JEFFERSON COUNTY TREASURER	2,876.60	482496	
JEFFERSON COUNTY - TREASURER -	7,875.91	482497	
NECHES FEDERAL CREDIT UNION	35,534.07	482498	
JEFFERSON COUNTY - NATIONWIDE	67,629.61	482499	
INVESCO INVESTMENT SERVICES, INC	1,094.99	482500	
JEFFERSON CTY. TREASURER - PAYROLL	68,598.25	482745	
			3,935,613.35**
APPELLATE JUDICIAL SYSTEM			
9TH COURT OF APPEALS	2,170.00	482661	
			2,170.00**
MARINE DIVISION			
ENTERGY	771.04	482544	
JACK BROOKS REGIONAL AIRPORT	241.68	482549	
AT&T	90.96	482584	
VERIZON WIRELESS	531.86	482616	
JEFFERSON COUNTY CREDIT CARDS	1,398.00	482673	
GALLS LLC	990.00	482705	
			4,023.54**
			5,278,070.61***

THURMAN BILL BARTIE, MAYOR
CHARLOTTE MOSES, MAYOR PRO TEM

COUNCIL MEMBERS:
INGRID HOLMES
CAL J. JONES
THOMAS J. KINLAW, III
KENNETH MARKS
DONALD RAY FRANK, SR.

City of Port Arthur Texas

RONALD BURTON
CITY MANAGER

VAL TIZENO
CITY ATTORNEY

SHERRI BELLARD
CITY SECRETARY

May 6, 2021

Jefferson County
1149 Pearl Street
Beaumont, Texas 77701-3638

RE: Properties sold at March 2, 2021 Sheriff's Sale.

Dear Jefferson County,

Enclosed are Demolition Waivers on properties that were sold at the March 2, 2021 Sheriff's Sale. Please sign it in the presence of a Notary Public, and return it with a copy of your **Recorded Deed** and **driver's license** (for each waiver).

If you have any questions, please do not hesitate to call me at (409) 983-8209.

Sincerely,

Darlene Thomas-Pierre
Code Compliance Manager

DEMOLITION WAIVER

City of Port Arthur
Community Development Department—Demolition Division
340 E. 4th Street, Suite 700/P. O. Box 1089, Port Arthur, TX 77641-1089
(409) 983-8209/(409) 983-8250

I, Jefferson County, am the owner of a Residence
(Owner's Name) (Description of Building(s)

at 1128 E. 15th Street, legally described as Lot 3 Block 423, City of Port Arthur
(Street Address) (Legal Description)

I hereby give my consent, without the necessity of a public hearing, to the City of Port Arthur to demolish the above described building(s) and to clear the above described property of all weeds, rubbish, trash and debris. The City of Port Arthur may use its own personal equipment to do such work, or the City may hire or otherwise engage others and the equipment of others, for such purpose. I also hereby consent to the filing of a lien against the above described property for all costs incurred by the City of Port Arthur in connection with such demolition provided that such costs do not exceed the actual amount.

Signature(s):

Mailing Address: 449 Pearl, 4th Floor, Beaumont, TX 77701

Telephone Number(s): (409) - 835-8466

SUBSCRIBED AND SWORN BEFORE ME THIS 18th DAY OF May, 2021

Loma George
NOTARY PUBLIC IN AND FOR JEFFERSON COUNTY, TEXAS

MY COMMISSION EXPIRES: 02-07-2023

NOTARY PUBLIC STATE OF TEXAS
LOMA C GEORGE
Notary Public, State of Texas
Comm. Expires 02-07-2023
Notary ID# 419409-9

Account Status

Prev.Acc... | Next Acco... | Prev.Owner | Next Owner | Acct History | Acct Summary | Notes | Documents | Go To:

CELLIS
ACT8006 v1.289

ACCOUNT NO(05340000047350000000): YEAR = 2020, LEGAL STATUS = STRUCK OFF, CAUSE NUMBER = D205207

05/06/2021 15:50:45
ACTJC

STATUS DETAIL | Expand Fees | Summary

Account Information

Account No. 053400-000/473500-00000 Roll Code REAL PROPERT

Certified Owner JEFFERSON COUNTY

Parcel Address 1128 15TH ST

Amount Due as of 05/06/2021 Owner No. 0

Tax Units

Tax Unit Description

List of Tax Units

1 9 35 43 51 55 60

AG INCLUDED | Remove Fees | Countywide

Tax Unit,Yr, Rec. Type

Tax Unit

Year

Rec. Type

Multi Select

Amount Due/Paid Information

Year	Appr. Value	H	O	V	D		Base Levy	Paid Levy	Write-Off	Remaining Levy	Fees	Refund	Amount Due
2020	$24,024			0			$796.22	$.00	$.00	$796.22	$238.46	$.00	$1,034.68
2019	$22,050			0			$714.73	$.00	$.00	$714.73	$383.09	$.00	$1,097.82
2018	$20,430			0			$651.12	$.00	$.00	$651.12	$442.76	$.00	$1,093.88
2017	$20,430			0			$633.09	$.00	$.00	$633.09	$521.66	$.00	$1,154.75
2016	$20,430			0			$598.46	$.00	$.00	$598.46	$579.31	$.00	$1,177.77
2015	$20,430			0			$597.32	$.00	$.00	$597.32	$664.23	$.00	$1,261.55
2014	$20,430			0			$609.81	$.00	$.00	$609.81	$765.92	$.00	$1,375.73
2013	$22,580			0			$644.45	$.00	$.00	$644.45	$902.23	$.00	$1,546.68
2012	$22,580			0			$633.73	$.00	$.00	$633.73	$978.48	$.00	$1,612.21
						Totals	$13,728.04	$6,321.08	$.00	$7,406.96	$9,476.92	$.00	$15,576.11

Last Payment Date

Last Payer

Alert | SIT Payments

1128 15th STREET
RESIDENCE
NO TRANSITE

Remove all concrete including front sidewalk, driveway, and slab under structure

Leave city sidewalk, driveway apron

Remove all trash and debris

Cut grass and underbrush

Backfill with dirt and level

1128 E. 15th Street

1128 E. 15th Street

DEMOLITION WAIVER

City of Port Arthur
Community Development Department—Demolition Division
340 E. 4th Street, Suite 700/P. O. Box 1089, Port Arthur, TX 77641-1089
(409) 983-8209/(409) 983-8250

I, Jefferson County, am the owner of a Residence/Garage/Carport
(Owner's Name) (Description of Building(s)

at 1517 Stilwell Boulevard, legally described as Lot 4 Block 397, City of Port Arthur
(Street Address) (Legal Description)

.

I hereby give my consent, without the necessity of a public hearing, to the City of Port Arthur to demolish the above described building(s) and to clear the above described property of all weeds, rubbish, trash and debris. The City of Port Arthur may use its own personal equipment to do such work, or the City may hire or otherwise engage others and the equipment of others, for such purpose. I also hereby consent to the filing of a lien against the above described property for all costs incurred by the City of Port Arthur in connection with such demolition provided that such costs do not exceed the actual amount.

Signature(s): [signature]

Mailing Address: 1149 Pearl, 4th Floor, Beaumont, Tx 77701

Telephone Number(s): (409)-835-8466

SUBSCRIBED AND SWORN BEFORE ME THIS 18th DAY OF May, 2021

[signature]
NOTARY PUBLIC IN AND FOR JEFFERSON COUNTY, TEXAS

MY COMMISSION EXPIRES: 02-07-2023

LOMA C GEORGE
Notary Public, State of Texas
Comm. Expires 02-07-2023

Account Status

Prev.Acc... | Next Acco... | Prev.Owner | Next Owner | Acct History | Acct Summary | Notes | Documents | Go To:

CELLIS
ACT8006 v1.289

ACCOUNT NO(05340000044540000000): YEAR = 2020, LEGAL STATUS = STRUCK OFF, CAUSE NUMBER = F204853

05/06/2021 15:52:12
ACTJC

STATUS DETAIL | Expand Fees | Summary

Account Information

Account No. 053400-000/445400-00000 Roll Code REAL PROPER

Certified Owner JEFFERSON COUNTY

Parcel Address 1517 STILWELL BLVD

Amount Due as of 05/06/2021 Owner No. 0

Tax Units

Tax Unit Description

List of Tax Units

1 | 9 | 35 | 43 | 51 | 55

AG INCLUDED | Remove Fees | Countywide

Tax Unit,Yr, Rec. Type

Tax Unit

Year

Rec. Type

Multi Select

Amount Due/Paid Information

Year	Appr. Value	H	O	V	D		Base Levy	Paid Levy	Write-Off	Remaining Levy	Fees	Refund	Amount Due
2020	$26,002			0			$861.77	$.00	$.00	$861.77	$258.12	$.00	$1,119.89
2019	$21,360			0			$692.36	$.00	$.00	$692.36	$371.13	$.00	$1,063.49
2018	$19,810			0			$631.37	$.00	$.00	$631.37	$429.33	$.00	$1,060.70
2017	$19,810			0			$613.88	$.00	$.00	$613.88	$505.86	$.00	$1,119.74
2016	$19,810			0			$580.29	$.00	$.00	$580.29	$561.73	$.00	$1,142.02
2015	$19,810			0			$579.20	$.00	$.00	$579.20	$644.07	$.00	$1,223.27
2014	$19,810			0			$591.30	$.00	$.00	$591.30	$742.67	$.00	$1,333.97
2013	$19,810			0			$565.41	$.00	$.00	$565.41	$791.57	$.00	$1,356.98
2012	$19,790			0			$555.42	$.00	$.00	$555.42	$857.58	$.00	$1,413.00
						Totals	$9,518.96	$578.67	$.00	$8,940.29	$11,581.24	$.00	$20,521.53

Last Payment Date

Last Payer

Alert

SIT Payments

From:
Sent:
To:
Subject: [NON-CoPA] 1517 Stilwell

Sent from my iPhone

DEMOLITION WAIVER

City of Port Arthur
Community Development Department—Demolition Division
340 E. 4th Street, Suite 700/P. O. Box 1089, Port Arthur, TX 77641-1089
(409) 983-8209/(409) 983-8250

I, Jefferson County, (Owner's Name) am the owner of a Residence/Garage (Description of Building(s))

at 1627 17th Street, (Street Address) legally described as Lot 10 Block 384, City of Port Arthur (Legal Description)

I hereby give my consent, without the necessity of a public hearing, to the City of Port Arthur to demolish the above described building(s) and to clear the above described property of all weeds, rubbish, trash and debris. The City of Port Arthur may use its own personal equipment to do such work, or the City may hire or otherwise engage others and the equipment of others, for such purpose. I also hereby consent to the filing of a lien against the above described property for all costs incurred by the City of Port Arthur in connection with such demolition provided that such costs do not exceed the actual amount.

Signature(s): [signature]

Mailing Address: 1149 Pearl, 4th Floor, Beaumont, Tx 77701

Telephone Number(s): (409) - 835-8466

SUBSCRIBED AND SWORN BEFORE ME THIS 18th DAY OF May, 2021

[signature]
NOTARY PUBLIC IN AND FOR JEFFERSON COUNTY, TEXAS

MY COMMISSION EXPIRES: 02-07-2023

NOTARY PUBLIC STATE OF TEXAS
LOMA C GEORGE
Notary Public, State of Texas
Comm. Expires 02-07-2023
Notary ID# 419109-9

Account Status

Prev.Acc... | Next Acco... | Prev.Owner | Next Owner | Acct History | Acct Summary | Notes | Documents | Go To:

CELLIS
ACT8006 v1.289

ACCOUNT NO(053400000043240000000): YEAR = 2020, LEGAL STATUS = STRUCK OFF, CAUSE NUMBER = A204874

05/06/2021 15:53:00
ACTJC

STATUS DETAIL | Expand Fees | Summary

Account Information

Account No. 053400-000/432400-00000 Roll Code REAL PROPERT

Certified Owner JEFFERSON COUNTY

Parcel Address 1627 17TH ST

Amount Due as of 05/06/2021 Owner No. 0

Tax Units

Tax Unit Description

List of Tax Units

1 9 35 43 51 55

AG INCLUDED | Remove Fees | Countywide

Tax Unit,Yr, Rec. Type

Tax Unit

Year

Rec. Type

Multi Select

Amount Due/Paid Information

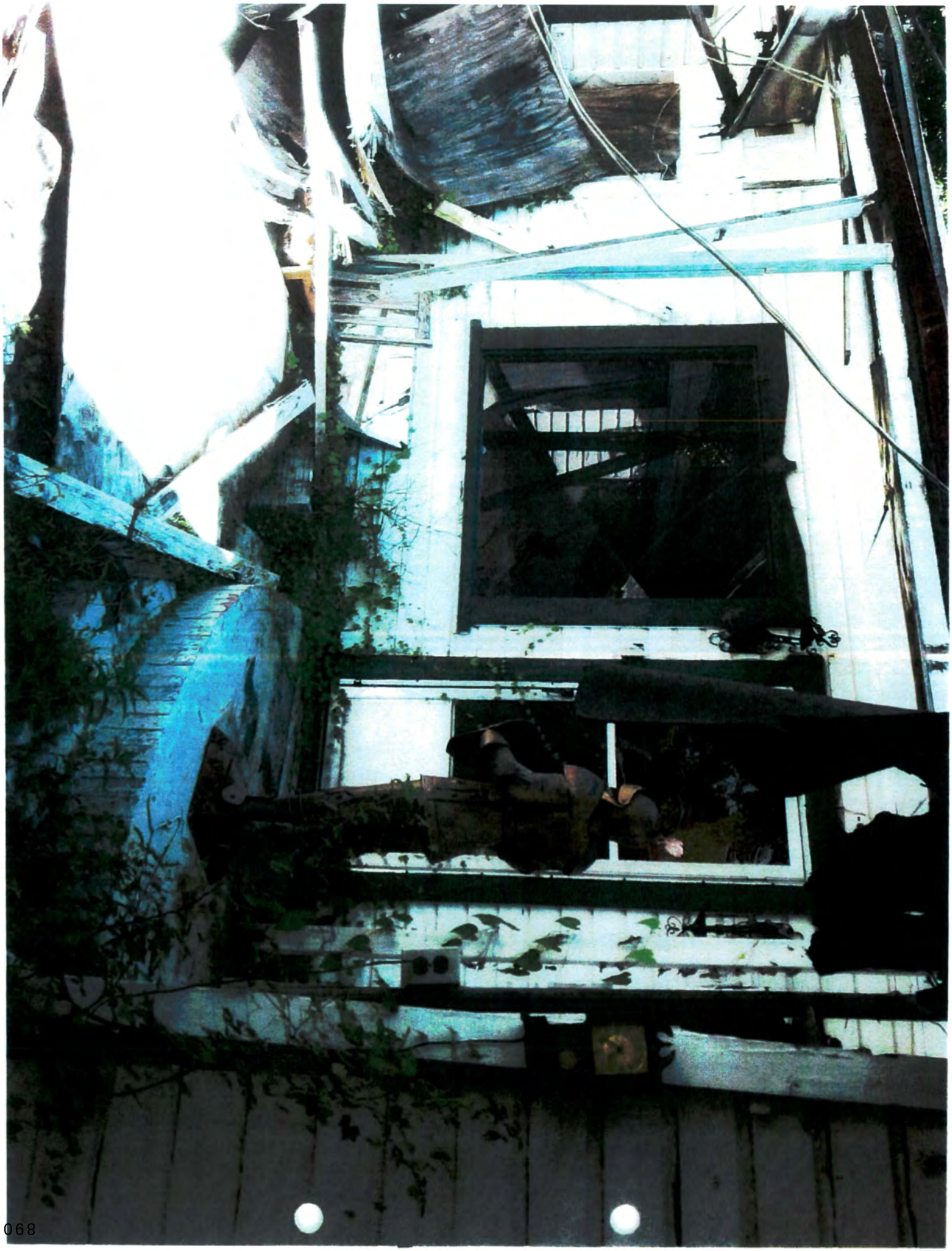
Year	Appr. Value	H	O	V	D		Base Levy	Paid Levy	Write-Off	Remaining Levy	Fees	Refund	Amount Due
2020	$35,014			0			$1,160.45	$.00	$.00	$1,160.45	$150.86	$.00	$1,311.31
2019	$28,630			0			$928.01	$.00	$.00	$928.01	$497.41	$.00	$1,425.42
2018	$26,500			0			$844.59	$.00	$.00	$844.59	$574.31	$.00	$1,418.90
2017	$26,500			0			$821.19	$.00	$.00	$821.19	$676.65	$.00	$1,497.84
2016	$26,500			0			$776.26	$.00	$.00	$776.26	$751.41	$.00	$1,527.67
2015	$26,500			0			$774.79	$.00	$.00	$774.79	$861.57	$.00	$1,636.36
2014	$26,500			0			$790.98	$.00	$.00	$790.98	$993.45	$.00	$1,784.43
2013	$26,500			0			$756.35	$.00	$.00	$756.35	$1,058.88	$.00	$1,815.23
2012	$26,510			0			$744.02	$.00	$.00	$744.02	$1,148.76	$.00	$1,892.78
						Totals	$10,311.84	$311.16	$.00	$10,000.68	$11,080.14	$.00	$21,080.82

Last Payment Date

Last Payer

Alert | SIT Payments

1627 E 17th STREET



DEMOLITION WAIVER

City of Port Arthur
Community Development Department—Demolition Division
340 E. 4th Street, Suite 700/P. O. Box 1089, Port Arthur, TX 77641-1089
(409) 983-8209/(409) 983-8250

I, Jefferson County, (Owner's Name) am the owner of a Residence (Description of Building(s))

at 1649 Gulfway Drive, (Street Address) legally described as Lot 12 Block 383, City of Port Arthur (Legal Description)

I hereby give my consent, without the necessity of a public hearing, to the City of Port Arthur to demolish the above described building(s) and to clear the above described property of all weeds, rubbish, trash and debris. The City of Port Arthur may use its own personal equipment to do such work, or the City may hire or otherwise engage others and the equipment of others, for such purpose. I also hereby consent to the filing of a lien against the above described property for all costs incurred by the City of Port Arthur in connection with such demolition provided that such costs do not exceed the actual amount.

Signature(s): [signature]

Mailing Address: 1149 Pearl, 4th Floor, Beaumont, Tx 77701

Telephone Number(s): (409)-835-8466

SUBSCRIBED AND SWORN BEFORE ME THIS 18th DAY OF May, 20 21

[signature] Loma George
NOTARY PUBLIC IN AND FOR JEFFERSON COUNTY, TEXAS

MY COMMISSION EXPIRES: 02-07-2023

LOMA C GEORGE
Notary Public, State of Texas
Comm. Expires 02-07-2023
Notary ID# 419409-9

Account Status

Prev.Acc... | Next Acco... | Prev.Owner | Next Owner | Acct History | Acct Summary | Notes | Documents | Go To:

CELLIS
ACT8006 v1.289

ACCOUNT NO(0534000004314000000): YEAR = 2020, LEGAL STATUS = STRUCK OFF, CAUSE NUMBER = D204882

05/06/2021 15:54:20
ACTJC

STATUS DETAIL | Expand Fees | Summary

Account Information

Account No. 053400-000/431400-00000 Roll Code REAL PROPERT

Certified Owner JEFFERSON COUNTY

Parcel Address 1649 GULFWAY DR

Amount Due as of 05/06/2021 Owner No. 0

Tax Units

Tax Unit Description

List of Tax Units

1 9 35 43 51 55 60

AG INCLUDED | Remove Fees | Countywide

Tax Unit,Yr, Rec. Type

Tax Unit

Year

Rec. Type

Multi Select

Amount Due/Paid Information

Year	Appr. Value	H	O	V	D		Base Levy	Paid Levy	Write-Off	Remaining Levy	Fees	Refund	Amount Due
2020	$28,435			0			$942.41	$.00	$.00	$942.41	$282.25	$.00	$1,224.66
2019	$23,320			0			$755.88	$.00	$.00	$755.88	$405.16	$.00	$1,161.04
2018	$21,610			0			$688.74	$.00	$.00	$688.74	$468.33	$.00	$1,157.07
2017	$21,610			0			$669.65	$.00	$.00	$669.65	$551.80	$.00	$1,221.45
2016	$21,610			0			$633.01	$.00	$.00	$633.01	$612.75	$.00	$1,245.76
2015	$21,610			0			$631.81	$.00	$.00	$631.81	$702.58	$.00	$1,334.39
2014	$21,610			0			$645.03	$.00	$.00	$645.03	$810.15	$.00	$1,455.18
2013	$21,610			0			$616.79	$.00	$.00	$616.79	$863.50	$.00	$1,480.29
2012	$21,590			0			$605.94	$.00	$.00	$605.94	$935.56	$.00	$1,541.50
						Totals	$6,978.58	$.00	$.00	$6,978.58	$6,964.46	$.00	$13,943.04

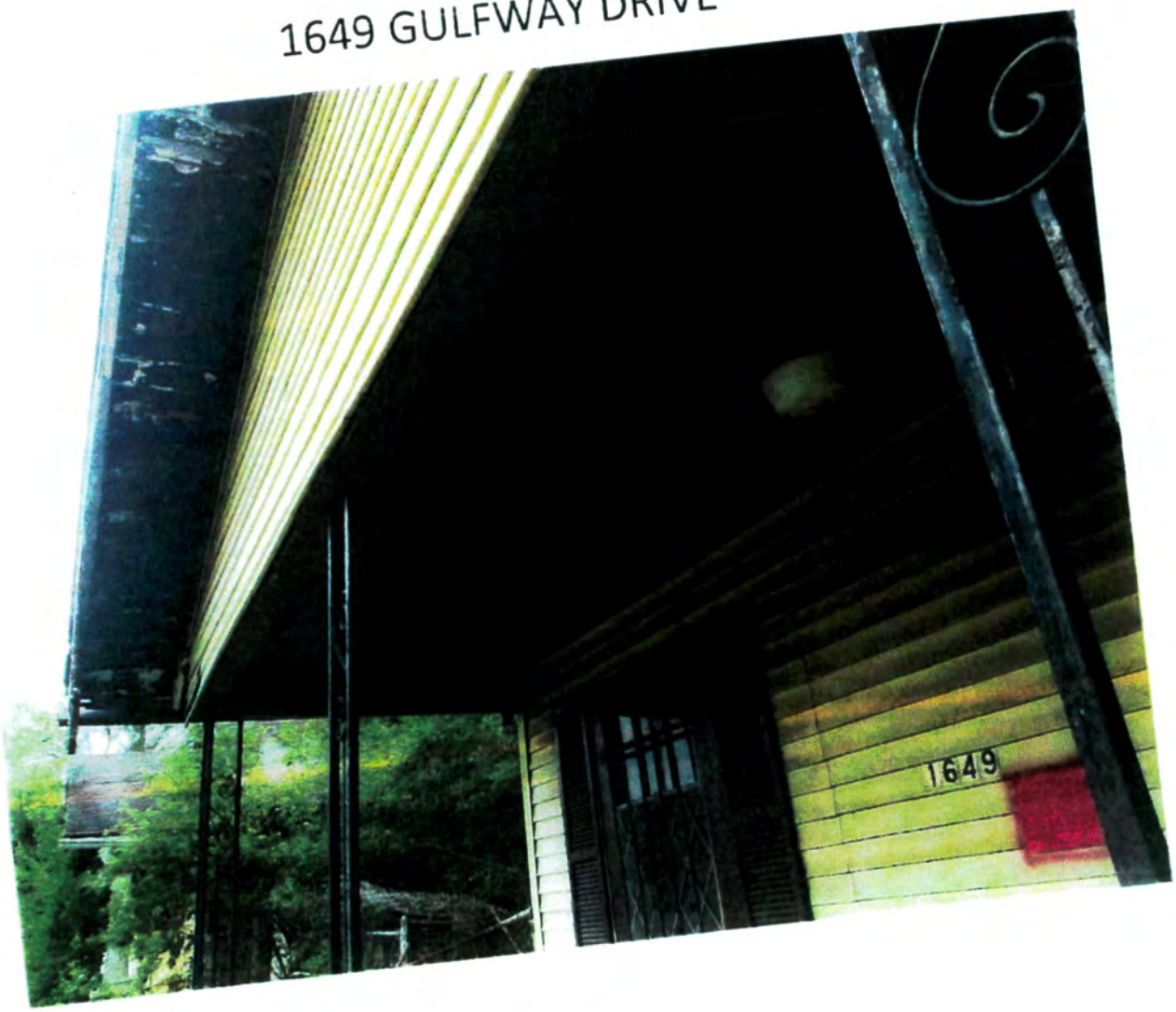
Last Payment Date

Last Payer

Alert | SIT Payments

1649 GULFWAY DRIVE

1649 GULFWAY DRIVE



1649 GULFWAY DRIVE

1649 GULFWAY DRIVE

1649 GULFWAY DRIVE

1649 GULFWAY DRIVE

1649 GULFWAY DRIVE

DEMOLITION WAIVER

City of Port Arthur
Community Development Department—Demolition Division
340 E. 4th Street, Suite 700/P. O. Box 1089, Port Arthur, TX 77641-1089
(409) 983-8209/(409) 983-8250

I, Jefferson County, am the owner of a Residence/Garage
(Owner's Name) (Description of Building(s)

at 1724 E. 8th Street, legally described as Lot 4 Block 209, City of Port Arthur
(Street Address) (Legal Description)

I hereby give my consent, without the necessity of a public hearing, to the City of Port Arthur to demolish the above described building(s) and to clear the above described property of all weeds, rubbish, trash and debris. The City of Port Arthur may use its own personal equipment to do such work, or the City may hire or otherwise engage others and the equipment of others, for such purpose. I also hereby consent to the filing of a lien against the above described property for all costs incurred by the City of Port Arthur in connection with such demolition provided that such costs do not exceed the actual amount.

Signature(s): [signature]

Mailing Address: 449 Pearl, 4th Floor, Beaumont, Tx 7770[illegible]

Telephone Number(s): (409) - 835-8466

SUBSCRIBED AND SWORN BEFORE ME THIS 18th DAY OF May, 2021

Loma George

NOTARY PUBLIC IN AND FOR JEFFERSON COUNTY, TEXAS

MY COMMISSION EXPIRES: 02-07-2023

NOTARY PUBLIC STATE OF TEXAS
LOMA C GEORGE
Notary Public, State of Texas
Comm. Expires 02-07-2023
Notary ID# 419409-9

Account Status

Prev.Acc... | Next Acco... | Prev.Owner | Next Owner | Acct History | Acct Summary | Notes | Documents | Go To:

CELLIS
ACT8006 v1.289

ACCOUNT NO(053400000235600000000): YEAR = 2020, LEGAL STATUS = STRUCK OFF, CAUSE NUMBER = B205397

05/06/2021 15:55:22
ACTJC

STATUS DETAIL | Expand Fees | Summary

Account Information

Account No. 053400-000/235600-00000 Roll Code REAL PROPER

Certified Owner JEFFERSON COUNTY

Parcel Address 1724 8TH ST

Amount Due as of 05/06/2021 Owner No. 0

Tax Units

Tax Unit Description

List of Tax Units

1 9 35 43 51 55 60

AG INCLUDED | Remove Fees | Countywide

Tax Unit,Yr, Rec. Type

Tax Unit

Year

Rec. Type

Multi Select

Amount Due/Paid Information

Year	Appr. Value	H	O	V	D		Base Levy	Paid Levy	Write-Off	Remaining Levy	Fees	Refund	Amount Due
2020	$31,536			0			$1,045.20	$.00	$.00	$1,045.20	$313.03	$.00	$1,358.23
2019	$25,800			0			$836.28	$.00	$.00	$836.28	$448.25	$.00	$1,284.53
2018	$23,890			0			$761.40	$.00	$.00	$761.40	$517.76	$.00	$1,279.16
2017	$23,890			0			$740.31	$.00	$.00	$740.31	$610.02	$.00	$1,350.33
2016	$23,890			0			$699.80	$.00	$.00	$699.80	$677.41	$.00	$1,377.21
2015	$23,890			0			$698.48	$.00	$.00	$698.48	$776.71	$.00	$1,475.19
2014	$23,890			0			$713.08	$.00	$.00	$713.08	$895.63	$.00	$1,608.71
2013	$23,890			0			$681.86	$.00	$.00	$681.86	$954.60	$.00	$1,636.46
2012	$23,890			0			$670.50	$.00	$.00	$670.50	$1,035.25	$.00	$1,705.75
						Totals	$11,075.05	$2,335.04	$.00	$8,740.01	$11,025.48	$.00	$18,419.52

Last Payment Date

Last Payer

Alert | SIT Payments

1724 E. 8TH STREET

1724 E. 8TH STREET

1724 E. 8TH STREET

1724 E. 8TH STREET

DEMOLITION WAIVER

City of Port Arthur
Community Development Department—Demolition Division
340 E. 4th Street, Suite 700/P. O. Box 1089, Port Arthur, TX 77641-1089
(409) 983-8209/(409) 983-8250

I, Jefferson County, am the owner of a Residence/Garage
(Owner's Name) (Description of Building(s)

at 2130 5th Street, legally described as Lot 3 Block 176, City of Port Arthur
(Street Address) (Legal Description)

I hereby give my consent, without the necessity of a public hearing, to the City of Port Arthur to demolish the above described building(s) and to clear the above described property of all weeds, rubbish, trash and debris. The City of Port Arthur may use its own personal equipment to do such work, or the City may hire or otherwise engage others and the equipment of others, for such purpose. I also hereby consent to the filing of a lien against the above described property for all costs incurred by the City of Port Arthur in connection with such demolition provided that such costs do not exceed the actual amount.

Signature(s): [signature]

Mailing Address: 1149 Pearl, 4th Floor, Beaumont, TX 77701

Telephone Number(s): (409)-835-8466

SUBSCRIBED AND SWORN BEFORE ME THIS 18th DAY OF May, 2021

Loma George

NOTARY PUBLIC IN AND FOR JEFFERSON COUNTY, TEXAS

MY COMMISSION EXPIRES: 02-07-2023

LOMA C GEORGE
Notary Public, State of Texas
Comm. Expires 02-07-2023
Notary ID# 419409-9

Account Status

Prev.Acc... | Next Acco... | Prev.Owner | Next Owner | Acct History | Acct Summary | Notes | Documents | Go To:

CELLIS
ACT8006 v1.289

ACCOUNT NO(05340000019470000000): YEAR = 2020, LEGAL STATUS = STRUCK OFF, CAUSE NUMBER = A204856

05/06/2021 15:56:13
ACTJC

STATUS DETAIL | Expand Fees | Summary

Account Information

Account No. 053400-000/194700-00000 Roll Code REAL PROPER

Certified Owner JEFFERSON COUNTY

Parcel Address 2130 5TH ST

Amount Due as of 05/06/2021 Owner No. 0

Tax Units

Tax Unit Description

List of Tax Units

1 | 9 | 35 | 43 | 51 | 55

AG INCLUDED | Remove Fees | Countywide

Tax Unit,Yr, Rec. Type

Tax Unit

Year

Rec. Type

Multi Select

Amount Due/Paid Information

Year	Appr. Value	H	O	V	D		Base Levy	Paid Levy	Write-Off	Remaining Levy	Fees	Refund	Amount Due
2020	$19,510			0			$646.61	$.00	$.00	$646.61	$84.06	$.00	$730.67
2019	$24,990			0			$810.02	$.00	$.00	$810.02	$434.18	$.00	$1,244.20
2018	$23,140			0			$737.50	$.00	$.00	$737.50	$501.50	$.00	$1,239.00
2017	$23,140			0			$717.08	$.00	$.00	$717.08	$590.87	$.00	$1,307.95
2016	$23,140			0			$677.84	$37.60	$.00	$640.24	$619.76	$.00	$1,260.00
2015	$23,140			0			$676.56	$.00	$.00	$676.56	$752.34	$.00	$1,428.90
2014	$22,080			0			$659.04	$.00	$.00	$659.04	$827.76	$.00	$1,486.80
2013	$22,080			0			$630.19	$.00	$.00	$630.19	$882.28	$.00	$1,512.47
2012	$22,080			0			$619.68	$.00	$.00	$619.68	$956.78	$.00	$1,576.46
						Totals	$9,223.16	$429.71	$.00	$8,793.45	$11,372.96	$.00	$20,166.41

Last Payment Date

Last Payer

Alert

SIT Payments

2130 E 5th STREET

DEMOLITION WAIVER

City of Port Arthur
Community Development Department—Demolition Division
340 E. 4th Street, Suite 700/P. O. Box 1089, Port Arthur, TX 77641-1089
(409) 983-8209/(409) 983-8250

I, Jefferson County, am the owner of a Residence/Garage
(Owner's Name) (Description of Building(s)

at 2412 Glenwood Drive, legally described as Lot 6 Block 19, Griffing Residential Park
(Street Address) (Legal Description)

I hereby give my consent, without the necessity of a public hearing, to the City of Port Arthur to demolish the above described building(s) and to clear the above described property of all weeds, rubbish, trash and debris. The City of Port Arthur may use its own personal equipment to do such work, or the City may hire or otherwise engage others and the equipment of others, for such purpose. I also hereby consent to the filing of a lien against the above described property for all costs incurred by the City of Port Arthur in connection with such demolition provided that such costs do not exceed the actual amount.

Signature(s): [signature]

Mailing Address: 119 Pearl, 4th Floor, Beaumont, Tx 77701

Telephone Number(s): (409) - 835-8466

SUBSCRIBED AND SWORN BEFORE ME THIS 18th DAY OF May, 2021

[signature]
NOTARY PUBLIC IN AND FOR JEFFERSON COUNTY, TEXAS

MY COMMISSION EXPIRES: 02-07-2023

LOMA C GEORGE
Notary Public, State of Texas
Comm. Expires 02-07-2023
Notary ID# 419409-9

Account Status

Prev.Acc... | Next Acco... | Prev.Owner | Next Owner | Acct History | Acct Summary | Notes | Documents | Go To:

CELLIS
ACT8006 v1.289

ACCOUNT NO(02530000001770000000): YEAR = 2020, LEGAL STATUS = STRUCK OFF, CAUSE NUMBER = A205200

05/06/2021 15:57:08
ACTJC

STATUS DETAIL | Expand Fees | Summary

Account Information

Account No. 025300-000/017700-00000 Roll Code REAL PROPER

Certified Owner JEFFERSON COUNTY

Parcel Address 2412 GLENWOOD DR

Amount Due as of 05/06/2021 Owner No. 0

Tax Units

Tax Unit Description

List of Tax Units

1 9 35 43 51 55 60

AG INCLUDED | Remove Fees | Countywide

Tax Unit,Yr, Rec. Type

Tax Unit

Year

Rec. Type

Multi Select

Amount Due/Paid Information

Year	Appr. Value	H	O	V	D		Base Levy	Paid Levy	Write-Off	Remaining Levy	Fees	Refund	Amount Due
2020	$41,787			0			$1,384.93	$.00	$.00	$1,384.93	$180.05	$.00	$1,564.98
2019	$41,790			0			$1,354.56	$.00	$.00	$1,354.56	$726.05	$.00	$2,080.61
2018	$41,790			0			$1,331.89	$.00	$.00	$1,331.89	$905.68	$.00	$2,237.57
2017	$41,790			0			$1,295.00	$.00	$.00	$1,295.00	$1,067.09	$.00	$2,362.09
2016	$41,790			0			$1,224.16	$.00	$.00	$1,224.16	$1,184.99	$.00	$2,409.15
2015	$41,790			0			$1,221.83	$.00	$.00	$1,221.83	$1,358.66	$.00	$2,580.49
2014	$41,790			0			$1,247.36	$.00	$.00	$1,247.36	$1,566.70	$.00	$2,814.06
2013	$41,790			0			$1,192.75	$.00	$.00	$1,192.75	$1,669.85	$.00	$2,862.60
2012	$43,460			0			$1,219.73	$.00	$.00	$1,219.73	$1,883.24	$.00	$3,102.97
						Totals	$23,034.99	$10,336.77	$.00	$12,698.22	$13,089.43	$.00	$25,310.04

Last Payment Date

Last Payer

Alert | SIT Payments

2412 GLENWOOD DRIVE

2412 GLENWOOD DRIVE

2412 GLENWOOD DRIVE

2412 GLENWOOD DRIVE

DEMOLITION WAIVER

City of Port Arthur
Community Development Department—Demolition Division
340 E. 4th Street, Suite 700/P. O. Box 1089, Port Arthur, TX 77641-1089
(409) 983-8209/(409) 983-8250

I, Jefferson County, am the owner of a Residence
(Owner's Name) (Description of Building(s)

at 2611 11th Street, legally described as Lot 8 Block 268, City of Port Arthur
(Street Address) (Legal Description)

I hereby give my consent, without the necessity of a public hearing, to the City of Port Arthur to demolish the above described building(s) and to clear the above described property of all weeds, rubbish, trash and debris. The City of Port Arthur may use its own personal equipment to do such work, or the City may hire or otherwise engage others and the equipment of others, for such purpose. I also hereby consent to the filing of a lien against the above described property for all costs incurred by the City of Port Arthur in connection with such demolition provided that such costs do not exceed the actual amount.

Signature(s): [signature]

Mailing Address: 1149 Pearl, 4th Floor, Beaumont, TX 77701

Telephone Number(s): (409)-835-8466

SUBSCRIBED AND SWORN BEFORE ME THIS 18th DAY OF May, 2021

Loma George

NOTARY PUBLIC IN AND FOR JEFFERSON COUNTY, TEXAS

MY COMMISSION EXPIRES: 02-07-2023

NOTARY PUBLIC STATE OF TEXAS
LOMA C GEORGE
Notary Public, State of Texas
Comm. Expires 02-07-2023
Notary ID# 419409-9

Account Status

Prev Sele... | Next Sele | Prev.Owner | Next Owner | Acct History | Acct Summary | Notes | Documents | Go To:

CELLIS
ACT8006 v1.289

ACCOUNT NO(05340000030490000000): YEAR = 2020, LEGAL STATUS = STRUCK OFF, CAUSE NUMBER = B204327

05/06/2021 15:58:21
ACTJC

STATUS DETAIL | Expand Fees | Summary

Account Information

Account No. 053400-000/304900-00000 Roll Code REAL PROPER

Certified Owner JEFFERSON COUNTY

Parcel Address 2611 11TH ST

Amount Due as of 05/06/2021 Owner No. 0

Tax Units

Tax Unit Description

List of Tax Units

1 9 35 43 51 55

AG INCLUDED | Remove Fees | Countywide

Tax Unit,Yr, Rec. Type

Tax Unit

Year

Rec. Type

Multi Select

Amount Due/Paid Information

Year	Appr. Value	H	O	V	D		Base Levy	Paid Levy	Write-Off	Remaining Levy	Fees	Refund	Amount Due
2020	$31,627			0			$1,048.21	$.00	$.00	$1,048.21	$136.27	$.00	$1,184.48
2019	$25,880			0			$838.88	$.00	$.00	$838.88	$449.64	$.00	$1,288.52
2018	$23,970			0			$763.95	$.00	$.00	$763.95	$519.50	$.00	$1,283.45
2017	$23,970			0			$742.78	$.00	$.00	$742.78	$612.04	$.00	$1,354.82
2016	$23,970			0			$702.15	$.00	$.00	$702.15	$679.69	$.00	$1,381.84
2015	$23,970			0			$700.82	$.00	$.00	$700.82	$779.32	$.00	$1,480.14
2014	$23,970			0			$715.45	$.00	$.00	$715.45	$898.60	$.00	$1,614.05
2013	$23,970			0			$684.13	$.00	$.00	$684.13	$957.80	$.00	$1,641.93
2012	$23,950			0			$672.17	$.00	$.00	$672.17	$1,037.81	$.00	$1,709.98
						Totals	$12,659.29	$2,935.59	$.00	$9,723.70	$12,480.79	$.00	$21,193.17

Last Payment Date

Last Payer

Alert | SIT Payments

2611 EAST 11TH STREET

2611 EAST 11TH STREET

2611 EAST 11TH STREET

2611 EAST 11TH STREET

AGENDA ITEM **May 18, 2021**

Consider and possibly approve a 30-day extension, from June 1, 2021, for the annual audit for Jefferson County Emergency Services District No. 3, pursuant to Sec. 775.082 (d), Texas Health & Safety Code.

BENCKENSTEIN & OXFORD, L.L.P.

ATTORNEYS AT LAW
3535 CALDER AVE., SUITE 300
BEAUMONT, TEXAS 77706
PHONE: (409) 833-9182
FAX: (409) 833-8819

Joshua C. Heinz — jheinz@benoxford.com

May 11, 2021

Via Email
Jefferson Co. Commissioners Court
c/o Hon. Jeff Branick, County Judge
Jefferson County Courthouse
1001 Pearl St.
Beaumont, Texas 77701

Re: Jefferson County Emergency Services District No. 3
Extension for Filing Annual Audit Report
B&O File No. 86971

Dear Judge Branick and County Commissioners,

Be advised that the Board of Commissioners for Jefferson County Emergency Services District No. 3 (the "District") has retained an independent accountant who is currently in the process of auditing the District's accounts and records for the fiscal year 2019-20 and preparing a report for same, which, upon completion, is to be filed with the Jefferson County Commissioners Court in accordance with Section 775.082(b) of the Texas Health & Safety Code.

Pursuant to Section 775.082(d) of the Texas Health & Safety Code, we respectfully request that the District be allowed a thirty (30) day extension from the June 1, 2021 deadline during which to file its 2019-20 audit report. *See* Tex. Health & Safety Code § 775.082(b), (d). If the foregoing extension request is approved, the District's audit report for the fiscal year 2019-20 would be due on or before July 1, 2021.

Thank you in advance for your consideration of the foregoing request, and please advise if you have any questions or require additional information.

Sincerely,

BENCKENSTEIN & OXFORD, L.L.P.

By: _____
Joshua C. Heinz

JCH/jcr

cc: ***Via Email***
Mr. Fred Jackson
County Judge's Office
Jefferson County Courthouse
1001 Pearl St.
Beaumont, Texas 77701

Via Email
Jefferson Co. ESD No. 3
Doug Saunders
Daniel Diaz
Mary Ellen Robertson, Accountant

AGENDA ITEM **May 18, 2021**

Consider and possibly approve a 30-day extension, from June 1, 2021, for the annual audit for Jefferson County Emergency Services District No. 4, pursuant to Sec. 775.082 (d), Texas Health & Safety Code.

BENCKENSTEIN & OXFORD, L.L.P.

ATTORNEYS AT LAW
3535 CALDER AVE., SUITE 300
BEAUMONT, TEXAS 77706
PHONE: (409) 833-9182
FAX: (409) 833-8819

Joshua C. Heinz — jheinz@benoxford.com

May 11, 2021

Via Email
Jefferson Co. Commissioners Court
c/o Hon. Jeff Branick, County Judge
Jefferson County Courthouse
1001 Pearl St.
Beaumont, Texas 77701

Re: Jefferson County Emergency Services District No. 4
Extension for Filing Annual Audit Report
B&O File No. 87102

Dear Judge Branick and County Commissioners,

Be advised that the Board of Commissioners for Jefferson County Emergency Services District No. 4 (the "District") has retained an independent accountant who is currently in the process of auditing the District's accounts and records for the fiscal year 2019-20 and preparing a report for same, which, upon completion, is to be filed with the Jefferson County Commissioners Court in accordance with Section 775.082(b) of the Texas Health & Safety Code.

Pursuant to Section 775.082(d) of the Texas Health & Safety Code, we respectfully request that the District be allowed a thirty (30) day extension from the June 1, 2021 deadline during which to file its 2019-20 audit report. *See* Tex. Health & Safety Code § 775.082(b), (d). If the foregoing extension request is approved, the District's audit report for the fiscal year 20117-18 would be due on or before July 1, 2021.

Thank you in advance for your consideration of the foregoing request, and please advise if you have any questions or require additional information.

Sincerely,

BENCKENSTEIN & OXFORD, L.L.P.

By:_____
Joshua C. Heinz

JCH/jcr

cc: ***Via Email***
Mr. Fred Jackson
County Judge's Office
Jefferson County Courthouse
1001 Pearl St.
Beaumont, Texas 77701

Via Email
Jefferson Co. ESD No. 4
Sandra Melton, Treasurer
David Stacey, District Administrator
Mary Ellen Robertson, Accountant

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MEMORANDUM

TEXAS GENERAL LAND OFFICE • GEORGE P. BUSH • COMMISSIONER

Date: April 6, 2021

To: Commissioner George P. Bush

From: Steve E. Rodriguez

Through: Russell May, Brian S. Carter, Mark Havens

Subject: Surface Lease No. SL20170030 (**Amendment**)

Attached is Surface Lease No. SL20170030 for your approval and signature on the pages indicated.

This contract is issued under Chapter 51 of the Texas Natural Resources Code that authorizes the Commissioner of the General Land Office to issue grants of interest for use of the surface estate of unsold Permanent School Fund Lands under management authority of the General Land Office. Chapter 51 leases and easements do not require approval of the School Land Board.

Authorization will be consistent with past action by the agency on similar structures.

This proposed use of state land has been reviewed by technical, supervisory and legal staff who routinely process easement and permit applications, and has been determined to be consistent with existing GLO rules and policies.

Document Number	-	SL20170030
Lessee Name	-	Jefferson County
County	-	Jefferson, Chambers, Galveston
Location	-	State Tracts 96-S, 94-S, 95-S, 101-S, 48-S, 49-S, 50-S, 51-S, 62-S, 63-S, 65-S, 66-S, 98-S, 99-S, 100-S, 102-S, 80-S, 81-S, 82-S, 64-S, 14-S, 15-S, 115-S, 84-S, 83-S, 85-S, Gulf Of Mexico
Purpose	-	Borrow Site, Spoil Disposal, Beach Nourishment, Dune Reconstruction
Encumbrance	-	Approximately 3,656 acres (159,271,200sf)
Consideration	-	$0.00 (public-benefit)
Term	-	Twenty (20) years April 1, 2017 – March 31, 2037
Effective Date	-	April 1, 2021
Summary	-	This lease is for a public dune reconstruction and beach nourishment project along the shoreline adjacent to McFaddin National Wildlife Refuge.

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TEXAS GENERAL LAND OFFICE

AMENDMENT TO SURFACE LEASE NO. SL20170030

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTIES OF JEFFERSON, §
CHAMBERS, & GALVESTON §

WHEREAS, by Surface Lease No. SL20170030, effective April 1, 2017, (the "Lease"), the State of Texas, ("Lessor"), acting by and through the Commissioner of the General Land Office, on behalf of the Permanent School Fund, authorized Jefferson County, ("Lessee"), to use certain real property located in Chambers, Galveston and Jefferson County, Texas (the "Premises"), which property is more particularly described on Exhibits A-1, A-2, B-1, B-2, B-3, C-1, C-2, and C-3, attached to the Lease; and

WHEREAS, Lessor and Lessee desire to amend the Lease to include beach nourishment terms in the Lease;

NOW, THEREFORE, in consideration of the Lessee's continued use of the Leased Premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 2.01 of Article II of the Lease is amended to read as follows:

2.01. The Leased Premises is described below and further described or depicted on Exhibits A-1, A-2, B-1, B-2, B-3, C-1, C-2, and C-3, attached hereto and collectively incorporated by reference for all purposes:

- Portions of State Tracts 14-S, 15-S, 48-S, 49-S, 50-S, 51-S, 62-S, 63-S, 64-S, 65-S, 66-S, 80-S, 81-S, 82-S, 83-S, 84-S, 85-S, 94-S, 95-S, 96-S, 98-S, 99-S, 100-S,102-S, Jefferson County, Gulf of Mexico, TX; State Tract 101-S, Chambers County, Gulf of Mexico, TX; State Tract 115-S, Galveston County, Gulf of Mexico, TX

Section 3.01 of Article III of the Lease is amended to read as follows:

3.01 This coastal Surface lease No. SL201700030 is for a term of twenty (20) years, commencing on April 1, 2021 and terminating on March 31, 2041 unless earlier terminated as provided herein. The state reserve the right to review, amend, cancel of otherwise modify this agreement at any time during its term upon 30 days written notice of Lessee as prescribed herein. Renewal of this agreement is at the sole discretion of the State, and no right to renew is implied or provided for herein.

Section 5.01 of Article V of the Lease is amended to read as follows:

5.01. The Leased Premises may be used by Lessee solely for a 70-acre (33,541,200 square feet) borrow area and a 1,650-acre (71,874,000 square feet) beach placement area, to operate, clean, and maintain a public beach and for no other purpose. A right of access is provided to State Tract 115 solely for surveying for purposes of beach nourishment. The Leased Premises are to remain in their

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current topographical and hydrologic condition during the term of the Lease. Lessee is specifically prohibited from modifying the premises in any manner not authorized herein, and from using, or allowing the use by others, of the Leased Premises for any other purpose.

Section 5.08 of Article V of the Lease is amended to add the following special conditions:

7. Lessee shall ensure that a coastal boundary survey is conducted in accordance with Texas Natural Resources Code, Section 33.136 and shall, in consultation with the GLO, perform beach and nearshore surveys (profiles) prior to commencement of any nourishment.

8. Lessee shall provide photographic documentation, or provide similar evidence, showing the pre-construction, construction and post-construction phases of any nourishment project on the Leased Premises to the La Porte Field Office of the General Land Office within 3 weeks of initiation of construction.

9. Lessee shall avoid disturbance to nesting shorebirds and sea turtles during the period of March 15th to September 30th.

10. The nourishment of the beach and cleaning and maintaining the beach shall be performed in a manner consistent with the Open Beaches Act, the Dune Protection Act, and the GLO rules on the management of the beach and dune system. Members of the public may not be excluded from state owned land, which is leased for public purposes, nor may the right of the public to enter or leave the beach area be impaired; whether by bollards or other impediment to access to or across the public beach, unless GLO has agreed prior to any such restrictions in writing. Lessee may, however, prohibit littering and otherwise provide for the safe and orderly use of the leased premises in a manner consistent with the purposes of the lease and applicable law.

11. Lessee shall perform annual beach monitoring for the first five years after completion of the first nourishment project and provide annual reports to General Land Office, LaPorte Field Office. If additional beach nourishment is performed in the future, additional monitoring will be required after the completion of that nourishment project for an additional 3 years.

Exhibit A, B, C-1, and C-2 shall be deleted in their entirety and replaced with Exhibit A-1, A-2, B-1, B-2, B-3, C-1, C-2, and C-3, attached hereto.

EXCEPT as set forth herein, all of the terms and provision of the Lease shall remain in full force and effect.

In the event of a conflict between any provision of the Lease, as amended, and any administrative rule promulgated by the General Land Office and/or the School Land Board, the Lease shall control.

Lessee shall, at its sole cost and expense, record this amendment in the Jefferson County Real Property Records and provide a file marked copy to the Lessor within 60 days after the recorded original of this amendment is returned by the county clerk responsible for such records.

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EXECUTED in multiple counterparts, each of which shall have the effect of an original.

THIS AMENDMENT FOR SURFACE LEASE NO. SL20170030 IS EFFECTIVE THE 1ST DAY OF APRIL 2021

THE UNDERSIGNED, as Lessor in the above-described Lease (SL20170030) subject to the conditions stated herein, does hereby consent to the amendment of the said instrument as specified above.

LESSOR:
THE STATE OF TEXAS

DocuSigned by:

By: _____
8408F7346994453...
GEORGE P. BUSH
Commissioner, General Land Office
Chairman, School Land Board

Date: 5/3/2021

APPROVED:
Contents: _____
Legal: _____
Deputy: _____
Executive: _____

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DocuSign Envelope ID: 8F6A7917-FBAE-4387-B7A1-B18CCC8E5E01

LESSEE:
Jefferson County

(*Lessee Signature*)

JEFF R. BRANICK
(*Printed Name*)

COUNTY JUDGE
(*Title*)

Date: 4/27/21

ACKNOWLEDGMENT (Lessee's Signature)

STATE OF TEXAS §
§
COUNTY OF JEFFERSON §

This instrument was acknowledged before me on the 27th day of APRIL, 2021,

by JEFF R. BRANICK, County Judge
(Lessee representative signing this document)

Loma George
(Notary Signature)

Notary Stamp

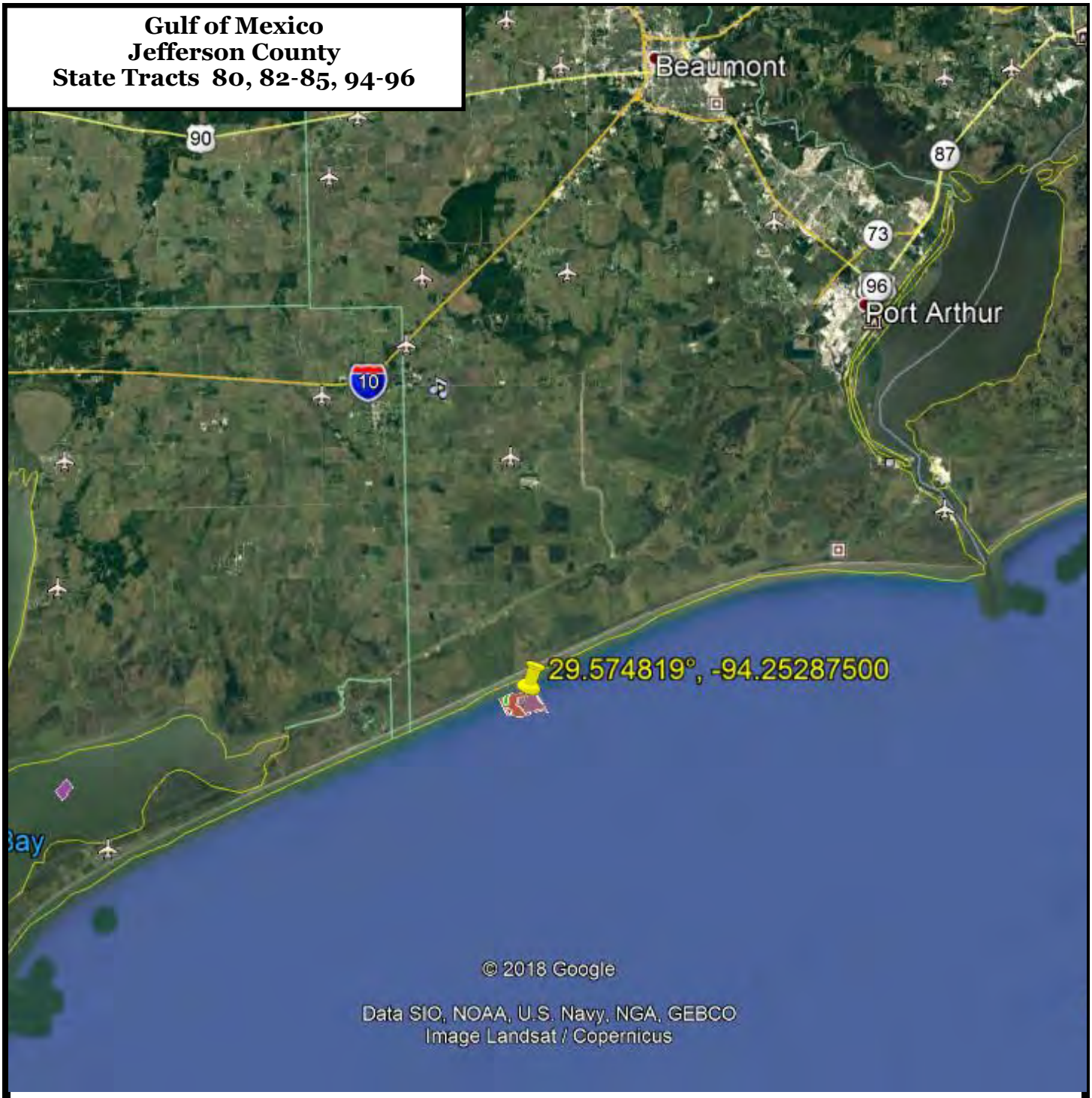
LOMA C GEORGE
Notary Public, State of Texas
Comm. Expires 02-07-2023
Notary ID# 419409-9

Notary Public, State of TEXAS

My commission expires: 02-07-2023

DocuSign Envelope ID: D02BCD54-FEC5-4D62-8A8E-1E7F766149C0

Gulf of Mexico
Jefferson County
State Tracts 80, 82-85, 94-96



Jefferson County

SL20170030

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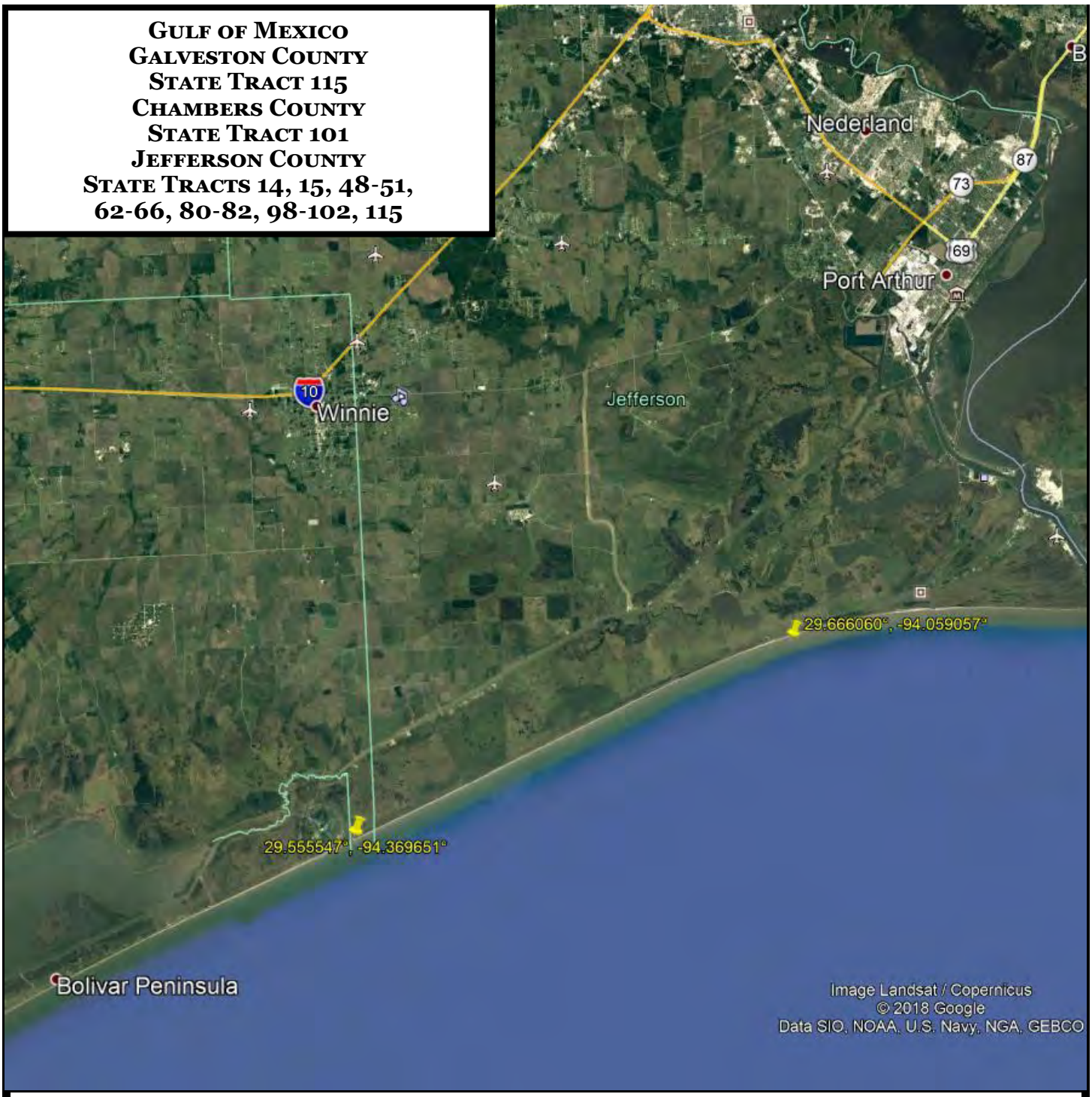
The Texas General Land Office makes no representations or warranties regarding the accuracy or completeness of the information depicted on this map or the data from which it is produced. This map IS NOT suitable for navigational purposes and does not purport to depict or establish boundaries between private and public land.

Scale: NTS Date of Review: 9/20/2019 Exhibit A-1

DocuSign Envelope ID: D02BCD54-FEC5-4D62-8A8E-1E7F766149C0

GULF OF MEXICO
GALVESTON COUNTY
STATE TRACT 115
CHAMBERS COUNTY
STATE TRACT 101
JEFFERSON COUNTY
STATE TRACTS 14, 15, 48-51, 62-66, 80-82, 98-102, 115



Jefferson County

SL20170030

N
W E
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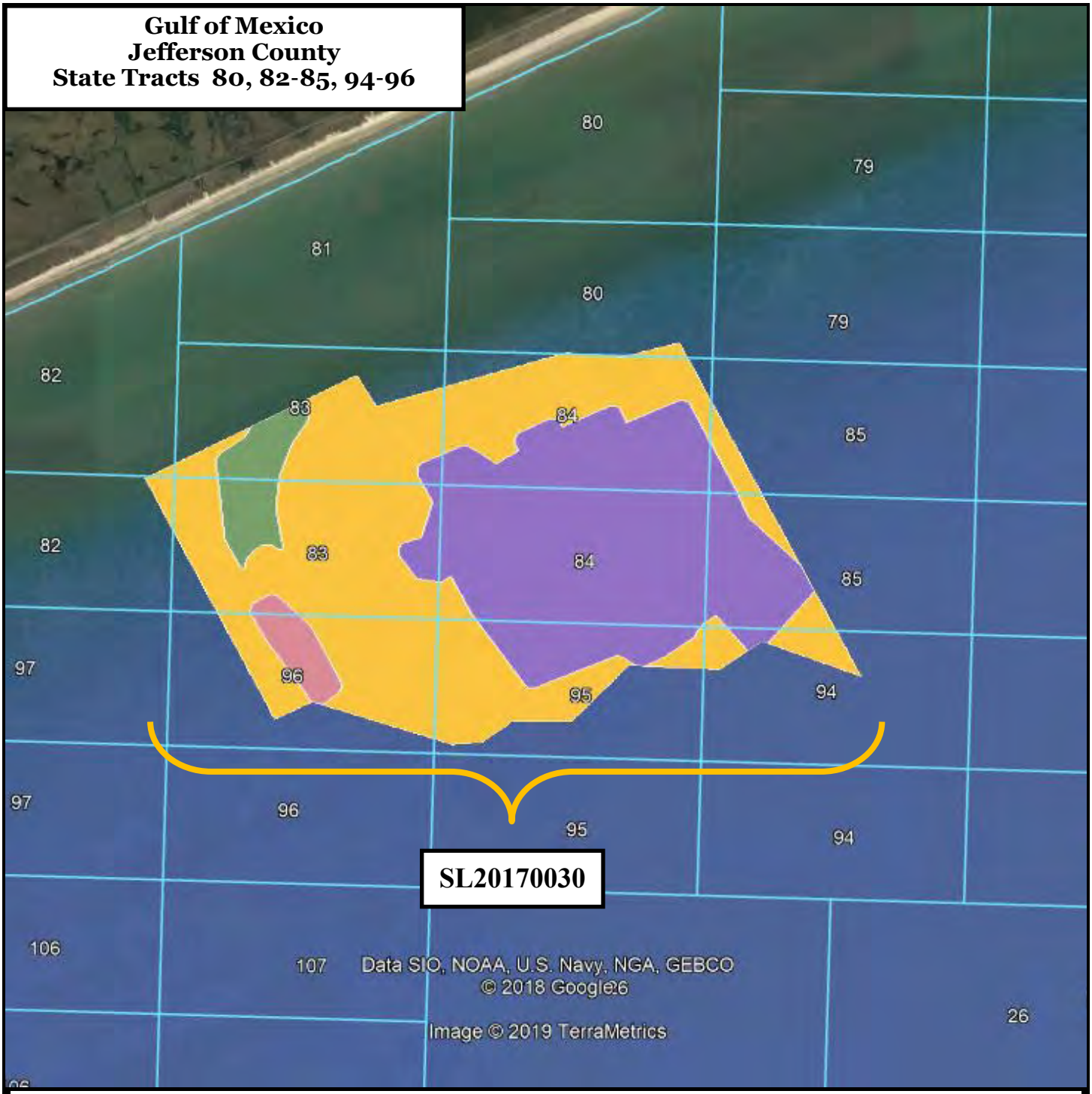
The Texas General Land Office makes no representations or warranties regarding the accuracy or completeness of the information depicted on this map or the data from which it is produced. This map IS NOT suitable for navigational purposes and does not purport to depict or establish boundaries between private and public land.

Scale: NTS Date of Inspection: 3/05/2020 Exhibit A-2

DocuSign Envelope ID: D02BCD54-FEC5-4D62-8A8E-1E7F766149C0



Jefferson County

SL20170030

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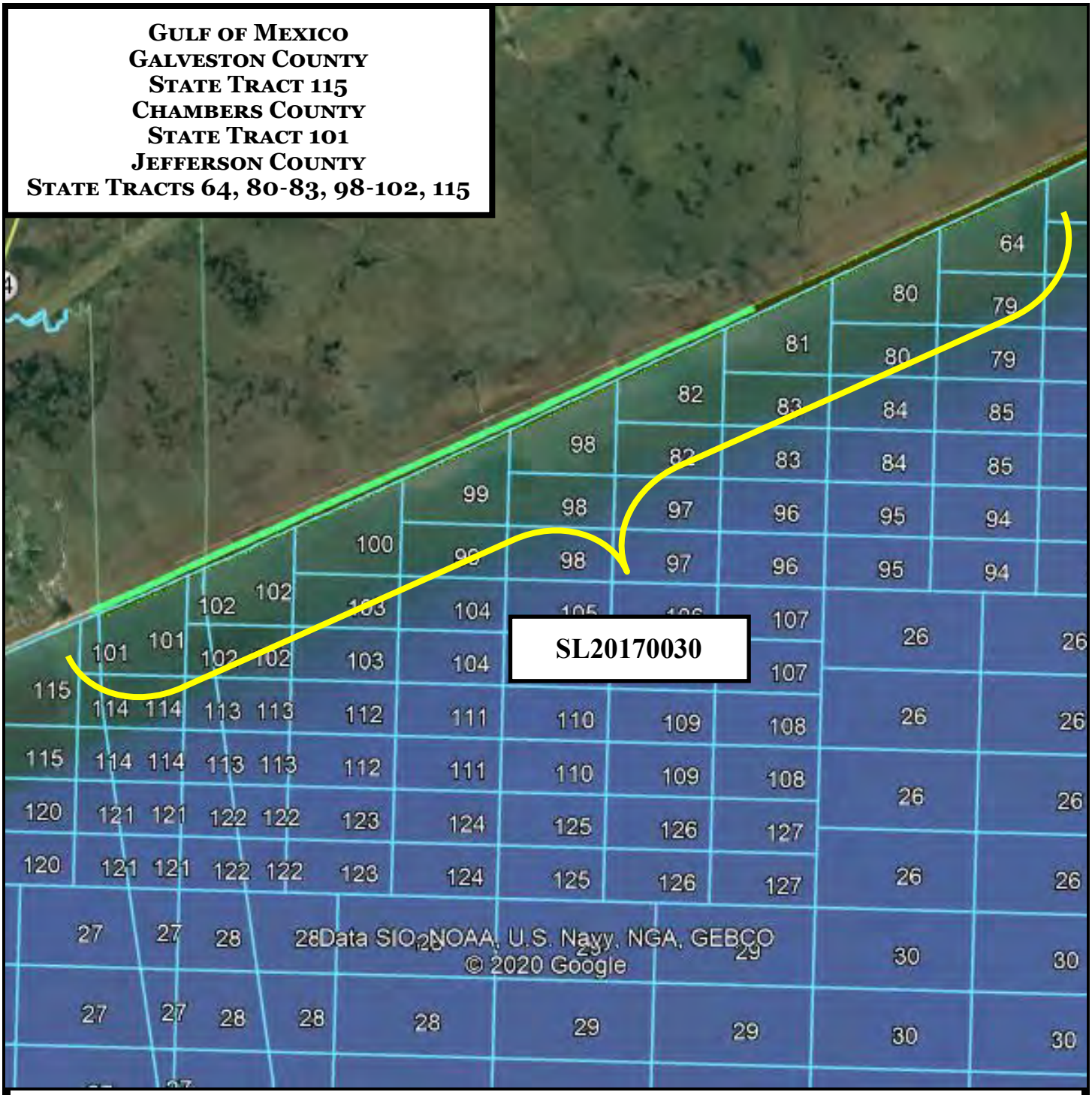
The Texas General Land Office makes no representations or warranties regarding the accuracy or completeness of the information depicted on this map or the data from which it is produced. This map IS NOT suitable for navigational purposes and does not purport to depict or establish boundaries between private and public land.

Scale: NTS Date of Review 9/20/2019 Exhibit B-1

DocuSign Envelope ID: D02BCD54-FEC5-4D62-8A8E-1E7F766149C0

Gulf of Mexico
Galveston County
State Tract 115
Chambers County
State Tract 101
Jefferson County
State Tracts 64, 80-83, 98-102, 115



Jefferson County

SL20170030

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The Texas General Land Office makes no representations or warranties regarding the accuracy or completeness of the information depicted on this map or the data from which it is produced. This map IS NOT suitable for navigational purposes and does not purport to depict or establish boundaries between private and public land.

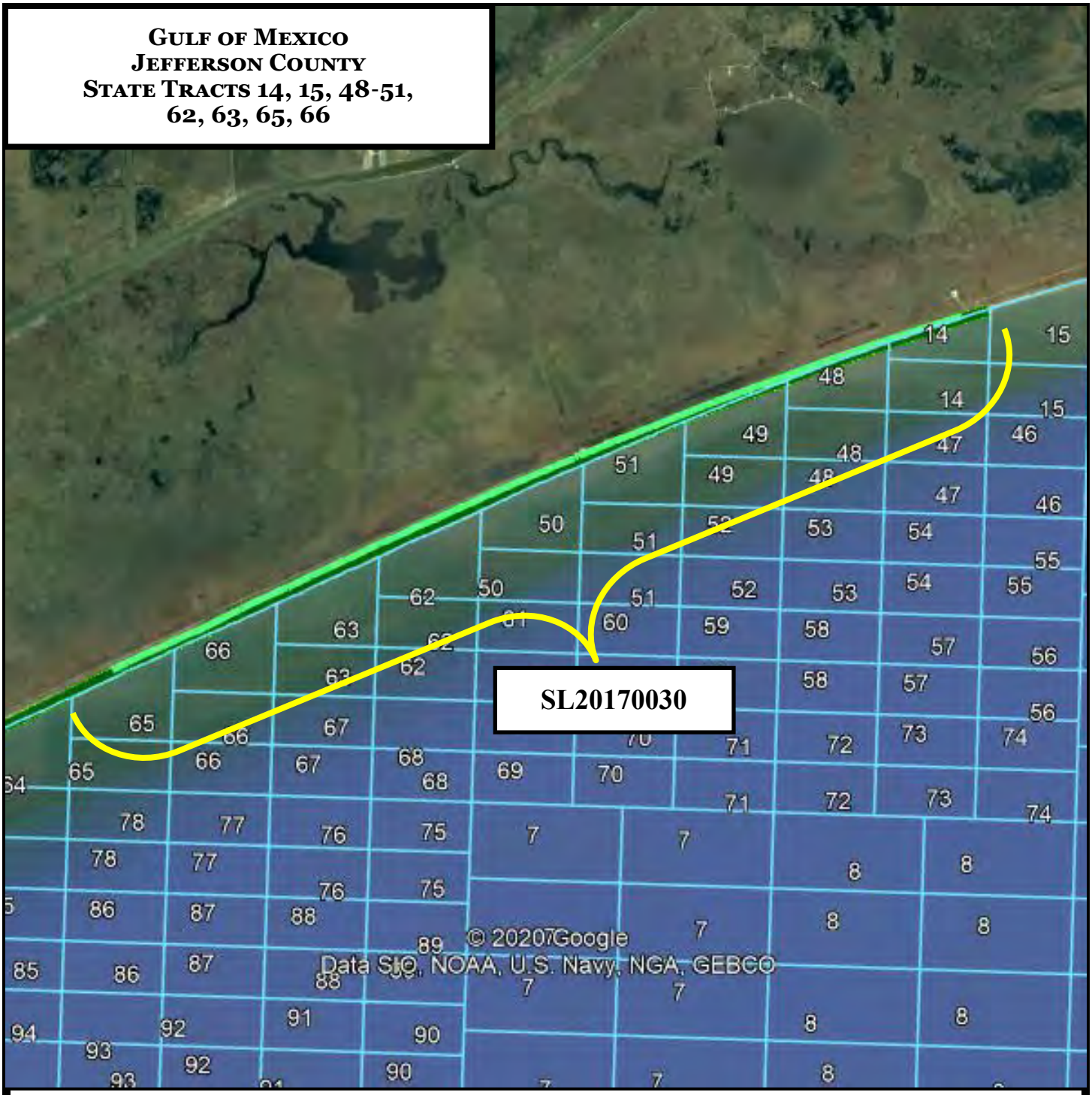
Scale: NTS

Date of Inspection: 3/05/2020

Exhibit B-2

DocuSign Envelope ID: D02BCD54-FEC5-4D62-8A8E-1E7F766149C0

GULF OF MEXICO
JEFFERSON COUNTY
STATE TRACTS 14, 15, 48-51, 62, 63, 65, 66



Jefferson County

SL20170030

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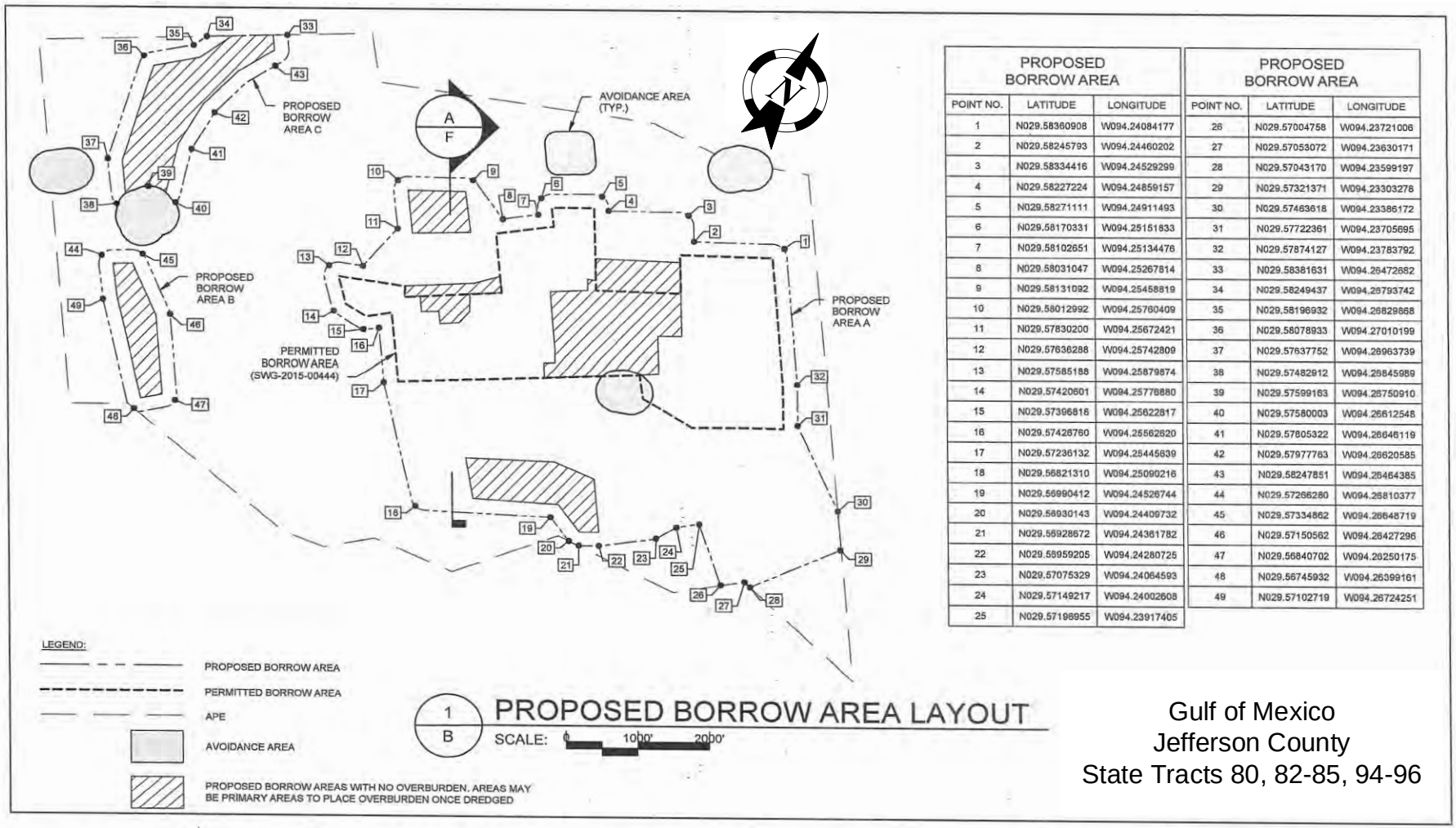
The Texas General Land Office makes no representations or warranties regarding the accuracy or completeness of the information depicted on this map or the data from which it is produced. This map IS NOT suitable for navigational purposes and does not purport to depict or establish boundaries between private and public land.

Scale: NTS

Date of Inspection: 3/05/2020

Exhibit B-3

DocuSign Envelope ID: D02BCD54-FEC5-4D62-8A8E-1E7F766149C0



PROPOSED BORROW AREA		
POINT NO.	LATITUDE	LONGITUDE
1	N029.58360908	W094.24084177
2	N029.58245793	W094.24460202
3	N029.58334416	W094.24529299
4	N029.58227224	W094.24859157
5	N029.58271111	W094.24911493
6	N029.58170331	W094.25151833
7	N029.58102651	W094.25134476
8	N029.58031047	W094.25267814
9	N029.58131092	W094.25458819
10	N029.58012992	W094.25760409
11	N029.57830200	W094.25672421
12	N029.57836288	W094.25742809
13	N029.57585188	W094.25879874
14	N029.57420601	W094.25776880
15	N029.57396816	W094.25622817
16	N029.57428760	W094.25562820
17	N029.57236132	W094.25445639
18	N029.56821310	W094.25090216
19	N029.56990412	W094.24526744
20	N029.56930143	W094.24409732
21	N029.56928672	W094.24361782
22	N029.56959205	W094.24280725
23	N029.57075329	W094.24064593
24	N029.57149217	W094.24002608
25	N029.57196955	W094.23917405

PROPOSED BORROW AREA		
POINT NO.	LATITUDE	LONGITUDE
26	N029.57004758	W094.23721006
27	N029.57053072	W094.23630171
28	N029.57043170	W094.23599197
29	N029.57321371	W094.23303278
30	N029.57463618	W094.23386172
31	N029.57722361	W094.23705695
32	N029.57874127	W094.23783792
33	N029.58381631	W094.26472682
34	N029.58249437	W094.26793742
35	N029.58196932	W094.26829868
36	N029.58078933	W094.27010199
37	N029.57637752	W094.26963739
38	N029.57482912	W094.25845989
39	N029.57599163	W094.26750910
40	N029.57580003	W094.26612548
41	N029.57805322	W094.26646119
42	N029.57977763	W094.26620585
43	N029.58247851	W094.25464385
44	N029.57266280	W094.26810377
45	N029.57334862	W094.26648719
46	N029.57150562	W094.26427296
47	N029.56840702	W094.26250175
48	N029.56745932	W094.26399161
49	N029.57102719	W094.26724251

Gulf of Mexico
Jefferson County
State Tracts 80, 82-85, 94-96

HDR
Texas P.E. Firm
Registration No. F-754

PROJECT NAME: McFADDIN BEACH RIDGE RESTORATION & NOURISHMENT

APPLICANT: JEFFERSON COUNTY
1149 PEAL STREET, BEAUMONT, TX. 77701

DATE: 04-04-2019

PRELIMINARY

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF PERMITTING UNDER THE AUTHORITY OF PHILIP J. BLACKMAR, P.E. TX. 126679 ON 04-04-2019. IT IS NOT TO BE USED FOR CONSTRUCTION OR BIDDING PURPOSES.

HDR PROJECT NO: 10100488

DATUM: MLLW

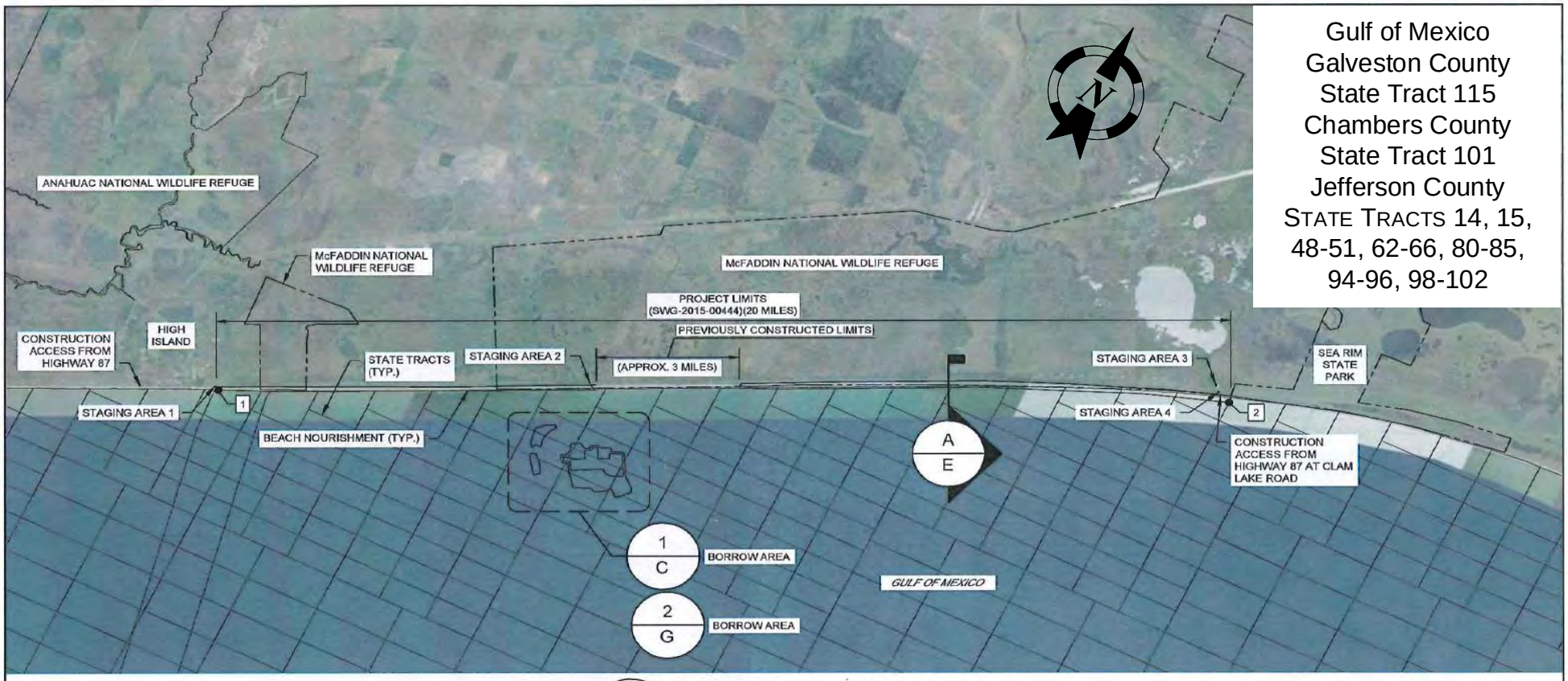
REV. DATE:

EXHIBIT: C

TITLE: SL20170030 Jefferson County	DATE OF REVIEW: 9/20/2019
COMPANY: Texas General Land Office	PREPARED BY: CJensen
DRAWING SCALE: Not to Scale	EXHIBIT C-1

DocuSign Envelope ID: D02BCD54-FEC5-4D62-8A8E-1E7F766149C0

Gulf of Mexico
Galveston County
State Tract 115
Chambers County
State Tract 101
Jefferson County
STATE TRACTS 14, 15, 48-51, 62-66, 80-85, 94-96, 98-102



1/A PROJECT SITE MAP

SCALE: 0 1.5 MI. 3 MI.

APPROXIMATE PROJECT LIMITS		
POINT NO.	LATITUDE	LONGITUDE
1	N029.55554746	W094.36965075
2	N029.66606029	W094.06905734

NOTE:

1. AERIAL PHOTOGRAPH WAS OBTAINED FROM DIGITALGLOBE SERVICES VIA ESRI'S ARCGIS ONLINE DATED FEBRUARY 2017.

HDR
Texas P.E. Firm
Registration No. F-754

PROJECT NAME: McFADDIN BEACH RIDGE RESTORATION & NOURISHMENT

APPLICANT: JEFFERSON COUNTY
1149 PEAL STREET, BEAUMONT, TX. 77701

DATE: 04-04-2019

PRELIMINARY

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF PERMITTING UNDER THE AUTHORITY OF PHILIP J. BLACKMAR, P.E. TX. 126679 ON 04--04--2019. IT IS NOT TO BE USED FOR CONSTRUCTION OR BIDDING PURPOSES.

HDR PROJECT NO: 10100488

DATUM: MLLW

REV. DATE:

EXHIBIT: B

TITLE: SL20170030 Jefferson County	DATE OF INSPECTION: 3/05/2020
COMPANY: Texas General Land Office	PREPARED BY: CJensen
DRAWING SCALE: Not To Scale	EXHIBIT C-2

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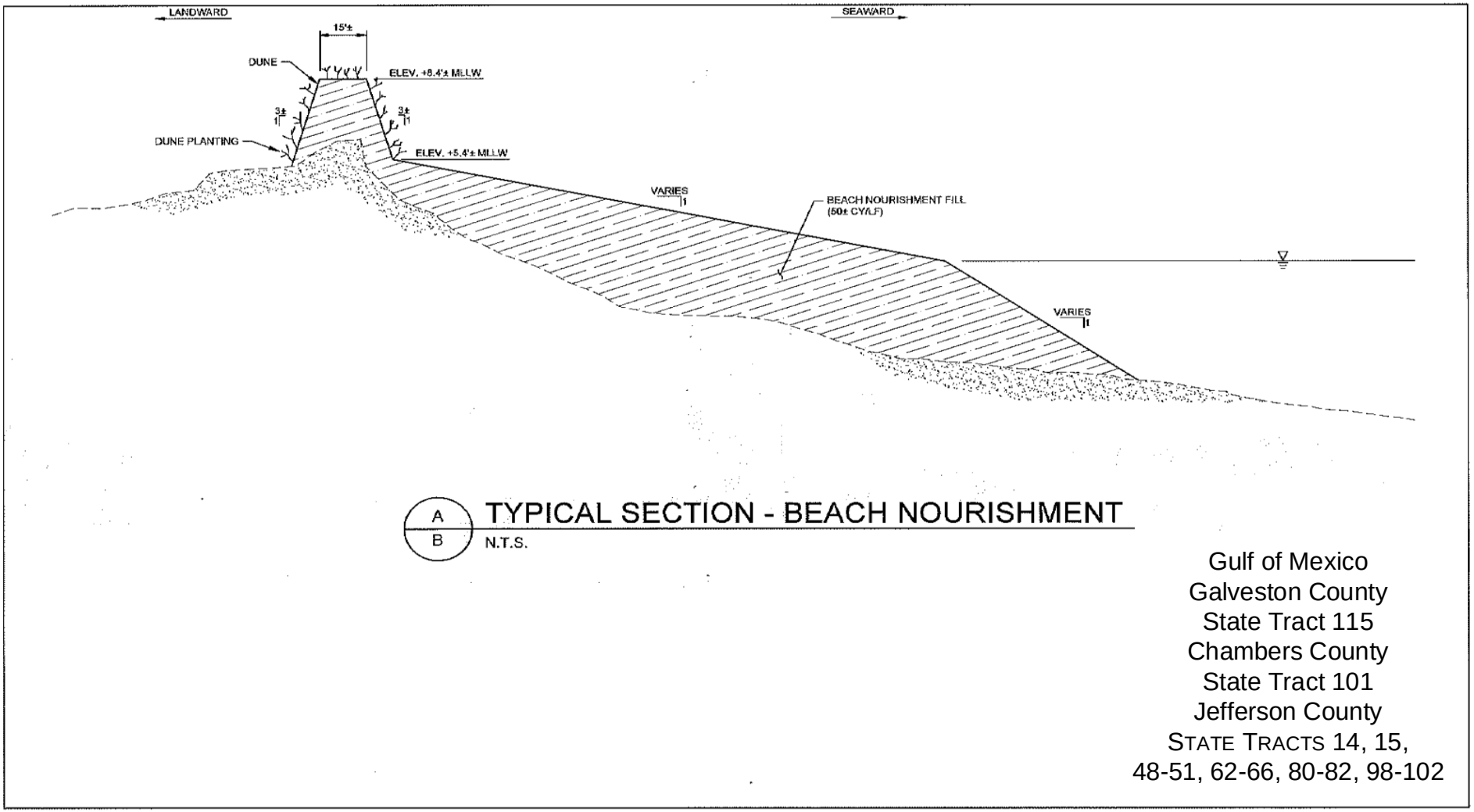


A/B TYPICAL SECTION - BEACH NOURISHMENT

N.T.S.

Gulf of Mexico
Galveston County
State Tract 115
Chambers County
State Tract 101
Jefferson County
STATE TRACTS 14, 15,
48-51, 62-66, 80-82, 98-102

HDR
Texas P.E. Firm
Registration No. F-754

PROJECT NAME: McFADDIN BEACH RIDGE RESTORATION & NOURISHMENT

APPLICANT: JEFFERSON COUNTY
1149 PEAL STREET, BEAUMONT, TX. 77701

DATE: 04-04-2019

PRELIMINARY

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF PERMITTING UNDER THE AUTHORITY OF PHILIP J. BLACKMAR, P.E. TX. 125579 ON 04-04-2019. IT IS NOT TO BE USED FOR CONSTRUCTION OR BIDDING PURPOSES.

HDR PROJECT NO: 10100488

DATUM: MLLW

REV. DATE:

EXHIBIT: E

TITLE: SL20170030 Jefferson County	DATE OF INSPECTION: 3/05/2020
COMPANY: Texas General Land Office	PREPARED BY: CJensen
DRAWING SCALE: Not To Scale	EXHIBIT C-3

AGENDA ITEM **May 18, 2021**

Consider, possibly approve and authorize the County Judge to execute an Inter-local Agreement between Jefferson County, Jefferson County Drainage District No. 6 and Texas Department of Transportation regarding work to be performed as part of the Community Development Block Grant-Disaster Recovery Program, pursuant to Chapter 791 Texas Interlocal Cooperation Act. (For replacement of the State Highway 124 bridge over Taylor's Bayou.)

INTERLOCAL AGREEMENT

STATE OF TEXAS §
§
COUNTY OF JEFFERSON §

WHEREAS, Jefferson County, Texas ("County"), acting by and through its Commissioners Court, and Jefferson County Drainage District 6 ("DD6"), acting by and through its board of directors, both political subdivisions of the State of Texas are authorized by the Texas Interlocal Cooperation Act, Ch. 791 Texas Government Code, to enter into interlocal agreements for the mutual benefit of the citizens they serve; and,

WHEREAS, the Texas Department of Transportation ("TxDOT"), an agency of the state of Texas, is authorized by Chapter 201 of the Texas Transportation Code to enter into Interlocal contracts with one or more local governments in accordance with Texas Government Code Chapter 791; and,

WHEREAS, large areas of the County sustained flooding during Hurricane Harvey, resulting in significant property damage; and,

WHEREAS, as part of the federal response to Hurricane Harvey, the U.S. Department of Housing and Urban Development ("HUD") allocated funding to the Community Development Block Grant-Disaster Recovery Program ("CDBG-DR") to facilitate disaster recovery, restoration, and economic revitalization; and,

WHEREAS, the Texas General Land Office ("GLO"), designated by the Governor as the state agency charged with administering the CDBG-DR program at the state level, developed an Action Plan detailing the proposed use of the funding, including an allocation to the County to address infrastructure; and,

WHEREAS, the DD6 service area includes 487 square miles in northern Jefferson County, including the cities of Beaumont, Bevil Oaks, China and Nome, and the communities of Fannett, Northwest Forest, Hillebrandt Acres, Cheek and LaBelle; and,

WHEREAS, DD6 is authorized to by statute to build bridges and culverts across or over canals, drains, ditches, laterals, and levees and control and supervise the construction and maintenance of canals, drains, ditches and levees, and other improvements of the district and, consistent with this authority, has prioritized a number of drainage infrastructure projects that will enhance drainage and reduce flooding potential in its service area, including the widening of Taylor's Bayou and replacement of the State Highway 124 bridge over Taylor's Bayou as part of a larger DD6 project to mitigate the effects of future flooding in West Jefferson County; and,

WHEREAS, the County has entered into a contract with the GLO, Contract No. 20-065-121-C408 ("GLO Contract") to fund the widening of Taylor's Bayou from 500 feet southeast of State Highway 124 to 500 feet northwest of State Highway 124, and replacement of the State Highway 124 bridge over Taylor's Bayou; and,

WHEREAS, because this project falls into the core functions of both DD6 and TxDOT, the parties desire to enter into this Interlocal Agreement ("Agreement") to provide that DD6 and TxDOT will execute portions of the scope of work consistent with their core functions, while ensuring that all requirements of the GLO, the CDBG-DR program and HUD are satisfied.

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions hereinafter set forth, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County, DD6 and TxDOT hereby agree as follows:

DD6:

1. As the sub-recipient of CDBG-DR funds, the County is responsible to the GLO and HUD for compliance with all program requirements. DD6 will cooperate with the County and its grant administrator Griffith Moseley Johnson & Associates, Inc. ("GMJ"), GLO and HUD to ensure its activities on the Project are carried out and completed in full compliance with all relevant HUD, CDBG-DR and GLO program requirements. These obligations include, but are not limited to, administrative duties and construction management duties, as outlined below.

2. DD6 will coordinate project activities with TxDOT and County.

3. DD6 will perform grant related duties, including uploading data into the GLO's Texas Grant Integrated Reporting ("TIGR") site, and will review and approve draw requests. In addition, DD6 will provide County and GMJ with information as required for completion and timely submission of all periodic reports, certificates of construction completion, interim and final wage compliance reports, force account labor data and all other required reports.

4. DD6 will oversee the design and construction processes, executing these duties on behalf of and in the place of the County Engineer.

5. DD6 will ensure compliance with labor standards regulations and will provide information necessary to complete reports documenting labor standards compliance.

6. DD6 will work with County/GMJ to ensure all DD6 activities (including any DD6 sub-contractors) comply with all relevant procurement regulations.

TxDOT:

7. As the sub-recipient of CDBG-DR funds, the County is responsible to the GLO and HUD for compliance with all program requirements. TxDOT will cooperate with the County and its grant administrator Griffith Moseley Johnson & Associates, Inc. ("GMJ"), GLO and HUD to ensure its activities on the Project are carried out and completed in full compliance with all relevant HUD, CDBG-DR and GLO program requirements. These obligations include, but are not limited to, administrative duties and construction management duties, as outlined below.

8. TxDOT will coordinate project activities with DD6 and County.

9. TxDOT will execute procurement of the construction contractor, ensuring that all of GLO's and HUD's procurement requirements are satisfied.

10. TxDOT will monitor and inspect construction and will review and process construction draw requests.

11. TxDOT will provide County and GMJ with information as required for completion and timely submission of all periodic reports, certificates of construction completion, interim and final wage compliance reports, force account labor data and all other required reports.

11. TxDOT will absorb any costs in excess of the County's $2.4 million CDBG-DR allocation for the project.

This Agreement shall be effective on the date of its execution.

Executed on the _____ day of _____, 2021.

_____
Jeff R. Branick
Jefferson County Judge

_____
Jefferson County Drainage District # 6

_____
By:
TxDOT

TABLE 1 - CONTRACT BUDGET AND BENEFICIARY IDENTIFICATION

Provide comprehensive budget information to include construction, engineering, acquisition, environmental services, and administrative costs. Also include all other funds (FEMA, insurance, local, etc.) committed to the completion of the proposed projects.

A *project* is defined as a discrete combination of: entity (i.e., city or county), activity (i.e., water, sewer, etc.), beneficiary population, and national objective. A *site* is defined as a discrete location for activities within a project. A project can have one or more sites.

BUDGET TABLE:

Project Title:	Total Benes	LMI Benes	LMI %	CDBG-DR Construction	CDBG-DR Engineering	CDBG-DR Acquisition	CDBG-DR Environmental	CDBG-DR Admin	Total CDBG-DR Request	Other Funds	Activity Total
# 1 Taylor's Bayou Drainage Improvements	181	102	56.35%	$2,436,751.0	$365,512.65	$0.00	$9,000.00	$146,205.09	$2,957,468.7	$0.00	$2,957,468.7
# 2 Ditch No. 110-B Drainage Improvements	3,153	1,986	62.99%	$696,000.00	$104,400.00	$0.00	$9,000.00	$41,760.00	$851,160.00	$0.00	$851,160.00
# 3 Ditch No. 107	3,153	1,763	55.92%	$555,549.00	$81,599.50	$0.00	$9,000.00	$33,332.43	$679,480.93	$0.00	$679,480.93
# 4 Mayhaw Bayou Drainage Study	2,209	707	32.01%	$0.00	$214,700.00	$0.00	$0.00	$12,882.00	$227,582.00	$0.00	$227,582.00
# 5 Crane Bayou Pump Station Generators	3,790	2,066	54.51%	$1,000,000.0	$150,000.00	$0.00	$9,000.00	$60,000.00	$1,219,000.0	$0.00	$1,219,000.0
#	0	0	0.00%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
SUMMARY TOTALS:	12,486	6,624	53.05%	$4,688,300.0	$916,212.15	$0.00	$36,000.00	$294,179.52	$5,934,691.6	$0.00	$5,934,691.6

Beneficiary Identification Method(s) Per Project:

1 Project Title: Taylor's Bayou Drainage Improvements

HUD National Objective: Benefiting low- and moderate- (L/M) income persons

Select One Benefit Type: City-wide Benefit ☐ County-wide Benefit ☐ Area Benefit ☒ Direct Benefit ☐

Select Beneficiary Identification Method:

☒ SURVEY: An approved TxCDBG survey was used to identify the beneficiaries for this activity.

How many families surveyed will be assisted by this activity? 181 How many housing units surveyed will be assisted by this activity? 181

When was the survey started? 12/20/18 When was the survey completed? 2/7/19

Provide a detailed explanation of the reason a survey was used to identify the beneficiaries for this activity as opposed to using the applicable HUD LMISD information. A response such as "...to reach the required low-and-moderate income percentage" is not acceptable.

In light of the large amount of Hurricane-related displacement, the County chose door-to-door surveys obtain a more up-to-date count.

TABLE 2 - BUDGET JUSTIFICATION OF RETAIL COSTS

Cost Verification Controls must be in place to assure that construction costs are reasonable and consistent with market costs at the time and place of construction.

Project Title: **Taylor's Bayou Channel Improvements**

Eligible Activity: Flood and Drainage Facilities

HUD Activity #: 5

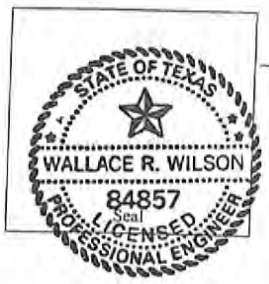
Materials/Facilities/Services	$/Unit	Unit	Quantity	Construction	Acquisition	Total
EXCAVATION	$11.00	CY	30,000	$330,000	$0	$330,000
BRIDGE CONSTRUCTION	$887,928.00	EA	1	$887,928	$0	$887,928
ROADWAY CONSTRUCTION	$1,218,823.00	EA	1	$1,218,823	$0	$1,218,823
	$0.00		0	$0	$0	$0
	$0.00		0	$0	$0	$0
	$0.00		0	$0	$0	$0
				$2,436,751	$0	$2,436,751

1. Identify and explain the annual projected operation and maintenance costs associated with the proposed activities.

$3,500/yr The excavation portion of the project will involve inspection, mowing and occasional erosion repair to be performed by the County. Cleaning and sealing joints by TXDOT.

2. Identify and explain any special engineering activities.

NA



Wallace R. Wilson P.E.
Signature of Registered Engineer/Architect Responsible For Budget Justification:

5/11/21 Date:

4098421818 Phone Number

Click here to ADD ANOTHER Table 2 | Click here to REMOVE the last Table 2

TABLE 2 - BUDGET JUSTIFICATION OF RETAIL COSTS

Cost Verification Controls must be in place to assure that construction costs are reasonable and consistent with market costs at the time and place of construction.

Project Title: **DITCH #107 REHABILITATION**

Eligible Activity: Flood and Drainage Facilities — HUD Activity #: 5

Materials/Facilities/Services	$/Unit	Unit	Quantity	Construction	Acquisition	Total
MOBILIZATION	$31,029.00	EA	1	$31,029	$0	$31,029
CONCRETE LINER (6" THICK)	$120.00	SY	3,313	$397,560	$0	$397,560
TRAFFIC CONTROL	$25,000.00	LS	1	$25,000	$0	$25,000
CULVERT CLEANING (3- 7'X7' S OF FANNET ST)	$30.00	LF	300	$9,000	$0	$9,000
CULVERT CLEANING (60" Ø W OF 11TH ST)	$30.00	LF	330	$9,900	$0	$9,900
CULVERT CLEANING (60" Ø E OF 11TH ST)	$30.00	LF	370	$11,100	$0	$11,100
CULVERT CLEANING (60" Ø DITCH 107)	$30.00	LF	100	$3,000	$0	$3,000
CULVERT CLEANING 2-8'x10' UNDER HWY 69)	$30.00	LF	620	$18,600	$0	$18,600
EXCAVATION AND HAUL OFF	$10.00	CY	5,036	$50,360	$0	$50,360
				$555,549	$0	$555,549

1. Identify and explain the annual projected operation and maintenance costs associated with the proposed activities.

2. Identify and explain any special engineering activities.

STATE OF TEXAS
DOUG SANDERS CANANT, JR
71283
REGISTERED
PROFESSIONAL ENGINEER

Doug Canant

Signature of Registered Engineer/Architect Responsible For Budget Justification:

5/11/21
Date:

409 842 1818
Phone Number

Interlocal Agreement Between
Jefferson County, Texas
And the South East Texas Regional Planning Commission

This Agreement is made on the 2nd day of March 2021, by and between the South East Texas Regional Planning Commission, a political subdivision of the State of Texas, hereinafter referred to as "SETRPC" and the Jefferson County, hereinafter referred to as the "Jefferson County".

WHERAS, Jefferson County has entered into contract #1505-0266 with the U.S. Department of The Treasury to conduct Emergency Rental Assistance Program, hereinafter referred to as the "ERAP," and with the authority to enter into an Interlocal Agreement for the provision of ERAP with another governmental entity.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code authorizes units of local government to contract with one or more units of local government to perform government functions and services; and

WHEREAS, this Agreement is entered into pursuant to the authority, under the provisions of, and in accordance with, Chapter 791 of the Texas Government Code, for the performance of ERAP contract #1505-0266; specifically, the ERAP and for such other and further acts of cooperation as the parties may subsequently agree to by the execution of a separate and specific agreement ratified by the governing bodies of each contracting party, specifically the Commissioners Court of Jefferson County and the SETRPC Executive Board; and

WHEREAS, Jefferson County received a direct allocation from The U.S. Department of the Treasury to provide these services to the citizens of Jefferson County, and has the capacity to service the needs of the SETRPC; and

WHEREAS, Jefferson County and the SETRPC have investigated and determined that it would be advantageous and beneficial to both Jefferson County and to SETRPC and its inhabitants for SETRPC to provide ERAP services to Jefferson County; and

WHEREAS, Jefferson County wishes to engage SETRPC to ERAP on behalf of Jefferson County, and Jefferson County desires to engage SETRPC to provide such services; and

WHEREAS, the governing bodies of the Jefferson County and SETRPC desire to foster good-will and cooperation between the two entities; and

WHEREAS, Jefferson County and SETRPC, deem it to be in the best interest of both entities to enter into this Agreement relative to the ERAP and for such other and additional services as the parties may subsequently agree to by the execution of separate and specific agreements, and in consideration of the mutual covenants contained herein, Jefferson County and SETRPC agree as follows:

Services to be Performed
Jefferson County agrees to engage SETRPC to conduct ERAP to Jefferson County residents, together with all incidental acts, procedures, and methods necessary to accomplish the ends of such project.

Duration of Agreement
Unless mutually initiated, cancelled, or terminated earlier with thirty (30) days written notice, this Agreement shall commence on the 2nd day of March 2021. This contract expires at midnight on December

31, 2021. This contract may be extended for Three (3) annual renewals with the renewal fees and payments for each successive year to be negotiated and agreed to by the parties annually.

Compensation
Jefferson County shall compensate SETRPC for the services referred to in Section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) at the rate of a $2,000,000 advance, on or before the 1st day of April 2021. Upon the SETRPC account reaching $1,500,000, another $2,000,000 will be transferred to SETRPC, and will continue until all contract #1505-0266 grant funds are expended. On a monthly basis, SETRPC will invoice Jefferson County for the prior month's indirect costs up to $61,540 for the contract period.

Relationship of Parties
The parties intend that SETRPC, in performing services specified in this agreement, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. Neither SETRPC, its agents, employees, volunteer help or any other person operating under this Agreement, shall be considered an agent or employee of Jefferson County and shall not be entitled to participate in any pension or other benefits that Jefferson County provides its employees.

Notice to Parties
Any notice given hereunder by either party to the other shall be in writing and may be affected by personal delivery in writing or by certified mail, return receipt requested. Notice to Jefferson County shall be sufficient if made or addressed to the office of the County Judge, Jeff Branick.

Notice to the Jefferson County shall be sufficient if made or addressed to Executive Director, SETRPC, Shanna Burke. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

Miscellaneous Provisions
Indemnification
SETRPC agrees to promptly defend, indemnify and hold Jefferson County harmless from and against any and all claims, demands, suits, causes of action, and judgments for (a) damages to the loss of property of any person; and/or (b) death, bodily injury, illness, disease, loss of services, or loss of income or wages to any person, arising out of incident to, concerning or resulting from the negligent or willful act or omissions of SETRPC, its agents, officers, and or employees in the performance of activities of duties pursuant to this Agreement.

Entire Agreement
This Agreement contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing signed by both parties.

This Agreement shall be governed by and constructed in accordance with the laws of the State of Texas. No assignment of this Agreement or of any right accrued hereunder shall be made, in whole or in part, by either party without the prior written consent of the other party. Venue shall be in Jefferson County, Texas.

The undersigned officer and/or agents of the parties hereto are the properly authorized officials of the party presented and have the necessary authority to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and approved and are now in full force and effect.

EXECUTED by the parties hereto, each respective entity acting by and through its duly authorized official as required by law, on the date specified on the multiple counterpart executed by such entity.

SETRPC

By: _____
Executive Director

Date: 03/09/2021

Jefferson County, Texas

By: _____
County Judge

Date: 3/2/21

OMB Approved No.: 1505-0266

Expiration Date: 7/31/21

U.S. DEPARTMENT OF THE TREASURY
EMERGENCY RENTAL ASSISTANCE

Recipient name and address: Jefferson County, Texas 1149 Pearl, 7th Floor Beaumont, TX 77701-3638	DUNS Number: 01-080-7535 Taxpayer Identification Number: 74-6000291

Section 501(a) of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) authorizes the Department of the Treasury ("Treasury") to make payments to certain recipients to be used to provide emergency rental assistance.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Jeff Branick

Authorized Representative Name: Jeff R. Branick

Title: County Judge

Date signed: 1/12/21

U.S. DEPARTMENT OF THE TREASURY
EMERGENCY RENTAL ASSISTANCE

1. Use of Funds. Recipient understands and agrees that the funds disbursed under this award may only be used for the purposes set forth in Section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) (referred to herein as "Section 501").

2. Repayment and reallocation of funds.

    a. Recipient agrees to repay excess funds to Treasury in the amount as may be determined by Treasury pursuant to Section 501(d). Such repayment shall be made in the manner and by the date, which shall be no sooner than September 30, 2021, as may be set by Treasury.

    b. The reallocation of funds provided by Section 501(d) shall be determined by Treasury and shall be subject to the availability of funds at such time.

3. Availability of funds.

    a. Recipient acknowledges that, pursuant to Section 501(e), funds provided under this award shall remain available only through December 31, 2021, unless, in the case of a reallocation made by Treasury pursuant to section 501(d), Recipient requests and receives from Treasury an extension of up to 90 days.

    b. Any such requests for extension shall be provided in the form and shall include such information as Treasury may require.

    c. Amounts not expended by Recipient in accordance with Section 501 shall be repaid to Treasury in the manner specified by Treasury.

4. Administrative costs.

    a. Administrative expenses of Recipient may be treated as direct costs, but Recipient may not cover indirect costs using the funds provided in this award, and Recipient may not apply its negotiated indirect cost rate to this award.

    b. The sum of the amount of the award expended on housing stability services described in Section 501(c)(3) and the amount of the award expended on administrative expenses described in Section 501(c)(5) may not exceed 10 percent of the total award.

5. Reporting.

    a. Recipient agrees to comply with any reporting obligations established by Treasury, including the Treasury Office of Inspector General, as relates to this award, including but not limited to: (i) reporting of information to be used by Treasury to comply with its public reporting obligations under section 501(g) and (ii) any reporting to Treasury and the Pandemic Response Accountability Committee that may be required pursuant to section 15011(b)(2) of Division B of the Coronavirus Aid, Relief, and Economic Security Act (Pub. L. No. 116-136), as amended by Section 801 of Division O of the Consolidated Appropriations Act, 2021 (Pub. L. No. 116-260). Recipient acknowledges that any such information required to be reported pursuant to this section may be publicly disclosed.

    b. Recipient agrees to establish data privacy and security requirements as required by Section 501(g)(4).

6. Maintenance of and Access to Records

a. Recipient shall maintain records and financial documents sufficient to support compliance with Section 501(c) regarding the eligible uses of funds.

b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.

c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Compliance with Applicable Law and Regulations.

a. Recipient agrees to comply with the requirements of Section 501 and Treasury interpretive guidance regarding such requirements. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 (including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

9. False Statements. Recipient understands that false statements or claims made in connection with this award may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

10. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

11. Debts Owed the Federal Government.

    a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are not repaid by Recipient as may be required by Treasury pursuant to Section 501(d) shall constitute a debt to the federal government.

    b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will refer any debt that is more than 180 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.

    c. Penalties on any debts shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.

    d. Funds for payment of a debt must not come from other federally sponsored programs.

12. Disclaimer.

    a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

    b. The acceptance of this award by Recipient does not in any way constitute an agency relationship between the United States and Recipient.

13. Protections for Whistleblowers.

    a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

    b. The list of persons and entities referenced in the paragraph above includes the following:

        i. A member of Congress or a representative of a committee of Congress;

        ii. An Inspector General;

        iii. The Government Accountability Office;

        iv. A Treasury employee responsible for contract or grant oversight or management;

        v. An authorized official of the Department of Justice or other law enforcement agency;

        vi. A court or grand jury; and/or

        vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

    c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

14. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), Recipient should and should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

15. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

SEPARATE AGREEMENT

IN THE EXECUTIVE COMMITTEE MEETING OF The South East Texas Regional Planning Commission

SEPARATE WRITTEN APPROVAL OF INTERLOCAL COOPERATION CONTRACT WITH Jefferson County

FOR ERAP

The Executive Committee, in compliance with §791.014 of the Texas Government Code, otherwise known as the Interlocal Cooperation Act, and before the commencement of any work of an Interlocal Contract with Jefferson County, hereby authorizes and approves this separate specific written approval for the proposed project. In this regard, the following provisions apply to such proposed Interlocal Cooperation Contract:

This approval is separate and distinct from the Interlocal Cooperation Contract itself.

The proposed project is for SETRPC to conduct the work of the attached contract #1505-0266 between Jefferson County and the U.S. Department of Treasury.

The SETRPC Executive Committee, specifically finds that herein described project would serve a public purpose and would be beneficial to the residents of Jefferson County, Texas.

Date: 3/3/2021

DocuSigned by:
Rebecca Ford
3728CD40DEE1455...

SETRPC President

Attest: 3/3/2021

DocuSigned by:
Shanna Burke
7A5A6CB9077C4EB...

SETRPC Executive Director

SEPARATE AGREEMENT

IN THE COMMISSIONERS COURT OF
JEFFERSON COUNTY, TEXAS

SEPARATE WRITTEN APPROVAL OF INTERLOCAL
COOPERATION CONTRACT WITH
SETRPC
FOR ERAP

The Commissioners Court of Jefferson County, Texas, in compliance with §791.014 of the Texas Government Code, otherwise known as the Interlocal Cooperation Act, and before the commencement of any work related to the subject matter of an Interlocal Contract with SETRPC, hereby authorizes and approves this separate specific written approval for the proposed project. In this regard, the following provisions apply to such proposed Interlocal Cooperation Contract:

This approval is separate and distinct from the Interlocal Cooperation Contract itself.

The proposed project is for SETRPC to: conduct the work of the attached contract #1505-0266 between Jefferson County and the U.S. Department of Treasury.

The Commissioners Court of Jefferson County, Texas specifically finds that herein described project would serve a public purpose and would be beneficial to the residents of Jefferson County, Texas.

Date: 3/2/2021

County Judge

Attest:

County Clerk, ex officio clerk of the
Commissioners Court

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

Compliance with
OUT OF STATE TRAVEL POLICY

Emily Esquivel attendance of the:
ASCLD Symposium
August 22nd – 27th, 2021
Boston, Massachusetts

1. It is not included in the yearly budget. Expenses will be covered by the Coverdell Forensic Science grant received by the Crime Lab.
2. This training directly impacts the employee and Laboratory's ability to perform assigned tasks.
3. The benefit is worth the cost of the employee's time away from the laboratory because the training covers laboratory leadership, work quality, and laboratory accreditation.
4. This training opportunity is not offered in Texas in 2021.

Hunter Jones and Firearm Examiner (to be determined) attendance of the:
Association of Firearm and Toolmark Examiners Conference
August 22nd – 27th, 2021
Miami, Florida

1. Expenses for two people will be covered by the Coverdell Forensic Science grant received by the Crime Laboratory.
2. This training directly impacts the employee's ability to perform his/her assigned tasks.
3. The benefit is worth the cost of the employee's time away from the laboratory because the training is directly related to firearms analysis. This training allows the Lab to obtain current information from sources outside of our own service area and in the scientist's field of expertise.
4. This training opportunity is not offered in Texas in 2021.

Compliance with
OUT OF STATE TRAVEL POLICY

Emily Esquivel attendance of the:
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August 22nd – 27th, 2021
Boston, Massachusetts

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Special, May 18, 2021

There being no further business to come before the Court at this time, same is now here adjourned on this date, May 18, 2021