SPECIAL, 6/29/2021 10:30:00 AM

BE IT REMEMBERED that on June 29, 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 (ABSENT)

Commissioner Darrell Bush, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3 (ABSENT)

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

Honorable Zena Stephens, Sheriff

Honorable Theresa Goodness , County Clerk (ABSENT) -

Jes Prince, Cheif Deputy

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 June 29, 2021

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, willmeet at **10:30 AM,** on the **29th** day of **June 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.-CANCELLATION OF WORKSHOP

10:00 a.m.- WORKSHOP-To receive and discuss information from Dr. Servit Satir, DO regarding his employment as supervising physician for the Jefferson County Employee Health Clinic.

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: Everette "Bo" Alfred, Commissioner, Precinct Four

PLEDGE OF ALLEGIANCE: Darrell Bush, Commissioner, Precinct Two

PURCHASING:

1. Receive and file bids for Invitation for Bid (IFB 21-032/YS), Term Contract for Termite Treatment for Jefferson County.

SEE ATTACHMENTS ON PAGES 14 - 146

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

2. Consider and approve specifications for Request for Statements of Qualification (RFQ 21-040/JW) Professional Engineering Services for Drainage Improvements at the Jack Brooks Regional Airport. This project is intended to be funded by the Federal Aviation Administration (FAA) Airport Improvement Program (AIP)/CARES Act Grant to the Airport; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326.

SEE ATTACHMENTS ON PAGES 147 - 180

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

3. Consider and approve specifications for Request for Statements of Qualification (RFQ 21-041/JW) Professional Engineering Services for Rehabilitation of Fuel Farm Pavement at the Jack Brooks Regional Airport. This project is intended to be funded by the Federal Aviation Administration (FAA) Airport Improvement Program (AIP)/CARES Act Grant to the Airport; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326.

SEE ATTACHMENTS ON PAGES 181 - 212

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

4. Consider and approve specifications for Request for Statements of Qualification (RFQ 21-042/JW) Professional Engineering/Architectural Services for Rehabilitation and Update of the Jerry Ware General Aviation Terminal and Aircraft Rescue and Fire Fighting Station (ARFF) at the Jack Brooks Regional Airport. This project is intended to be funded by the Federal Aviation Administration (FAA) Airport Improvement Program (AIP)/CARES Act Grant to the Airport; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326.

SEE ATTACHMENTS ON PAGES 213 - 243

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

5. Consider and approve specifications for Request for Statements of Qualification (RFQ 21-043/JW) Professional Engineering Services for Landside Road Pavement Repairs at the Jack Brooks Regional Airport. This project is intended to be funded by the Federal Aviation Administration (FAA) Airport Improvement Program (AIP)/CARES Act Grant to the Airport; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326.

SEE ATTACHMENTS ON PAGES 244 - 274

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

6. Consider and approve specifications for Request for Statements of Qualification (RFQ 21-044/JW) Professional Engineering Services for Rehabilitation of Main Terminal HVAC at the Jack Brooks Regional Airport. This project is intended to be funded by the Federal Aviation Administration (FAA) Airport Improvement Program (AIP)/CARES Act Grant to the Airport; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326.

SEE ATTACHMENTS ON PAGES 275 - 306

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

7. Consider and approve specifications for Request for Statements of Qualification (RFQ 21-045/JW) Professional Engineering Services for Electrical Vault Replacement at the Jack Brooks Regional Airport. This project is intended to be funded by the Federal Aviation Administration (FAA) Airport Improvement Program (AIP)/CARES Act Grant to the Airport; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326.

SEE ATTACHMENTS ON PAGES 307 - 338

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

8. Consider and approve award, execute, receive and file a contract for Invitation for Bid (IFB 21-020/JW) Camera System (for Bell 407 Helicopter) for the Jefferson County Sheriff's Office with Wescam USA, Inc., in the amount of $415, 212.00; with funding provided by the Port Security Grant 2020.

SEE ATTACHMENTS ON PAGES 339 - 414

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

9. Consider and approve award, execute, receive and file a contract for Invitation for Bid (IFB 21-021/JW) Digital Mapping System (for Bell 407 Helicopter) for the Jefferson County Sheriff's Office with AeroComputers Corporation for Bid Item 1: Digital Mapping System, and Bid Item 2: Automatic Identification System, for a total amount of $132,360.00; with funding provided by the Port Security Grant 2020.

SEE ATTACHMENTS ON PAGES 415 - 519

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

10. Consider and approve, execute, receive and file a contract renewal for (RFP 19-029/YS), Term Contract for Pest Control Services for Jefferson County for a second one (1) year renewal with Aattaboy Termite and Pest Control, Inc. from July 14, 2021 to July 13, 2022.

SEE ATTACHMENTS ON PAGES 520 - 520

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

11. Execute, receive and file a renewal for (IFB 19-004/YS), Term Contract for Lighting Supplies for Runway and Taxiway at Jack Brooks Regional Airport for a second one (1) year renewal with blueglobes, llc from March 2, 2021 through March 1, 2022. This renewal includes changes to brands and pricing due to cost of materials; as shown on Attachment A.

SEE ATTACHMENTS ON PAGES 521 - 523

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

12. Consider and approve, execute, receive and file an agreement (Agreement 21-048/DC) with Spectrum and Jefferson County for Standard Cable Service located at Precinct 3 Service Center, 5700 Jade Ave, Port Arthur, TX 77640; for a total monthly cost of $101.95 and a one-time change of service charge of $99.00.

SEE ATTACHMENTS ON PAGES 524 - 528

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

13. Consider and approve, execute, receive and file Job Order Contract (JOC 21-047/DC) with SETEX Facilities & Maintenance for the Remodeling of (2) Rooms in the District Attorney Beaumont Office in the amount of $3,123.13; in accordance with Choice Partners JOC Texas Contract 15/041JN-11-2015.

SEE ATTACHMENTS ON PAGES 529 - 534

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

14. Consider and possibly approve the removal and replacement of a set of existing 15 port VESDA units with a single VESDA unit at the Downtown Jail with Firetrol in the amount of $21,500.00. This in accordance with BuyBoard Contract 574-18 with funding available through Capital Projects.

SEE ATTACHMENTS ON PAGES 535 - 535

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

COUNTY AIRPORT:

15. Consider, possibly approve, and authorize the County Judge to execute amendment # 1 for FAA AIP Grant # 33 in the amount of $309,161 (from $3,222,505 to $ 3,531,666).

SEE ATTACHMENTS ON PAGES 536 - 536

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

COUNTY AUDITOR:

16. Consider and approve budget transfer – Port Arthur Maintenance – replacement of two a/c units.

120-6084-416-6014	BUILDINGS AND STRUCTURES	$15,790.00	
120-6084-416-4056	ELECTRICITY		$6,000.00

120-6084-416-4009	BUILDINGS AND GROUNDS		$9,790.00

SEE ATTACHMENTS ON PAGES 537 - 541

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

17. Consider and approve budget transfer– JP Pct.1, Pl.1– additional cost for postage.

120-2041-412-5062	TRAVEL EXPENSE	$400.00	
120-2041-412-3078	OFFICE SUPPLIES		$400.00

SEE ATTACHMENTS ON PAGES 542 - 542

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

18. Consider and approve budget transfer – Purchasing – additional cost for postage.

120-1022-415-4052	POSTAGE	$500.00	
120-1022-415-5062	TRAVEL EXPENSE		$500.00

SEE ATTACHMENTS ON PAGES 543 - 543

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

19. Regular County Bills - check #483831 through check #484092.

SEE ATTACHMENTS ON PAGES 544 - 554

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

ADDENDUMS

20. Consider and approve budget transfer - Service Center - purchase of 4 shop fans

120-8095-417-3084	MINOR EQUIPMENT	$1,800.00	
120-8095-417-4009	BUILDINGS AND GROUNDS		$1,800.00

SEE ATTACHMENTS ON PAGES 555 - 555

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

COUNTY CLERK:

21. Receive and file Memorandum of Understanding with Beaumont Independent School District for the use of voting equipment for the Beaumont United High School Homecoming election in September of 2021.

SEE ATTACHMENTS ON PAGES 556 - 558

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

COUNTY COMMISSIONERS:

22. Consider and possibly adopt a Resolution recognizing Linda Patterson for 39 years and 8 months of dedicated service to Jefferson County and wishing her well in her retirement.

SEE ATTACHMENTS ON PAGES 559 - 559

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

23. Receive and file Oath of Office and Statement of Officer of Appointment for Harold Lee Doucet, Jr. to the position of Constable Precinct No. 8 to fulfill the unexpired term of Constable Eddie Collins, retired, Pursuant to Sec. 87.042 (a), Texas Local Government Code.

SEE ATTACHMENTS ON PAGES 560 - 562

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

24. Receive and file executed Contract for Independent Contractor Physician as supervising physician for the Jefferson County Employee Health Department.

SEE ATTACHMENTS ON PAGES 563 - 565

Action: TABLED

25. Receive and file Compiled Financial Statement for the Jefferson County Emergency Services District No. 1 for year ending September 30, 2020. Audited financial statements will be received and filed by July 31, 2021 in accordance with section 775.0821 of the Texas health & Safety Code.

SEE ATTACHMENTS ON PAGES 566 - 576

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

26. 10:00 a.m.-CANCELLATION OF WORKSHOP

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

COUNTY TAX ASSESSOR-COLLECTOR:

27. Consider and possibly approve a Resolution recognizing Cindy Yates for her 14 years of service to Jefferson County and to the citizens of Jefferson County and wishing her well in her retirement.

SEE ATTACHMENTS ON PAGES 577 - 577

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

COUNTY TREASURER:

28. Receive and File Investment Schedule for May, 2021, including the year to date total earnings on County funds.

SEE ATTACHMENTS ON PAGES 578 - 580

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

JUVENILE PROBATION:

29. Receive and File the proposed Juvenile Probation Budget for FYI in accordance with 140.004 Local Government Code.

SEE ATTACHMENTS ON PAGES 581 - 624

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

RISK MANAGEMENT:

30. Approve, receive, and file Public Official's Bond for Harold Lee Doucet, Jr., Constable, Precinct 8.

SEE ATTACHMENTS ON PAGES 625 - 627

Motion by: Commissioner Bush
Second by: Commissioner Alfred
In favor: County Judge Branick, Commissioner Bush, 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

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.
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> **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 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: Aattaboy Termite & Pest Control, Inc.

Bidder's TAX ID Number: 20-8381290

Contact Person: Jackie Papania **Title:** HR / Controller

Phone Number (with area code): (409) 722-3134 Office (936) 208-2375 Jackie's Cell

Alternate Phone Number if available (with area code): (936) 652-4134 Guy Papania Cell

Fax Number (with area code): (409) 722-1018

Email Address: jpapania@aattaboy.com

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

P.O. BOX 992 / 1417 Magnolia Ave. Suite B
Address

Port Neches, TX. 77651-0992
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:

Aattaboy Termite & Pest Control, Inc.
Company Name

P.O. BOX 992 / 1417 Magnolia Ave. Suite B
Address

Port Neches, TX. 77651-0992
City State Zip

Signature of Person Authorized to Sign

Jackie Papania
Printed Name

HR / Controller
Title

For clarification of this offer, contact:

Jackie Papania
Name

(409) 722-3134 **(409) 722-1018**
Phone Fax

jpapania@aattaboy.com
E-mail

Bidder: 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

Bidder: 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	$ 0.09	$ 10,394.10
2	**Jefferson County Courthouse – New Portion** 1001 Pearl Street, Beaumont TX Contact Person: Greg Keller 409-835-8511	140,937	$ 0.06	$ 8,456.22
3	**Jefferson County Annex I – Beaumont** 215 Franklin Street, Beaumont TX Contact Person: Greg Keller 409-835-8511	31,784	$ 0.04	$ 1,271.36
4	**Jefferson County Annex IV – Beaumont** 820 Neches, Beaumont TX 77701 Contact Person: Greg Keller 409-835-8511	20,000	$ 0.09	$ 1,800.00
5	**Jefferson County Subcourthouse – Port Arthur** 525 Lakeshore Drive, Port Arthur TX Contact Person: Kenneth Shepherd 409-983-8307	15,394	$ 0.20	$ 3,078.80
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	$ 0.18	$ 2,574.00
7	**Precinct #3 Service Center (office only)** 5700 Jade Avenue, Port Arthur TX Contact Person: Kenneth Shepherd 409-983-8307	3,500	$ 0.14	$ 490.00
8	**Mid County Office Building** 7933 Viterbo Road, Beaumont TX Contact Person: Bobby Kelly 409-727-2173	6,120	$ 0.18	$ 1,101.60
9	**Jefferson County Hamshire Building** 24420 Highway 124, Hamshire TX Contact Person: Bobby Kelly 409-727-2173	2,858	$ 0.18	$ 514.44
10	**Minnie Rogers Juvenile Justice Center – Beaumont** 5326 Highway 69 South, Beaumont TX Contact Person: Chief Cockrell 409-722-7474	12,850	$ 0.12	$ 1,542.00

(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	$ 0.20	$ 495.20
12	**Precinct #2 Service Center** 7759 Viterbo Road, Beaumont TX Contact Person: Bobby Kelly 409-727-2173	14,400	$ 0.12	$ 1,728.00
13	**Jack Brooks Regional Airport - Terminal** 6000 Airline Drive, Beaumont TX Contact Person: Duke Youmans 409-722-0643	19,579	$ 0.11	$ 2,153.69
	TOTAL FOR ALL SERVICE LOCATIONS			$ 35,599.41

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)**	$ 2,775.00
	Terms: Full inspection yearly. After full treatment date, yearly inspection will be performed, spot treatments will be as needed to control any reoccuring termites.	

Proof of licensing provided: TDA TPCL No: 0771797 & CA No: 0561419

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: **Praxair / Motiva**

Address: **25555 Savannah Ave., Port Arthur, Texas 77642**

Contact Person and Title: **Vanessa Magana / Purchasing**

Phone: **(409) 984-7941** Fax:

Email Address: **vmagana@custofab.com** Contract Period: **2015 - Present**

Scope of Work: **Pest Control, Termite Control**

REFERENCE TWO

Government/Company Name: **Christus St. Elizabeth & St. Mary Hospitals**

Address: **2830 Calder Ave., Beaumont, Texas 77702**

Contact Person and Title: **Brent Strope / Facility Manager**

Phone: **(409) 236-8557** Fax:

Email Address: **brent.strope@christushealth.org** Contract Period: **2010 - Present**

Scope of Work: **Pest Control, Termite Control**

REFERENCE THREE

Government/Company Name: **ITEX Property Managenment**

Address: **3735 Honeywood Tr., Port Arthur, Texas 77642**

Contact Person and Title: **Rene Russell / Property Management**

Phone: **(409) 719-5700** Fax:

Email Address: **rene.russel@itexgrp.com** Contract Period: **2010 - Present**

Scope of Work: **Pest Control, Termite Control**

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

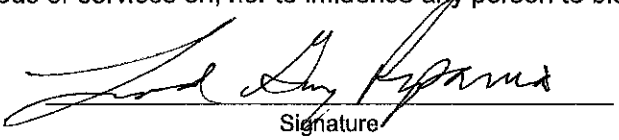
As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the 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.

Aattaboy Termite & Pest Control, Inc.	
Bidder (Entity Name)	Signature
1417 Magnolia Ave. Ste. B / PO BOX 992	Leonard Guy Papania
Street & Mailing Address	Print Name
Port Neches, Texas 77651-0992	June 1, 2021
City, State & Zip	Date Signed
409-722-3134	409-722-1018
Telephone Number	Fax Number
jpapania@aattaboy.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.

Jackie Papania
Signature of Contractor's Authorized Official

JACKIE PAPANIA / HR/Controller/Co-Owner
Name and Title of Contractor's Authorized Official *(Please Print)*

June 1, 2021
Date

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

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

OFFICE USE ONLY
Date Received

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.

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

Aattaboy Termite & Pest Control, 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.**

_____
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

Jackie Papania — Signature of vendor doing business with the governmental entity

6/1/2021 — Date

Adopted 8/7/2015

Bidder: Complete & Return this Form with Offer.

Local Government Officer
Conflicts Disclosure Statement – OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER — 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**

Aattaboy Termite & Pest Control, Inc.

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

Pest Control, Termite Control

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 N/A Description of Gift _____

Date Gift Accepted N/A Description of Gift _____

Date Gift Accepted N/A 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.

Leonard Guy Papania
Printed Name of Authorized Representative

Leonard Guy Papania
Signature

Manager
Title

6/1/2021
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

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): Aattaboy Termite & Pest Control, Inc.

Title: Manager / GM

Signature: Jamal Guy Papania

Date: 6/1/2021

E-mail address: jpapania@aattaboy.com

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

Name (print or type): Jackie Papania

Title: Accts. Receivable/Controller

Date: 6/1/2021

E-mail address: jpapania@aattaboy.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 Aattaboy Termite & Pest Control, 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.):	208381290
Company Name submitting bid/proposal:	Aattaboy Termite & Pest Control, Inc.
Mailing address:	P.O. BOX 992, Port Neches, Texas 77651
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** Property ID: 387112-
700000-000-004515-00000-0	1417 Magnolia Ave., Ste. B, Port Neches, TX. 77651

* 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, Jackie Papania, the undersigned representative of (company or business name) Hattaboy Termite & Pest Control, 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.

Jackie Papania
Signature of Company Representative

6/4/2021
Date

On this 4th day of JUNE, 2021, personally appeared

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

Notary Seal

STEPHANIE ILES NOTARY PUBLIC STATE OF TEXAS ID #12989633-5 Exp 07/24/2022

Stephanie Iles
Notary Signature

06/08/2021
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.

Aattabay Termite & Pest Control, Inc.
Company Name

IFB 21-032/YS
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 Jackie Papania (name), who

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

"I, Jackie Papania (name) am a duly authorized officer of/agent

for Aattaboy Termite & Pest Control, Inc (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Aattaboy Termite & Pest Control, 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: Aattaboy Termite & Pest Control, Inc.
1417 Magnolia Ave., Ste. B, Port Neches, TX. 77651

Fax: (409) 722-1018 Telephone# (409) 722-3134

by: Jackie Papania (print name) Title: HR/Controller/Co-Owner

Signature: Jackie Papania

SUBSCRIBED AND SWORN to before me by the above-named

_____ on

this the 4th day of JUNE, 2021.

Stephanie Iles
Notary Public in and for
the State of Texas

STEPHANIE ILES NOTARY PUBLIC STATE OF TEXAS ID#12989633-5 Exp 07/24/2022

Bidder Shall Return Completed Form with Offer.

IFB 21-032/Y5

TEXAS DEPARTMENT OF AGRICULTURE
COMMISSIONER SID MILLER
P. O. BOX 12847 AUSTIN, TX 78711-2847
(877) 542-2474
For the hearing impaired: (800) 735-2989 (TDD)
(800) 735-2988 (VOICE)
www.TexasAgriculture.gov

SPCS BUSINESS LICENSE

This is to certify that the business listed below has met the licensing requirements of Texas Occupations Code, Chapter 1951 and is authorized to engage in the business of Structural Pest Control.

MATTABOY TERMITE & PEST CONTROL INC

417 MAGNOLIA AVE STE B
PORT NECHES TX 77651

TDA TPCL No. : 0771797

SPCB TPCL : 11907

Issue Date : 10/31/2020

Expiration Date : 10/31/2021

TEXAS DEPARTMENT OF AGRICULTURE
COMMISSIONER SID MILLER
P. O. BOX 12847 AUSTIN, TEXAS 78711-2847
(877) LIC-AGRI (877-542-2474)
For the hearing impaired: (800) 735-2989 TDD (800) 735-2988 VOICE
www.TexasAgriculture.gov

COMMERCIAL CERTIFIED APPLICATOR LICENSE

This is to certify that the person whose name appears below has met the requirements of Texas Administrative Code, Title 4, Part 13, Chapter 7, Subchapter H and Chapter 1951 of the Texas Occupations Code.

LEONARD PAPANIA
AATTABOY TERMITE & PEST CONTROL INC
1417 MAGNOLIA AVE STE B
PORT NECHES TX 77651

TDA TPCL No:	0771797
License No:	0561419
SPCB TPCL No:	11907
Issue Date:	11/09/2000
Expiration Date:	10/31/2021
Categories:	L,P,T,W

TERMIDOR® SC

TERMITICIDE/ INSECTICIDE

For use by individuals/firms licensed or registered by the state to apply termiticide products.

ACTIVE INGREDIENTS:

Fipronil: 5-amino-1-(2,6-dichloro-4-(trifluoromethyl) phenyl)-4-((1,R,S)-(trifluoromethyl)sulfinyl) -1-H-pyrazole-3-carbonitrile 9.1%

INERT INGREDIENTS: 90.9%

EPA Reg. No. 7969-210 **EPA Est. No.**

KEEP OUT OF REACH OF CHILDREN.

CAUTION

Si usted no entiende la etiqueta, busque a alguien para que se la explique a usted en detalle. (if you do not understand the label, find someone to explain it to you in detail.)

See inside for additional
First Aid, **Precautionary Statements** and **Directions for Use.**

FOR PRODUCT USE INFORMATION, CALL 1-877-TERMIDOR

www.pestcontrolfacts.com

FOR MEDICAL AND TRANSPORTATION EMERGENCIES ONLY CALL 24 HOURS A DAY 1-800-832-HELP.

NET CONTENTS: _____

TERMIDOR®

BASF PROFESSIONAL PEST CONTROL

BASF

BASF
26 Davis Drive
Research Triangle Park, NC 27709

©2003 BASF Corporation

IFB 21-032/YS

FIRST AID	
IF SWALLOWED	• Call a poison control center or doctor immediately for treatment advice. • Have a person sip a glass of water if able to swallow. • Do not induce vomiting unless told to by a poison control center or doctor. • Do not give anything by mouth to unconscious person.
IF ON SKIN OR CLOTHING	• Take off contaminated clothing. • Rinse skin immediately with plenty of water for 15-20 minutes. • Call a poison control center or doctor for treatment advice.
IF INHALED	• Move person to fresh air. • If person is not breathing, call 911 or ambulance, then give artificial respiration, preferably mouth to mouth if possible. • Call a poison control center or doctor for treatment advice.
IF IN EYES	• Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. • Call a poison control center or doctor for treatment advice.
Have the product container or label with you when calling a poison control center or doctor, or going for treatment. **NOTE TO PHYSICIAN:** There is no specific antidote. All treatment should be based on observed signs and symptoms of distress in the patient. Overexposure to materials other than this product may have occurred. In severe cases of overexposure by oral ingestion, lethargy, muscle tremors, and in extreme cases, possibly convulsions may occur.	

PRECAUTIONARY STATEMENTS

HAZARDS TO HUMANS AND DOMESTIC ANIMALS

CAUTION

Harmful if swallowed, absorbed through skin or inhaled. Causes eye irritation. Do not get in eyes, on skin or on clothing. Do not breathe spray mist.

PERSONAL PROTECTIVE EQUIPMENT (PPE)

All pesticide handlers (mixers, loaders, and applicators) must wear long-sleeved shirt and long pants, socks, shoes, and chemical-resistant gloves. All pesticide handlers must wear a dust/mist filtering respirator (MSHA/NIOSH approval number prefix TC-21C) when working in a non-ventilated space, including but not limited to crawlspaces and basements. All pesticide handlers must wear protective eyewear (goggles, a faceshield, or safety glasses with front, brow, and temple protection) when working in a non-ventilated space, including but not limited to crawl-spaces and basements or when applying termiticide by rodding or sub-slab injection.

USER SAFETY RECOMMENDATIONS

Users should wash hands thoroughly with soap and water before eating, drinking, chewing gum, using tobacco or using the toilet.

Remove contaminated clothing. Then wash body thoroughly with soap and water and put on clean clothing. Wash clothing with detergent and hot water before reusing.

Remove PPE immediately after handling this product. Wash outside of gloves before removing. Wash PPE before reusing.

ENVIRONMENTAL HAZARDS

This pesticide is toxic to birds, fish, and aquatic invertebrates. Do not apply directly to water, or to areas where surface water is present or to intertidal areas below the mean high water mark. Runoff from treated areas may be hazardous to aquatic organisms in neighboring areas. Care must be taken to avoid runoff. Do not contaminate water by cleaning equipment or disposal of wastes. Do not contaminate water when disposing of equipment washwaters.

DIRECTIONS FOR USE

It is a violation of Federal Law to use this product in a manner inconsistent with its labeling.

Read entire label before using this product.

For use by individuals/firms licensed or registered by the state to apply termiticide products. States may have more restrictive requirements regarding qualifications of persons using this product. Consult the structural pest control regulatory agency of your state prior to use of this product.

TERMIDOR® SC TERMITICIDE/INSECTICIDE
FIND IT FAST GUIDE

Topic	Page
Application volume	4
Post Construction Bath Traps	4
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Structures with Wells and Cisterns	6
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STORAGE AND DISPOSAL

Do not contaminate water, food, or feed by storage or disposal.

STORAGE

Store unused product in original container only, out of reach of children and animals.

PESTICIDE DISPOSAL

Pesticide wastes are acutely hazardous. Improper disposal of excess pesticide is a violation of Federal Law. If these wastes cannot be disposed of by use according to label instructions, contact your State Pesticide or Environmental Control Agency, or the Hazardous Waste representative at the nearest EPA Regional Office for guidance.

In case of minor spills or leaks, soak up with sand, earth or other suitable material and dispose of wastes and broken or empty containers in a landfill approved for pesticide use.

CONTAINER DISPOSAL

Triple rinse (or equivalent). Then offer for recycling or reconditioning, or puncture and dispose of in a sanitary landfill, or incineration, or, if allowed by state or local authorities, by burning. If burned, stay out of smoke.

GENERAL PRECAUTIONS

- When treating adjacent to an existing structure, the applicator must check the area to be treated, and immediate adjacent areas of the structure, for visible and accessible cracks and holes to prevent any leaks or significant exposures to persons occupying the structure. People present or residing in the structure during application must be advised to remove their pets and themselves from the structure if they see any signs of leakage. After application, the applicator is required to check for leaks. All leaks resulting in the deposition of termiticide in locations other than those prescribed on this label must be cleaned up prior to leaving the application site. Do not allow people or pets to contact contaminated areas or to reoccupy contaminated areas of the structure until the clean up is completed.
- Do not apply **TERMIDOR® SC Termiticide/Insecticide** in a way that will contact any other person. Only protected applicators wearing personal protective equipment as required by this product label may be in the area during application.
- All holes in commonly occupied areas into which **TERMIDOR® SC Termiticide/Insecticide** has been applied must be plugged. Plugs must be of a non-cellulose material or covered by an impervious, non-cellulose material.
- Do not apply finished solution of **TERMIDOR® SC Termiticide/Insecticide** until all heating/air conditioning ducts, air vents, plumbing pipes, sewer lines, floor drains, heating pipes and electrical lines/conduits are known and identified. Do not puncture or contaminate any of these.
- Do not treat around any edible plants with **TERMIDOR® SC Termiticide/Insecticide** used for termite control.
- Do not contaminate public and private water supplies.
- Do not treat while precipitation is occurring.
- Do not treat soil that is water saturated or frozen.
- Use anti-backflow equipment on all filling hoses.
- Do not use in tanks with borate contaminants.

General Information

In order to maximize the termiticide potency of **TERMIDOR® SC Termiticide/Insecticide**, it should be applied in a manner to provide a continuous chemical barrier to prevent termites from attacking the wood to be protected. **TERMIDOR® SC Termiticide/Insecticide** should only be applied by licensed technicians familiar with trenching, rodding, short rodding, subslab injection, low-pressure banded surface applications, and foam delivery techniques. **TERMIDOR® SC Termiticide/Insecticide** is highly effective against a variety of subterranean termites including species of Reticulitermes, Zootermopsis, Heterotermes, and Coptotermes. While **TERMIDOR® SC** is labeled for use at 0.06% - 0.125% finished solution, the 0.06% finished solution should be used for typical control situations. Where severe termite infestations occur, where problem soils occur or where difficult or problem construction types are encountered, it may be necessary to use 0.125% **TERMIDOR® SC Termiticide/Insecticide.**

TERMIDOR® SC Termiticide/Insecticide is formulated as a water soluble concentrate liquid containing 9.1% active ingredient.

MIXING INSTRUCTIONS

Mix **TERMIDOR® SC Termiticide/Insecticide** in the following manner:

1. Fill tank 1/4 to 1/3 full with water. Filling hose must be equipped with an anti-backflow device.
2. Start pump to begin by-pass agitation and place end of treating tool in tank to allow circulation through hose.
3. Add appropriate amount of **TERMIDOR® SC Termiticide/Insecticide.** Refer to the table in the box below to determine the proper amount to add to desired gallons of water.
4. Add remaining amount of water.
5. Let pump run and allow recirculation through the hose for 2 to 3 minutes or longer, until **TERMIDOR® SC Termiticide/Insecticide** in the tank has dissolved completely.

To Mix 0.06% Desired Finished Solution of TERMIDOR® SC Termiticide/Insecticide	Start with (gallons of water)	Add (ounces of TERMIDOR® SC Termiticide/Insecticide)
100 gallons finished solution	99.25	78 oz. (or 2 qt. + 14 oz.)
50 gallons finished solution	49.75	39 oz. (or 1 qt. + 7 oz)]
25 gallons finished solution	24.75	19 oz. (or 1 pt. + 3 oz.)
1 gallon of finished solution	1	0.8 oz

To Mix 0.125% Desired Finished Solution of TERMIDOR® SC Termiticide/Insecticide	Start with (gallons of water)	Add (ounces of TERMIDOR® SC Termiticide/Insecticide)
100 gallons finished solution	98 gal.	156 oz. (or 1 gal. + 28 oz.)
50 gallons finished solution	49.75 gal.	78 oz. (or 2 qt. + 14 oz.)
25 gallons finished solution	24.75 gal.	39 oz. (or 1 qt. + 7 oz.)
1 gallon of finished solution	1 gal.	1.6 oz

APPLICATION VOLUME

To provide maximum control and protection against termite infestation, apply the volumes of **TERMIDOR® SC Termiticide/Insecticide** finished solution specified in the **"Directions For Use"** throughout this label. However, if the soil will not accept these labeled volumes of **TERMIDOR® SC**, twice the concentration of **TERMIDOR® SC Termiticide/Insecticide** may be applied in half the volume of finished solution. For example, if 0.06% **TERMIDOR® SC Termiticide/Insecticide** cannot be applied to achieve 4 gallons finished solution per 10 linear feet per foot of depth, then 0.125% **TERMIDOR® SC Termiticide/Insecticide** applied in 2 gallons finished solution per 10 linear feet per foot of depth may be substituted. These "application volume" instructions do not ever apply to ground that is water saturated or frozen. Do not treat while precipitation is occuring. Do not treat soil that is water saturated or frozen or in any conditions where run-off or movement from the treatment area (site) is likely to occur.

NOTE: Large reductions of application volume reduce the ability to obtain a continuous barrier. Variance is allowed when volume and concentration are consistent with label directed rates and a continuous chemical barrier is still achieved. At reduced application volume, it may be necessary for the applicator to drill holes closer than 12 inches apart to create a continuous barrier.

POST-CONSTRUCTION TREATMENT

General

For applications made after the final grade is installed, the applicator must trench and rod into the trench or trench along the foundation walls and around pillars and other foundation elements, at either 0.06% or 0.125% **TERMIDOR® SC Termiticide/Insecticide** from grade to the top of the footing. When the footing is more than four (4) feet below grade, the applicator must trench and rod into the trench or trench along the foundation walls, at either 0.06% or 0.125% **TERMIDOR® SC Termiticide/Insecticide**, to a minimum depth of four feet. The actual depth of treatment will vary depending on soil type, degree of compaction, and location of termite activity. When the top of the footing is exposed, the applicator must treat the soil adjacent to the footing to a depth not to exceed the bottom of the footing. However, in no case should a structure be treated below the footing.

Do not apply finished solution (0.06% or 0.125% **TERMIDOR® SC Termiticide/Insecticide**) until the location and type of (1) construction of heat or air-conditioning ducts and vents, (2) water and sewer (or plumbing) lines and (3) electrical lines/conduits are known and identified. Caution must be taken to avoid contamination of and damage to these structural elements and airways.

CONCRETE SLAB OVER SOIL (INCLUDING MONOLITHIC, FLOATING AND SUPPORTED CONCRETE SLABS)

EXTERIOR PERIMETER

Apply by trenching and rodding into the trench or trenching around the foundation at the rate of 4 gallons finished solution (0.06% or 0.125% **TERMIDOR® SC Termiticide/Insecticide**) per 10 linear feet per foot of depth, or, if the footing is more than 4 feet below grade, to a depth of 4 feet. Trenches must be a minimum of 6 inches deep or to the bottom of the footing and need not be wider than 6 inches. The finished solution (0.06% or 0.125% **TERMIDOR® SC Termiticide/Insecticide**) should be mixed with the soil as it is replaced in the trench. Rod holes must be spaced so as to achieve a continuous chemical barrier but in no case more than 12 inches. However, in no case should the structure be treated below the footing.

SUB-SLAB INJECTION

Sub-slab injection treatments can be made from inside the structure or in cases where by drilling through the foundation from the outside as directed below. Prior to making any treatments, locate all heating/air conditioning ducts, vents, water/sewer lines, and electrical lines/conduits.

Vertical Drilling/Injection: To treat under the slab, drill vertically through the slab along the interior perimeter of the foundation including the garage. Drill holes along all concrete expansion joints, cracks, plumbing, and utility services penetrating the slab. It may be necessary to drill holes along one side of the slab adjacent to an interior partition wall if there is clear evidence of termite activity or damage in the wall. All drill-holes through the slab should be spaced so as to achieve a continuous chemical barrier but in no case be more than 12 inches apart. Inject a 0.06% or 0.125% solution of **TERMIDOR® SC Termiticide/Insecticide** into the drilled holes at the rate of 4 gallons per 10 linear feet per foot of depth. For best results, application should be made with a lateral dispersal nozzle. All holes in commonly occupied areas into which material has been applied must be plugged. Plugs must be of a non-cellulose material or covered by an impervious, non-cellulose material.

Horizontal Drilling/Rodding/Sub-slab Injection from the Exterior of the Foundation: This technique should be used to treat underneath the slab only when floors or interior design do not allow for vertical drilling. Care must be exercised not to rod into heating ducts, water/sewer lines, and electrical lines/conduits. Horizontal short-rodding practices can be used to establish a continuous chemical barrier along the inside perimeter of the foundation. Holes should be drilled from outside the foundation at an angle which allows a finished solution (0.06% or 0.125%) of **TERMIDOR® SC Termiticide/Insecticide** to be deposited below heating ducts, water/sewer lines, and electrical conduits if present. Horizontal long rodding practices may only be employed to treat areas underneath the slab that are not accessible by vertical rodding or horizontal short rodding. Long rods exceeding 20 feet should not be used. For all horizontal rodding applications, all drill holes through the foundation should be spaced so as to achieve a continuous chemical barrier but in no case be more than 12 inches apart. Inject a 0.06% or 0.125% solution of **TERMIDOR® SC Termiticide/Insecticide** into the drilled holes at the rate of 4 gallons per 10 linear feet per foot of depth. For best results, make applications with a lateral dispersal nozzle. All holes must be plugged. Plugs must be of a non-cellulose material or covered by an impervious, non-cellulose material.

BATH TRAPS: Exposed soil or soil covered with tar or similar sealant beneath or around plumbing and/or drain pipe entry areas should be treated with a minimum of 1 gallon but no more than 4 gallons of finished solution per square foot. An access door or inspection vent should be cut and installed, if not already present. After inspection and removal of all wood/cellulose debris, the soil can be treated by rodding or drenching the soil with a 0.06% or 0.125% solution of **TERMIDOR® SC Termiticide/Insecticide.**

Structures with French Drains and Sump Pumps

French drains eliminate water at the footer along a foundation perimeter. They are common in hollow block foundation structures to drain water seeping from the exterior perimeter or underneath the foundation. Soil must be dry before applying to sites with French Drains. Do not treat soil that is saturated or frozen. Do not apply when precipitation is likely to occur. Do not rod thru the slab any closer than 24 inches to the French Drain to prevent finished solution seepage and/or damage to the drain or the tiles. Do not apply **TERMIDOR® SC** within 5 feet of the sump pump pit and pump. Do not drill through hollow block foundations that border the French Drain in order to prevent drainage/seepage from the block into the drain.

Once French drains have been identified and located, apply **TERMIDOR® SC Termiticide/Insecticide** as follows:

1) Unplug the sump pump. Inspect sump pit for water. If no water is present, the treatment can be made provided the sump pump remains unplugged.; or

2) If water is in the sump pit, unplug the sump pump and remove four cups of water from the pit. Mark the water level. Wait 10 minutes and check the water level in the pit again. If the water level has risen, there is too much seepage to perform the treatment at this time. If the water level does not rise, make the treatment provide the sump pump remains unplugged.

During application, check the sump pump pit every few minutes for the presence of termiticide solution. If solution is detected, stop treatment immediately and remove solution from the pump pit. All solution must be removed from the sump pump pit before plugging in the sump pump again. Dispose of solution from the sump pump as directed by this label in the **"Pesticides Disposal"** section.

BASEMENT STRUCTURES

EXTERIOR PERIMETER

Apply by trenching and rodding into the trench or trenching around the foundation at the rate of 4 gallons finished solution (0.06% or 0.125% solution of **TERMIDOR® SC Termiticide/Insecticide**) per 10 linear feet per foot of depth, or if the footing is more than 4 feet below grade, to a depth of 4 feet. Trenches must be a minimum of 6 inches deep or to the bottom of the footing and need not be wider than 6 inches. When trenching in sloping tiered soil, the trench must be stepped to ensure adequate distribution and to prevent **TERMIDOR® SC Termiticide/Insecticide** from running out of the trench. The finished solution (0.06% or 0.125% of **TERMIDOR® SC Termiticide/Insecticide**) should be mixed with the soil as it is replaced in the trench. Rod holes must be spaced so as to achieve a continuous chemical barrier but in no case more than 12 inches. However, in no case should the structure be treated below the footing.

INSIDE PERIMETER

To treat under the basement floor slab, drill vertically through the slab along the interior perimeter of the foundation. Drill holes along all concrete expansion joints, cracks, plumbing, and utility services penetrating the slab. Drill holes along both sides of partition foundation walls, and around piers. It may be necessary to drill holes along one side of the slab adjacent to a non-foundation interior partition wall if there is clear evidence of termite activity in the wall. All drill holes through the slab should be spaced so as to achieve a continuous chemical barrier but in no case be more than 12 inches apart. Inject a 0.06% or 0.125% solution of **TERMIDOR® SC Termiticide/Insecticide** into the drilled holes at the rate of 4 gallons per 10 linear feet per foot of depth. For best results, application should be made with a lateral dispersal nozzle. All holes in commonly occupied areas into which material has been applied must be plugged. Plugs must be of a non-cellulose material or covered by an impervious, non-cellulose material.

ACCESSIBLE CRAWL SPACE CONSTRUCTION

BEFORE TREATMENT: Turn off the air circulation system of the structure until application has been completed and all TERMIDOR® SC Termiticide/Insecticide has been absorbed by the soil.

For crawl spaces, apply vertical termiticide barriers at the rate of 4 gallons of 0.06% or 0.125% **TERMIDOR® SC Termiticide/Insecticide** per 10 linear feet per foot of depth from grade to the top of the footing, or if the footing is more than 4 feet below grade, to a minimum depth of 4 feet. Apply by trenching and rodding into the trench, or trenching. Treat both sides of the foundation and around all piers and pipes. Where physical obstructions, such as concrete walkways adjacent to foundation elements, prevent trenching, treatment may be made by rodding alone. When soil type and/or conditions make trenching prohibitive, rodding may be used. When the top of the footing is exposed, the applicator must treat the soil adjacent to the footing to a depth not to exceed the bottom of the footing. Read and follow mixing and use directions on this label if situations are encountered where the soil will not accept the full application volume.

- Rod holes and trenches must not extend below the bottom of the footing.
- Rod holes must be spaced so as to achieve a continuous chemical barrier but in no case more than 12 inches apart.
- Trenches must be a minimum of 6 inches deep or to the bottom of the footing, whichever is less, and need not be wider than 6 inches. When trenching in sloping (tiered) soil, the trench must be stepped to ensure adequate distribution and to prevent termiticide from running off. The 0.06% or 0.125% **TERMIDOR® SC Termiticide/Insecticide** solution must be mixed with the soil as it is replaced in the trench.

INACCESSIBLE CRAWL SPACE CONSTRUCTION

BEFORE TREATMENT: Turn off the air circulation system of the structure until application has been completed and all TERMIDOR® SC Termiticide/Insecticide has been absorbed by the soil

For inaccessible interior areas, such as areas where there is insufficient clearance between floor joists and ground surfaces to allow operator access, excavate, if possible, and treat according to the instructions for accessible crawl spaces. Otherwise, apply one, or a combination of the following two methods.

1. To establish a horizontal barrier, apply to the soil surface, 1 gallon of 0.06% or 0.125% **TERMIDOR® SC Termiticide/Insecticide** per 10 square feet overall using a nozzle pressure of less than 25 p.s.i and a coarse application nozzle (e.g., Delvan Type RD Rain drop, RD-7 or larger, or Spraying Systems Co. 80110LP TeeJet or comparable nozzle). For an area that cannot be reached with the application wand, use one or more extension rods to make the application to the soil. Do not broadcast or power spray with high pressures.

2. To establish a horizontal barrier, drill through the foundation wall or through the floor above and treat the soil perimeter at a rate of 1 gallon of 0.06% or 0.125% **TERMIDOR® SC Termiticide/Insecticide** per 10 square feet. Drill spacing must be at intervals not to exceed 16 inches. Many states have smaller intervals so check state regulations which may apply.

Hollow Block Foundations/Voids

Drill and treat voids in multiple masonry elements of the structure extending from the structure to the soil in order to create a continuous treatment barrier in the area to be treated. Apply at the rate of 2 gallons of finished solution per 10 linear feet of footing using a nozzle pressure of 25 p.s.i. or less. When using this treatment, access holes must be drilled below the sill plate and should be as close as possible to the footing as is practical. Treatment of voids in block or rubble foundation walls must be closely examined: Applicators must inspect areas of possible runoff as a precaution against application leakage in the treated areas. Some areas may not be treatable or may require mechanical alteration prior to treatment.

All leaks resulting in the deposition of **TERMIDOR® SC Termiticide/Insecticide** in locations other than those prescribed on this label must be cleaned up prior to leaving the application site. Do not allow people or pets to contact contaminated areas or to reoccupy the contaminated areas of the structure until the clean up is completed.

Not for use in voids insulated with rigid foam.

IFB 21-032/YS

TREATMENT OF STRUCTURES WITH WELLS OR CISTERNS

Do not contaminate wells or cisterns.

Do not apply **TERMIDOR® SC Termiticide/Insecticide** within 5 feet of any well or cistern by rodding and/or trenching or by the backfill method. Treat soil between 5 and 10 feet from the well or cistern by the backfill method only. Treatment of soil adjacent to water pipes within 3 feet of grade should only be done by the backfill method.

1. Trench and remove soil to be treated onto heavy plastic sheeting or similar material or into a wheelbarrow.
2. Treat soil at the rate of 4 gallons of 0.06% or 0.125% **TERMIDOR® SC Termiticide/Insecticide** per 10 linear feet per foot of depth of the trench, or 1 gallon of 0.06% or 0.125% **TERMIDOR® SC Termiticide/Insecticide** per 1.0 cubic foot of soil. Mix thoroughly into the soil taking care to contain the liquid and prevent runoff or spillage.
3. After the treated soil has absorbed the **TERMIDOR® SC Termiticide/Insecticide** finished solution, return the soil into the trench.

Structures with Adjacent Wells/Cisterns and/or Other Water Bodies

Applicators must inspect all structures with nearby water sources such as wells, cisterns, surface ponds, streams, and other bodies of water and evaluate, at a minimum, the treatment recommendations listed below prior to making an application.

1. Prior to treatment, if feasible, expose the water pipe(s) coming from the well to the structure, if the pipe(s) enter the structure within 3 feet of grade. treatment of soil adjacent to the water pipe(s) should be done according to the backfill technique described above.
2. Prior to treatment applicators are advised to take precautions to limit the risk of applying the termiticide into subsurface drains that could empty into any bodies of water. These precautions include evaluating whether application of **TERMIDOR® SC Termiticide/Insecticide** to the top of the footer may result in contamination of the subsurface and degree of compaction should be taken into account in determining the depth of treatment.
3. When appropriate (e.g., on the water side of the structure), the treated backfill technique (described above) can also be used to minimize off-site movement of **TERMIDOR® SC.**

PLENUM CONSTRUCTION

BEFORE TREATMENT: Turn off the air circulation system of the structure until application has been completed and all TERMIDOR® SC Termiticide/Insecticide has been absorbed by the soil.

Application of **TERMIDOR® SC Termiticide/Insecticide** to the exterior perimeter of foundation walls should follow the instructions listed above in **"Accessible Crawl Space Construction,"** including instructions for sloping (tiered) soils.

Interior treatment of plenum structures that use a sealed underfloor space to circulate heat and/or cooled air throughout the structure need to follow the instructions below:

1. Remove the sealing fabric and anything on the sealing fabric to expose no more than 18 inches adjacent to all foundation structures, including foundation walls, interior piers, pipes, and any other structures with soil contact. Follow the instructions listed above for exterior and interior treatment of **"Accessible Crawl Space Construction."**
2. After the finished solution of **TERMIDOR® SC Termiticide/Insecticide** has been absorbed by the soil, replace the sealing fabric and anything to be placed on the sealing fabric to its original, pre-treatment position.

FOAM APPLICATIONS

Construction practices, soil subsidence, and other factors may create situations where a continuous chemical barrier cannot be achieved using conventional liquid treatment alone. In such situations, conventional liquid application methods can be supplemented through the use of foam-generating equipment. Treatment of filled stoops and porches, chimney bases, piers, soil under concrete slabs, into block voids, behind masonry, other veneers, and stud walls are examples where foam applications may be useful. Foam applications to wall voids in stud walls must utilize dry foam only (25:1 to 50:1 expansion ratio). Only apply foam to wall voids where termites or termite damage are present.

In general, "foam only" treatment is appropriate when attempting to maximize horizontal coverage in areas where there is no deep foundation or footing (e.g. around plumbing entries, settling under slabs, and near cracks in concrete). In areas where both lateral spread and deeper vertical penetration of the termiticide is needed both foam and conventional liquid should be used (e.g. adjacent to foundation walls). Foam and liquid applications must be consistent with volume and active ingredient instructions in order to ensure proper application has been made. The volume and amount of active ingredient are essential to an effective treatment. At least 75% of the gallons of the 0.06% or 0.125% **TERMIDOR® SC Termiticide/Insecticide** finished solution must be applied as a typical liquid treatment. The remaining 25% or less gallons is delivered to appropriate locations using a foam application. The total amount of product applied with the combination of foam and liquid finished solution should be equivalent to that of an application of liquid finished solution only. Foam applications are generally a good supplement to liquid treatments in difficult areas, but may be used in difficult to access spot treatments.

Foam Mixing Instructions and Application

Prepare the finished solution of **TERMIDOR® SC Termiticide/Insecticide** and mix it with manufacturer's recommended volume of foaming agent in approved foaming equipment. Apply a sufficient volume of **TERMIDOR® SC** foam formulation to provide a continuous barrier at the recommended rate for specific applications (these various rates are provided in the text of this label). If sufficient foam volume cannot be applied to achieve the recommended rate of **TERMIDOR® SC Termiticide/Insecticide** required, apply additional finished solution of **TERMIDOR® SC Termiticide/Insecticide** as liquid to assure proper treatment volume and concentration in the treated area.

MIXING TABLE FOR TERMIDOR® SC TERMITICIDE/INSECTICIDE FOAM

TERMIDOR® SC Use Dilution	Gallons of Finished Solution	Foam Expansion Ratio*	Finished Foam (gallons)
0.06% a.i	1	25:1	25
	2.5	10:1	
	5	5:1	
0.125% a.i.	1	25:1	25
	2.5	10:1	
	5	5:1	

* Add the manufacturer's recommended quantity of foam agent to the **TERMIDOR® SC Termiticide/Insecticide** solution.

POSTS, POLES, WOOD LANDSCAPE ORNAMENTATION

Do not contaminate wells or cisterns.

Preventative Treatment: Create a continuous chemical barrier in the soil around wooden posts, poles, fence posts, signs or landscape ornamentation. Apply a 0.06% or 0.125% solution of **TERMIDOR® SC Termiticide/Insecticide** at the rate of 4 gallons per 10 linear feet per foot of depth. For treatments made during installation, the finished solution may be applied to soil as it is replaced around the post or pole. The finished application should place termiticide to a depth of six inches below the bottom of the posts, poles, or other wooden items in contact with the soil.

Curative Treatment: Previously installed poles, posts, landscape ornamentation, or signs may be treated with a 0.06% or 0.125% finished solution of **TERMIDOR® SC Termiticide/Insecticide** by sub-surface injection or treated by gravity flow through holes made from the bottom of a trench around the pole or post. When trenching, the trench need not be wider than 6 inches wide and 6 inches deep. When subsurface injecting, treat all sides to create a continuous barrier. Apply to a depth of six inches below the bottom of the wood.

Termites Above Ground: For control of termite aerial colonies, or drywood termites in localized areas of infested wood structures, apply at a 0.06% or 0.125% solution of **TERMIDOR® SC Termiticide/Insecticide** to infested areas of wooden members/voids. Application may be made to inaccessible areas by drilling, and then injecting the finished solution with a crack and crevice injector into the damaged wood or void spaces.

Termite carton nests in trees or building voids may be injected with 0.06% or 0.125% solution using pointed injection tool. Multiple injection points to varying depths may be necessary. It is desirable to physically remove carton nest material from building voids when such nests are found.

DO NOT TREAT FRUIT OR NUT-BEARING TREES.

RETREATMENT INSTRUCTIONS

Retreatment for subterranean termites can only be performed if there is clear evidence of reinfestation or disruption of the barrier due to construction, excavation, or landscaping and/or evidence of the breakdown of the termiticide barrier in the soil. These vulnerable or reinfested areas may be retreated in accordance with application techniques described on this label. The timing and type of these retreatments will vary depending on factors such as termite pressure, soil types, soil conditions and other factors which may reduce the effectiveness of the barrier. Annual re-treatment of the structure is prohibited unless there is clear evidence that reinfestation, barrier disruption and/or evidence of breakdown has occurred.

TERMIDOR® SC Termiticide/Insecticide can be used to control ants, Carpenter ants and nuisance ants (including Argentine ants, Big-Headed ants, Odorous house ants and Pavement Ants).

DIRECTIONS FOR USE: CARPENTER ANTS AND NUISANCE ANT CONTROL (Argentine ants, big-headed ants, Odorous House ants and Pavement ants): For control of ants around houses and other structures, apply 0.06% **TERMIDOR® SC Termiticide/Insecticide** to the structure exterior as a low pressure coarse spray where ants enter the structure, trail around the structure or where they crawl and hide. Also spray 0.06% **TERMIDOR® SC Termiticide/Insecticide** around doors, windows, vents, pipes or any other exterior openings (including foundation cracks or drilled holes) where ants could enter the structure. Be especially careful to treat the joint where exterior siding (wood, vinyl, aluminum or any similar material) meets the cement, block or brick foundation. Treat all areas where any wires (electrical, telephone or cable) enter the house. This treatment should be made as a general surface spray, crack and crevice spray or wall void application. Apply 2 quarts of 0.06% **TERMIDOR® SC Termiticide/Insecticide** finished spray per 160 linear feet. (This rate is approximately 1.5 gallons finished spray per 1000 square feet). Application is made one foot out and one foot up the foundation wall with a maximum number of 2 applications per year.

It is also necessary to remove or prune away all shrubbery, bushes, tree branches (dead or alive) touching the structure. This vegetation touching the structure offers a route of entry for ants into the structure and a method for the ants to continue to inhabit the structure without coming in contact with the treatment. If nests are found, direct treatment of **TERMIDOR® SC Termiticide/Insecticide** can be made to these nests.

Do not allow residents and pets into the immediate area during application and do not contact treated areas until sprays have dried.

LIMITED WARRANTY AND DISCLAIMER

The label instructions for the use of this product reflect the opinion of experts based on research and field use. The directions are believed to be reliable and should be followed carefully. However, it is impossible to eliminate all risks inherently associated with use of this product. Ineffectiveness or other unintended consequences may result because of such factors as weather conditions, presence of other materials, or the use of, or application of the product contrary to label instructions, all of which are beyond the control of BASF Corporation (BASF). All such risks shall be assumed by the user.

BASF shall not be responsible for losses or damages resulting from use of this product in any manner not set forth on this label. User assumes all risks associated with the use of this product in any manner not specifically set forth on this label.

BASF warrants only that the material contained herein conforms to the chemical description of the label and is reasonably fit for the use therein described when used in accordance with the directions for use, subject to the risks referred to above. BASF does not make or authorize any agent or representative to make any other warranties, express or implied, and expressly excludes and disclaims all implied warranties of merchantability or fitness for a particular purpose.

Buyer's exclusive remedy and BASF's exclusive liability, whether in contract, tort, negligence, strict liability or otherwise, shall be limited to repayment of the purchase price. In no case shall BASF or the seller be liable for consequential, special or indirect damages resulting from the use or handling of this product.

BASF makes no other express or implied warranty, including other express or implied warranty of FITNESS or of MERCHANTABILITY. Read the entire directions for use, conditions, disclaimer or warranties and limitations of liability before using this product. If terms are not acceptable, return the unopened product container at once.

NOTICE TO BUYER

Purchase of this material does not confer any rights under patents governing this product or the use thereof in countries outside the United States.

LABEL LICENSE FOR TERMIDOR

TERMIDOR® is specially formulated and sold by BASF for the control of termites according to the directions on this label. The purchase price of **TERMIDOR®** includes a royalty whereby the purchaser acquires a prepaid license under U.S. Patent Nos. 5,232,940 and 5,700,460 under which purchaser agrees to employ the purchased quantity of **TERMIDOR®** only for the above-specified uses under BASF's United States patent rights and to provide notice of the terms and conditions of this license to any subsequent purchaser. Uses of **TERMIDOR®** other than those specified on this label are not licensed through the purchase of this product and the use of this product for other purposes may violate this license and patent rights of BASF.

TERMIDOR is a registered trademark of BASF.

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Agricultural Products

BASF

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 Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – May 19, 2021 and May 26, 2021
The Examiner – May 20, 2021

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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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.
>
> **(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 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: G & G Pest Control

Bidder's TAX ID Number: 74-2656376

Contact Person: Henry Garrett **Title:** Owner

Phone Number (with area code): 361-358-4886

Alternate Phone Number if available (with area code): 361-319-0441

Fax Number (with area code): 361-358-4884

Email Address: gandgpestcontrol@sbcglobal.net

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

301 S. Adams
Address

Beeville, Tx 78102
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:

G & G Pest Control
Company Name

301 S. Adams
Address

Beeville TX 78102
City State Zip

Signature of Person Authorized to Sign

Henry Garrett
Printed Name

Owner
Title

For clarification of this offer, contact:

Henry Garrett
Name

361-358-4886 361-358-4884
Phone Fax

gandgpestcontrol@sbcglobal.net
E-mail

Bidder: 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

Bidder: 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	$ 0.03	$ 3464.70
2	**Jefferson County Courthouse – New Portion** 1001 Pearl Street, Beaumont TX Contact Person: Greg Keller 409-835-8511	140,937	$ 0.04	$ 5637.48
3	**Jefferson County Annex I – Beaumont** 215 Franklin Street, Beaumont TX Contact Person: Greg Keller 409-835-8511	31,784	$ 0.04	$ 1271.36
4	**Jefferson County Annex IV – Beaumont** 820 Neches, Beaumont TX 77701 Contact Person: Greg Keller 409-835-8511	20,000	$ 0.05	$ 1000.00
5	**Jefferson County Subcourthouse – Port Arthur** 525 Lakeshore Drive, Port Arthur TX Contact Person: Kenneth Shepherd 409-983-8307	15,394	$ 0.10	$ 1539.40
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	$ 0.07	$ 1001.00
7	**Precinct #3 Service Center (office only)** 5700 Jade Avenue, Port Arthur TX Contact Person: Kenneth Shepherd 409-983-8307	3,500	$ 0.80	$ 2800.00
8	**Mid County Office Building** 7933 Viterbo Road, Beaumont TX Contact Person: Bobby Kelly 409-727-2173	6,120	$ 0.23	$ 1407.60
9	**Jefferson County Hamshire Building** 24420 Highway 124, Hamshire TX Contact Person: Bobby Kelly 409-727-2173	2,858	$ 0.08	$ 228.64
10	**Minnie Rogers Juvenile Justice Center – Beaumont** 5326 Highway 69 South, Beaumont TX Contact Person: Chief Cockrell 409-722-7474	12,850	$ 0.22	$ 2827.00

(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	$ 0.19	$ 470.44
12	**Precinct #2 Service Center** 7759 Viterbo Road, Beaumont TX Contact Person: Bobby Kelly 409-727-2173	14,400	$ 0.09	$ 1296.00
13	**Jack Brooks Regional Airport - Terminal** 6000 Airline Drive, Beaumont TX Contact Person: Duke Youmans 409-722-0643	19,579	$ 0.15	$ 2936.85
	TOTAL FOR ALL SERVICE LOCATIONS			$ 25,880.47

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)**	$ 2,547.20
	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: Hensel Phelps

Address: 10001 East E Street NAS - Corpus Christi, Tx 78419

Contact Person and Title: Alan Campos Office Engineer

Phone: 317-607-4172 Fax:

Email Address: acampos@henselphelps.com Contract Period: August 2018 - Current

Scope of Work: Termite Pre-treatment / Renewal

REFERENCE TWO

Government/Company Name: United Apartment Group

Address: 4000 N. Saint Mary's St. Beeville, Tx 78102

Contact Person and Title: Leticia Trevino

Phone: 361-358-0815 Fax: 361-358-2895

Email Address: eagleassistant@uagainc.org Contract Period: June 2018 - Present

Scope of Work: Monthly Pest Control Services

REFERENCE THREE

Government/Company Name: City of Beeville

Address: 400 N. Washington St

Contact Person and Title: Gloria Arzola Sr Accounts Payable Specialist

Phone: 361-358-4641 Fax:

Email Address: gloria.arzola@beeville.tx.org Contract Period: 2015 - Present

Scope of Work: Quarterly Pest Control Services

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.

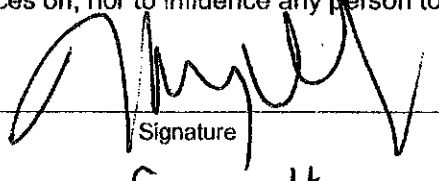
Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions?.....**Yes** ☐ **No** ☐

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.

G & G Pest Control
Bidder (Entity Name)


Signature

301 S. Adams
Street & Mailing Address

Henry Garrett
Print Name

Beeville, Tx 78102
City, State & Zip

Date Signed

361-358-4886
Telephone Number

361-358-4884
Fax Number

gandgpestcontrol@sbcglobal.net
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:

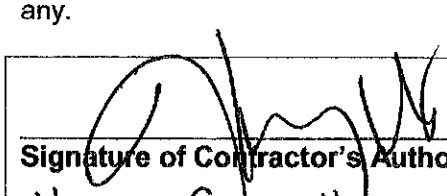
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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

Henry Garrett Owner

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

6-14-21

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.**

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 9/7/2015

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**

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.

Henry Garrett
Printed Name of Authorized Representative

Signature

Owner
Title

6-14-21
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: G & G Pest Control HUB: (Yes) No

Address: 301 S. Adams (Street) Beeville (City) Tx (State) 78102 (Zip)

Phone (with area code): 361-358-4886 Fax (with area code): 361-358-4884

Project Title & No.: Term Contract for Termite Treatment for Jefferson County IFB 21-032/YS

Prime Contract Amount: $ 25,880.47

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: _____

Henry Garrett — Printed Name of Contractor Representative | Signature of Representative | 6-14-21 — 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: G+G Pest Control HUB: ☑ Yes ☐ No

HUB Status (Gender & Ethnicity): Active Male - Hispanic

Address: 301 S. Adams (Street) Beeville (City) Tx (State) 78102 (Zip)

Phone (with area code): 361-358-4886 Fax (with area code): 361-358-4884

Project Title & No.: Term Contract for Termite Treatment for Jefferson County IFB/RFP No.: IFB-21-032/YS

Total Contract: $ 25,880.47 Total HUB Subcontract(s): $ 0

Construction HUB Goals: 12.8% MBE:: 100 % 12.6% WBE: 0 %

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity): _____

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

Address: _____ (Street) _____ (City) _____ (State) _____ (Zip)

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder: 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: N/A

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Bidder: 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: N/A

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: N/A

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder: Complete & Return this Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

Subcontractor Name: N/A

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: N/A

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): Henry Garrett

Title: Owner

Signature: [signature]

Date: 6-14-24

E-mail address: gandgpestcontrol@sbcglobal.net

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

Name (print or type): Marie Ortiz

Title: Office manager

Date: _____

E-mail address: gandgpestcontrol@sbcglobal.net

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 G + G Pest Control [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ Beeville, Texas (city and state).

Taxpayer Identification Number (T.I.N.):	74-2656376
Company Name submitting bid/proposal:	G + G Pest Control
Mailing address:	301 S. Adams Beeville, Tx 78102
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, Henry Garrett, the undersigned representative of (company or business name) G+G Pest Control (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

June 14, 2021
Date

On this 14 day of June, 20 21, personally appeared

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

Notary Seal

Frederico C. Moron
Notary Signature

July 9, 2022
Date

FREDERICO C MORON
Notary ID #3450928
My Commission Expires
July 9, 2022

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.

G+G Pest Control
Company Name

21-032/YS
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 Bee

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

on this day personally appeared Henry Garrett (name), who

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

"I, Henry Garrett (name) am a duly authorized officer of/agent

for G+G Pest Control (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said G+G Pest Control (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: G+G Pest Control

301 S. Adams Beeville, Tx 78102

Fax: 361-358-4884 Telephone# 361-358-4886

by: Henry Garrett (print name) Title: Owner

Signature:

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

this the 14 day of June, 20 21

FREDERICO C MORON
Notary ID #3450928
My Commission Expires
July 9, 2022

Frederico C. Moron
Notary Public in and for
the State of Texas

Bidder Shall Return Completed Form with Offer.

HILL COUNTRY PEST CONTROL, INC

877 HARPER RD

KERRVILLE, TX 78028

830-896-4700

BID PACKET FOR JEFFERSON COUNTY

IFB# 21-032/YS

DUE DATE 6/16/2021

11AM

COPY #1

TEXAS DEPARTMENT OF AGRICULTURE
COMMISSIONER SID MILLER
P. O. BOX 12847 AUSTIN, TX 78711-2847
(877) 542-2474
For the hearing impaired: (800) 735-2989 (TDD)
(800) 735-2988 (VOICE)
www.TexasAgriculture.gov

SPCS BUSINESS LICENSE

This is to certify that the business listed below has met the licensing requirements of Texas Occupations Code, Chapter 1951 and is authorized to engage in the business of Structural Pest Control.

HILL COUNTRY PEST CONTROL INC

877 HARPER RD
KERRVILLE TX 78028

TDA TPCL No. : 0568570

SPCB TPCL : 240

Issue Date : 10/31/2020

Expiration Date : 10/31/2021

Texas Historically Underutilized Business (HUB) Certificate

HUB
Statewide Historically Underutilized Business Program

Certificate/VID Number:	**1741772169700**
File/Vendor Number:	**484487**
Approval Date:	**15-DEC-2017**
Scheduled Expiration Date:	**15-DEC-2021**

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

HILL COUNTRY PEST CONTROL, INC.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 15-DEC-2017, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Laura Cagle-Hinojosa, Statewide HUB Program Manager
Statewide Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (**https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp**) or by contacting the HUB Program at **512-463-5872** or toll-free in Texas at **1-888-863-5881**.

Rev. 06/16

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: Hill Country Pest Control, Inc.

Bidder's TAX ID Number: 741772169

Contact Person: Tiffany DiCicco **Title:** VP

Phone Number (with area code): 830 896 4700 (corp.)

Alternate Phone Number if available (with area code):

Fax Number (with area code): 830 896 4043

Email Address: tiffany@hillcountrypestcontrol.com

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

877 Harper Rd.
Address

Kerrville TX 78028
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): n/a, _____, _____, _____, _____.

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

Hill Country Pest Control, Inc.
Company Name

For clarification of this offer, contact:

977 Harper Rd.
Address

Tiffany Di'Cicco
Name

Kerrville TX 78028
City State Zip

830 896 4700 830 896 4043
Phone Fax

Signature of Person Authorized to Sign

tiffany@hillcountrypestcontrol.com
E-mail

Tiffany Di'Cicco
Printed Name

owner
Title

Bidder: 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

Bidder: 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	$ .05	$ 5774.50
2	**Jefferson County Courthouse – New Portion** 1001 Pearl Street, Beaumont TX Contact Person: Greg Keller 409-835-8511	140,937	$ .06	$ 8456.22
3	**Jefferson County Annex I – Beaumont** 215 Franklin Street, Beaumont TX Contact Person: Greg Keller 409-835-8511	31,784	$ .06	$ 1907.04
4	**Jefferson County Annex IV – Beaumont** 820 Neches, Beaumont TX 77701 Contact Person: Greg Keller 409-835-8511	20,000	$ .07	$ 1400.00
5	**Jefferson County Subcourthouse – Port Arthur** 525 Lakeshore Drive, Port Arthur TX Contact Person: Kenneth Shepherd 409-983-8307	15,394	$ .14	$ 2155.16
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	$ .10	$ 1430.00
7	**Precinct #3 Service Center (office only)** 5700 Jade Avenue, Port Arthur TX Contact Person: Kenneth Shepherd 409-983-8307	3,500	$ .33	$ 1155.00
8	**Mid County Office Building** 7933 Viterbo Road, Beaumont TX Contact Person: Bobby Kelly 409-727-2173	6,120	$ .30	$ 1836.00
9	**Jefferson County Hamshire Building** 24420 Highway 124, Hamshire TX Contact Person: Bobby Kelly 409-727-2173	2,858	$ .11	$ 314.38
10	**Minnie Rogers Juvenile Justice Center – Beaumont** 5326 Highway 69 South, Beaumont TX Contact Person: Chief Cockrell 409-722-7474	12,850	$ .28	$ 3598.00

(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	$ .25	$ 619.00
12	**Precinct #2 Service Center** 7759 Viterbo Road, Beaumont TX Contact Person: Bobby Kelly 409-727-2173	14,400	$ .12	$ 1728.00
13	**Jack Brooks Regional Airport - Terminal** 6000 Airline Drive, Beaumont TX Contact Person: Duke Youmans 409-722-0643	19,579	$ .20	$ 3915.80
	TOTAL FOR ALL SERVICE LOCATIONS			$ 34,289.10

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)**	$ 6368.00
	Terms: Annual warranty may be renewed for the next 4 years if Jefferson County pays Hill Country Pest Control a renewal fee in the amount stated to the right. An annual inspection will take place once the warranty fee has been paid. Due to the nature of the construction of this property, this agreement does not guarantee against present or future damage to the property or contents nor provide for repairs or compensation thereof.	

Proof of licensing provided: TDA license included

Acknowledgment of Addenda (if any): n/a

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder: Complete & Return this Form with Offer.

STATMENT OF METHODS USED

Hill Country Pest Control, Inc will go according to label and the use of trench and rod, foam, and/or drilling will be utilized for termite treatment.

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: Williamson County

Address: 3101 SE Inner Loop Georgetown, TX 78626

Contact Person and Title: Shantil Moore

Phone: 512.943.1523 Fax:

Email Address: shantil.moore@wilco.org Contract Period: 2019 - current

Scope of Work: pest control services for all of Williamson County

REFERENCE TWO

Government/Company Name: City of Kerrville

Address: 701 Main St. Kerrville, TX 78028

Contact Person and Title: Mary Krebs

Phone: 830 257 8000 Fax: 830 792 5552

Email Address: mary.krebs@kerrvilletx.gov Contract Period: 2006 - current

Scope of Work: pest control services for entire city

REFERENCE THREE

Government/Company Name: Jefferson County

Address: 1149 Pearl St. Beaumont, TX 77701

Contact Person and Title: Yea-Mei Sauer

Phone: 409.835.8593 Fax:

Email Address: ysauer@co.jefferson.tx.us Contract Period: 2016 - current (We are current provider)

Scope of Work: termite work for County buildings

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.

Hill Country Pest Control, Inc.	
Bidder (Entity Name)	Signature
877 Harper Rd	Tiffany DiCicco
Street & Mailing Address	Print Name
Kerrville, TX 78028	6/14/21
City, State & Zip	Date Signed
830 896 4700	830 896 4043
Telephone Number	Fax Number
tiffany@hillcountrypestcontrol.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

Tiffany Di Cicco

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

6/14/21

Date

Bidder: Complete & Return this Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY
Date Received

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

Hill Country Pest Control, 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 _____ 6/14/21
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 n/a 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.

Tiffany DiCicco
Printed Name of Authorized Representative

Signature

VP
Title

6/14/21
Date

*We are a HUB contractor so don't need to subcontract out. We can handle entire scope of work.

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: Hill Country Pest Control, Inc HUB: p(Yes) p No

Address: 877 Harper Rd Kerrville TX 78028
Street City State Zip

Phone (with area code): 830 896 4700 Fax (with area code): 830 896 4043

Project Title & No.: IFB 21-032/YS

Prime Contract Amount: $ 34,289.10

HUB Subcontractor Name: * we are HUB contractor

HUB Status (Gender & Ethnicity): Women | Caucasian

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:

Tiffany DiCicco	AD Cico	6/14/21
Printed Name of Contractor Representative	Signature of Representative	Date
Hill Country Pest Control, Inc.	AD Cico	6/14/21
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

PAGE 1 OF 4

This information must be submitted with your bid.

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

Prime Contractor: Hill Country Pest Control, Inc HUB: ☒ Yes ☐ No

HUB Status (Gender & Ethnicity): Woman | Caucasian

Address: 877 Harper Rd | Kerrville | TX | 78028
Street City State Zip

Phone (with area code): 830 896 4700 Fax (with area code): 830 896 4043

Project Title & No.: IFB 21-032/YS IFB/RFP No.:

Total Contract: $ 34,289.10 Total HUB Subcontract(s): $ n/a

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

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 n/a

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: n/a

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: n/a

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Bidder: 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: We are HUB business

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

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

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

Subcontractor Name: n/a

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: n/a

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder: Complete & Return this Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

Subcontractor Name: n/a

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: n/a

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): Tiffany DiCicco

Title: Owner

Signature: T DiCicco

Date: 6/14/21

E-mail address: tiffany@hillcountrypestcontrol.com

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

Name (print or type): Bailey Elias

Title: manager

Date: 6/14/21

E-mail address: bailey@hillcountrypestcontrol.com

Bidder: Complete & Return this Form with Offer.

House Bill 89 Verification

I, Tiffany DiCicco, the undersigned representative of (company or business name) Hill Country Pest Control, 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.

TDiCicco
Signature of Company Representative

6/14/21
Date

On this 14 day of June, 2021, personally appeared

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

Notary Seal

BAILEY ELIAS
Notary Public, State of Texas
Comm. Expires 03-13-2025
Notary ID 131045796

Bailey Elias
Notary Signature

6/14/21
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.

Hill Country Pest Control, Inc.
Company Name

IFB 21-032/YS
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 TX COUNTY OF Kerr

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

on this day personally appeared Tiffany DiCicco (name), who

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

"I, Tiffany DiCicco (name) am a duly authorized officer of/agent

for Hill Country Pest Control, Inc (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Hill Country Pest Control, 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: Hill Country Pest Control, Inc.
877 Harper Rd Kerrville, TX 78028

Fax: 830 896 4043 Telephone# 830 896 4700

by: Tiffany DiCicco (print name) Title: Owner

Signature: TDiCicco

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

this the 14 day of June, 2020

BAILEY ELIAS
Notary Public, State of Texas
Comm. Expires 03-13-2025
Notary ID 131045796

Bailey Elias
Notary Public in and for
the State of TX

Bidder Shall Return Completed Form with Offer.

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

June 29, 2021

Request for Statements of Qualification (RFQ 21-040/JW)
Professional Engineering Services for Drainage Improvements at the Jack Brooks Regional Airport

Dear Vendors:

You are invited to submit a statement of qualifications in accordance with (RFQ 21-040/JW) Professional Engineering Services for Drainage Improvements for the Jack Brooks Regional Airport. Jefferson County is requesting statements of qualifications from qualified Engineering Consulting Firms to provide: design services, preparation of bid documents (to include but not limited to) plans, drawings and specifications, construction contract administration, construction project management, and other services that may be required for a drainage improvement project at the Jack Brooks Regional Airport. This project is intended to be funded by the Federal Aviation Administration (FAA) Airport Improvement Program (AIP)/CARES Act Grant to the Airport.

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

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

Responses are to be sealed and addressed to the Purchasing Agent with the request for qualifications number and name marked on the outside of the envelope or box. All responses shall be submitted with an original and (4) four copies, to the Jefferson County Purchasing Department, 1149 Pearl Street, 1st Floor, Beaumont, Texas 77701, no later than 11:00 am CT, Wednesday, July 28, 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 at the Jack Brooks Regional Airport**
REQUEST NO:	**RFQ 21-040/JW**
DUE DATE/TIME:	**11:00 am CT, Wednesday, July 28, 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 Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

Published:
June 30 & July 7, 2021
Beaumont Enterprise and Port Arthur News:

July 1 ,2021
The Examiner

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SECTION. 18 EXHIBIT A (ATTACHED – PAGE 33)

Request for Statements of Qualification (RFQ 21-040/JW)
Professional Engineering Services for Drainage Improvements at the Jack Brooks Regional Airport

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Section 1. Background Information, Introduction, and Purpose:

Background Information:

Jack Brooks Regional Airport, located in Jefferson County, serves an expanding regional population in excess of 500,000. Situated on 1,180 acres in the heart of Jefferson County, just minutes away from anywhere in the Beaumont, Port Arthur, and Orange geographic areas and only an hour away from Houston, TX and Lake Charles, LA.

Introduction:

Jefferson County is seeking interested firms to submit their qualifications to provide professional engineering services for a Drainage Improvements Project at the Jack Brooks Regional Airport. This project is intended to be funded by the Federal Aviation Administration (FAA) Airport Improvement Program (AIP)/CARES Act Grant to the Airport.

The professional engineering services for this project includes, but not limited to: design services, preparation of bid documents (plans, drawings and specifications), construction contract administration, and construction project management.

The County **highly** encourages Disadvantaged Business Enterprises (DBEs) to participate in the qualifications submission process for this project in order to help the airport meet the participation goal of 1.95%.

Section 2. Scope of Work

Design Service Scope:

BPT – Jack Brooks Regional Airport
Project: **Airport Drainage Improvement**

The consultant will provide the required professional services to design the rehabilitation and update of the **Airport Drainage System**. This work will be performed under a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant to the Airport.

The selected firm is expected to demonstrate knowledge and proficiency of all FAA, State and Local standards and guidance regardless if they are not listed exhaustively in this RFQ. Further, the selected firm is required to have experience with or in-house capabilities, or sub-consultant capabilities, in: Civil Engineering, **Hydrology**, Estimating / Cost Analysis, prevailing Engineering and Specialty Disciplines necessary to complete the project as described below.

All work products developed by the selected firm will be subject to FAA, **Drainage District 7,** and Jefferson County document review.

Consultant will provide cost effective alternatives and solutions to items listed below, longevity and maintenance are priority considerations.

All respondents will be allowed site visits to inspect the facilities. Respondents are to coordinate site visits with Airport Administration prior to visit. Specific questions regarding the scope are directed to Jefferson County Purchasing Department for full transparency and equitable dissemination of relevant information to all interested parties.

Airport Storm Drainage:

Consultants are to adhere to AC 150/150/5320-5D Airfield Drainage Design.

The objective of storm drainage design is to provide for the safe passage of vehicles or operation of the facility during the design storm event. the drainage system is designed to collect stormwater runoff from the pavement surface and adjacent areas, convey it along and through the adjacent areas, and discharge it to an adequate receiving body without causing adverse on or off-site impacts.
Storm water collection systems must be designed to provide adequate surface drainage. Traffic safety is intimately related to surface drainage. Rapid removal of storm water from the pavement minimizes the conditions which can result

in the hazards of hydroplaning. Surface drainage is a function of transverse and longitudinal pavement slope, pavement roughness, inlet spacing, and inlet capacity.

Jefferson County Engineering Department, Jefferson County Drainage District #7, and The City of Nederland are to be heavily consulted with during all phases of this project. Consultant will design this project in accordance with all Federal, NEPA, State, and Local guidelines. Consultant engineers specializing in hydrology should be familiar with all relevant statutes.

Jefferson County and Jack Brooks Regional Airport are extremely familiar with heavy rain event. Tropical Storms Harvey and Imelda dropped unpresented amounts of rain in the area leading to wide-spread flooding. The airport became an immensely important facility assisting in the evacuation of over 3,500 people during Harvey.

Consultant is to provide an improved drainage system that will have the maximum reliability of operation practicable under all conditions, with due consideration given to abnormal rainfall events within the last 3 years.

Drainage System Requirements:

- **Maintenance:**
  - Minimal maintenance required, with maintenance accomplished quickly and economically.
- **Future Expansion:**
  - Consultant is to make the following assumptions on airport expansion:
    - Landside area is fully developed with Commercial Development calculating an appropriate percentage of impervious surface area for runoff coefficient.
  - Hydraulic Methodology:
    - Technical Release 55 (TR-55)
    - Atlas 14
    - Specifications from Drainage District #7
- **Design Areas:**
  - Repair existing underground airfield drainage system failures
  - Improve airfield sheet flow.
  - Rehabilitate existing “West Ditch” to original design
    - Note: this is not a new ditch, scope limited to removing silted in areas of ditch and regrading of sides for maintenance access and safety.
  - Landside drainage improvement and dry detention pond

Design Area Objectives:

Repair existing underground airfield drainage system failures:

As shown on **Exhibit A on Page 33**, the current underground airfield drainage system has multiple failures. It is assumed this is due to a combination of (a) system age at approximately 70+ years old, (b) failure of underground pipes, (c) expansion and contraction of soils which resulted in the pulling and separation of pipe joints, and (d) unknown failures and “silted-in” pipes.

Consultant is to design a construction phase where contractor facilitates repairs of the pipes. Consultant will plan accordingly to accommodate an amount of unknown failures that may be discovered during repairs. Particular focus will be placed on drainage systems located within sensitive areas of the airfield (Runway Safety Areas, Runway Obstacle Free Zones, Runway Protection Zones). Consultants with airports and airport design should be familiar with these sensitive areas.

Improve Airfield Sheet Flow:

The primary goal of this project is to allow the uninterrupted and continual use of the airport during heavy rain events. Currently, the grassy areas surrounding the airfield have depressed areas that hold water. These low areas limit the airport’s ability to maintain grass heights due to soggy soil conditions. Since priority is given to grass areas immediately adjacent to airfield pavement, these low-lying areas have vegetation that grew beyond the airport’s ability to maintain. This led to trees and shrubbery growing unchecked.

Consultant will design a construction phase to:

1. Remove all vegetation from the airfield.

2. Option/alternative to disc and regrade airfield to adequately overland sheet flow rainwater away from airfield pavement towards outer airfield drainage ditches and canals to avoid interruption of operations during or following storms and to prevent temporary or permanent damage to pavement subgrades.
    a. Proper grading is the most important single factor contributing to the success of the drainage system. Development of grading and drainage plans must be fully coordinated (AC 150/5320-5D: 6-2.1)

The final impediment for airfield surface drainage is the perimeter road that encircles the western border of the airfield. The perimeter road was installed with 18" cross culverts at regular intervals. The perimeter road follows the natural ground elevation contour and in areas where the elevation is low, the road is impassible during heavy rain events.

Consultant will have to consider the revised ground elevations after regrading airfield in such a manner that still allows for continual perimeter road access.

Consultant will design a construction/bid alternative to bring areas of the perimeter road up to an adequate elevation in select areas. Due consideration will be to upsizing perimeter road cross culverts to improve drainage. Airport would like to avoid situations where water drains over the road further eroding the road materials.

Rehabilitate West Ditch:

The West Ditch has silted in and requires re-grading the bottom to return the functionality back to originally designed criteria. Special Note: Consultant is to design this phase to keep the ditch considered "rehab" and not "new".

Design Criteria:

- Remove silt from bottom of ditch.
- Regrade side slopes of ditch.
- Remove culverts unnecessary for crossing access.
- Grade top of ditch to:
    - Allow for continual future maintenance access.
    - Not drain "wetlands" contained within airfield.
- Vegetation plan to future avoid erosion of top and sides.

The West Ditch ends at DD7 C-10 drainage canal. Consultant is to coordinate with DD7 to determine if a control system needs to be in place to adequately control the discharge of water into their system.
Consultant to design and area adequate to spread spoils from ditch within airfield.

Landside Areas and Dry-Detention Pond:

Land development activities typically convert natural pervious areas to impervious areas. These activities cause increased runoff because infiltration is reduced, the surface is usually smoother, allowing more rapid drainage, and depression storage is usually reduced. In addition, natural drainage systems are often replaced by lined channels, storm drains, and curb-and-gutter systems. These man-made systems produce an increase in runoff volume and peak discharge as well as a reduction in the time to peak of the runoff hydrograph.

The temporary storage of excess storm water releases is a fundamental principle in storm water management and a necessary component of many storm drainage systems. The temporary storage of storm water can reduce the frequency and extent of downstream flooding, soil erosion, sedimentation, and water pollution.

The consultant will design a detention facility, that:

- **Maximizes available unusable land**
    - Places unusable land into a beneficial asset
- **Calculate relevant and appropriate hydraulic numbers:**
    - Design rainfall frequency, intensity, and duration criteria acceptable to DD7 and Jefferson County Engineering
    - Outflow rates acceptable to DD7 (Airport desires to decrease the overall outflow into DD7 system to be a good neighbor to adjacent homeowners)
- **Follows FAA AC 150/5320-5D Guidelines;**
    - Safety: Preventing public trespass
        - Preventing Public Trespass
        - Preventing Wildlife Attractants (AFPAM 91-212 & AC 150/5200-33)
    - Maintenance:
        - Ease of routine and pre/post event inspections
        - Mowing: Ease of access for vegetation management
        - Ease of sediment removal
        - Longevity of structural integrity of system

        - Dry pond: no permanent pool
- **Construction:**
    - Cost analysis for available options
        - Large amounts of soil to be removed. If engineered properly in conjunction with Airfield improvements, soil could possibly be deposited on outer areas of airfield and graded accordingly (cost saving measure)
        - Increase embankment sides to prevent overflow and accidental discharge into DD7 system

Phase 1 – Preliminary Design

This phase is intended to identify and evaluate alternatives to assure cost effective and practical solutions for the work items identified. Consultant will complete its evaluation of alternatives and practical design approach with Airport personnel. The design will take advantage of local knowledge and experience and utilize expertise from previous projects to design a cost-effective project and ensure competitive construction bids. Activities include, but not limited to:

1. Coordinate and meet with Airport personnel.
    a. Prepare an overall construction phasing plan to maximize project constructability and minimize interference with day-to-day airport operations, tenant activities, and commercial passenger ground travel.
2. Meet with Airport, FAA, and County personnel to accurately understand anticipated results.
    a. FAA has sensitive communication lines located underground in the airfield, consultant must meet with FAA to identify, locate, and protect all sensitive utilizes present.
3. Using the above SOW and after consultation with all relevant parties, Consultant will prepare a preliminary estimate of probable construction costs and schematic design for each project element.
    a. Discuss viable alternatives in order to maximize project finish product.

Phase 2 – Final Design

1. Verify design, hydraulic calculations, and computer modeling acceptability and functionality with all relevant parties (FAA, County Engineering, City Engineering, DD7, TCEQ, etc.)
2. Identify any utilities and other obstructions required to be removed or relocated in order to facilitate repairs and construction.
3. Debris control plan – acceptable standards of cleanliness contractor must meet each workday for all roads.
4. Develop Security Plan – contractors will have access to airside, strict access must be maintained to meet FAA and TSA security requirements.
5. Develop Safety Plan in accordance with AC 150/5370-2 Operational Safety on Airports During Construction.
6. Prepare final design documents that provide sufficient information and detail to illustrate, describe and clearly delineate the design intent of the Consultant and enable all contractors to bid uniformly.
    a. Provide final estimate of probable construction costs and quantities and schedule for the project.
    b. Incorporate specifications required in AC 150/5370-10 Standards for Specifying Construction of Airports, and any other FAA Advisory Circular relevant to the project.
    c. Prepare project specifications and contract documents.

Phase 3 – Bid Phase

1. Assist Jefferson County Purchasing Department with advertising and interpretation of project requirements.
2. Attend Pre-Bid meeting(s) to provide clarity and answer technical questions.
    a. Issue addenda to the bid, as appropriate and necessary, to interpret, clarify, or expand the Bidding Documents.
3. Assist with bid-opening, if necessary and assist Jefferson County Purchasing Department in recommended of award for contractor selection based on received construction bids.
    a. Return bid bonds to the unsuccessful bidders.
4. Consultant will make recommendations and determine the acceptability of substitute materials and equipment proposed by contractor(s) when substitution prior to the award of contracts is allowed by Bidding Documents and local, state and federal procurement guidelines.
5. Assist Purchasing Department with Notice of Award and Notice to Proceed.
    a. Solicit and review bonds, insurance certificates, construction schedules.

Consultant does not have to be present at bid opening. Consultant will prepare a bid tabulation and assist the Owner in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment, and services. Consultant will assist the Owner in the execution of all contract documents and furnish a sufficient number of executed documents for the Owner, Contractor, and FAA.

Consultant will coordinate with Owner to review and update DBE goals and make sure all available DBEs are contacted and included in bidding opportunities.

Phase 4 – Construction Phase Services

1. Conduct pre-construction conference.
    a. Review sensitive aspects of the project (Security, Timelines, Federal Requirements during Construction, etc.)
2. Monitor and document progress for quality and cost.
    a. Submit weekly construction progress reports to Airport to forward to FAA (required).
3. Review contractor payment requests, complete necessary quality control testing.
4. Continually update Airport on project progress and problems. Consultant to provide solutions and or alternatives during the construction phase when in the best interest of the Airport and Sponsor.
5. Prepare changes orders and submit to Purchasing to formally execute in Commissioner's Court.
    a. Change orders are only enforceable after approval and execution by Commissioners Court.
    a. Conduct and document periodic wage rate interviews as necessary to conform to 2 CFR 200 and 29 CFR Part 5.
6. Conduct final project inspection and recommend release of retainage.
7. Prepare and deliver as-built construction plans (hard copy and electronic) to Airport and County Engineer's Office.
8. Prepare project closeout report for submittal to FAA.

Section 3. Minimum Respondent Qualifications

The County intends to negotiate an agreement with the firm selected through this competitive RFQ process to provide all, some, or none of the consultant technical services related to the project(s) described herein. Respondents may form a team with other firms to perform the required tasks. The best qualified firm will have a Consultant Project Manager as well as key technical leads, all who are best qualified to serve the Airport in a consistent and efficient manner. In addition, the best qualified firm will have evidenced in their approach, with supporting prior experience, an understanding that demonstrates the firm's ability to meet the Airport's specific needs for this solicitation and experience coordinating with key stakeholders.

All respondents to this request must:

- Be an experienced firm or team that can demonstrate having had a broad background and extensive experience in project design, bidding phase services, and construction project management.
- Have no record of unsatisfactory performance. Proposers who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Consultant, shall be presumed to be unable to meet this requirement.
- Have an active registration status with no exclusion(s) with the System for Award Management (SAM).
- Have the ability to maintain adequate files and records and meet statistical reporting requirements.
- Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trial.

Section 4. Procedure

Firms are encouraged to submit statements of qualifications and experience. The Purchasing Agent will appoint a selection committee, which will evaluate qualified responses. Responses will be ranked on the basis of demonstrated experience, competence, and qualifications. Fees, price, work hours, or any other cost information will not be considered in the development of the short list. *Discussions and questions related to budgetary considerations are prohibited. Negotiation of the fee will commence after the selection process has finished.*

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

Section 6. Laws and Regulations

The Professional Engineering Firm(s) must comply with all laws, ordinances, and rules and regulations which govern the work specified in this contract.

This RFQ will follow guidelines set forth in FAA Advisory Circular 150/5100-14E (or current version) and 2 CFR 200, for the purpose pf selection engagement of architectural, engineering, and planning consultants.

Section 7. Insurance

The contractor (including any and all subcontractors as defined in Section 7 below) must provide proof of insurance at the time of award and at all times during the term of any contract as a direct result of this RFQ, and 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 7 Below:

Section 8. Workers' Compensation Insurance

7.1 Definitions:

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

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

7.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent

contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 9. 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.

- **Minimum of (5) copies (to include: one original, four copies)** of the written responses are required.

  All Copies are to include RFQ specifications document with all forms completed, **in its entirety**.

  Note: The inclusion of these specifications (34 pages) in their entirety, completed FORM 1295, SAM Registration Status/Proof, and Certificate of Insurance documents are not to be included in response page count.

- **Maximum of (30) pages**, typed, front and back or single sided, with each page clearly numbered at the bottom of the page.

Section 10. Statement of Qualifications and Experience

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

1) Company Information

a) Business name and legal entity.
   i) Federal Tax ID number
   ii) Local and Corporate/Main Office address and mailing address, telephone, and email contact information
   iii) Whether the prime consultant is a single entity, partnership, corporation, or other legal entity recognized in the State of Texas.
   iv) Controlling interest in any other firms providing equivalent or similar services, as well as financial interest in other lines of business.
   v) Brief history of your company, include number of years in business under present name, prior business names.

b) Organization chart, (clearly define respondent if working alone or with a team)

c) Statement that demonstrates capacity to perform the required services (minimum qualifications), including other firms if a team.

d) Contact information of person(s) who are authorized to negotiate and contractually obligate the firm, one of these people must sign the RFQ response.

2) Experience and Expertise of the Prime Consultant and Sub Consultants

a) Brief introduction of all participating firms.

b) Sub-consultants and DBE
   i) Identify any DBE's and Minority Businesses that will be a part of the team and approximate percentage of the work they will be performing.
   ii) Firm's experience working together.
   iii) Statement signed by any sub-consultant that the sub will perform all work as described.

c) Description of representative work accomplished for all jobs within the past five (5) years.

d) Describe reasons why the firm(s) would be uniquely qualified to provide the services (as described within this RFQ) to Jefferson County/Jack Brooks Regional Airport.

e) List of applicable licenses presently held and indicate ability to obtain any additional licenses or permits that may be required.

3) Personnel and Team Organization

a) Confirmation that firm has adequate and experienced staff that are trained to perform the tasks requested in this RFQ.

b) Experience of principal individuals, of the consultant or team, stating current positions, years of service experience, and identify specific projects worked on that are similar in nature to the project(s) described in this RFQ and roll in said projects.

c) Provide resumes of the proposed staff for this solicitation (limit 1 resume to 1 page, does not count against the maximum page limit)

4) Project Approach

a) Provide an overview describing the general approach and methodology of conducting the general services identified in this RFQ. Please use this section to describe any services above and beyond previous identified projects that your firm believes are important and relevant to this project.

b) Provide a project schedule illustrating the firm's approach and expected outcomes. Include any governmental review steps (Federal, State, Local, etc.)

5) Identification of any pending debarment, litigation, convictions, or adverse court rulings of all officers, consultants, and employees, and any conflict disclosure.

a) Affirmation that commitments, current or potential, may impact the proposer's ability to perform.

6) List of references, other than Jefferson County/Jack Brooks Regional Airport, who have contracted the type(s) of work that your firm is offering to perform. A reference form "*Vendor References*" is included in this package on page 25.

7) Evidence of insurance.

8) Proof of Registration with the System for Award Management. See Section 13 (Item E), 2121

9) 11.

Section 11. Additional Information

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

Section 12. 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 13. Terms and Conditions

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

B. 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.

C. The Engineering Individual/ 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.

D. No reports, information, or data given to or prepared by the Engineering Individual/Firm under contract shall be made available to any individual or organization by the Engineering Individual/Firm without the prior written approval of the County.

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

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

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

c. **Respondents are required to submit proof of their SAM Registration with their response.**

F. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)
   a. 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.
   b. 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.
   c. 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."
      i. A completed Form 1295 is not required for:
         1. a sponsored research contract of an institution of higher education;
         2. an interagency contract of a state agency or an institution of higher education;
         3. 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 or any qualified vendor is eligible for the contract;
         4. a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;
         5. a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code;
         6. a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code
   d. Upon entering into a contract or professional agreement, the Jefferson County Purchasing Department will submit a request to the Vendor to both:
      i. Submit a FORM 1295 online via the Texas Ethics Commission website link below.
         1. Vendors must enter the required information on Form 1295, and print a copy of the completed form.
         2. The form will include a certification of filing that will contain a unique certification number.
      ii. Submit a FORM 1295 hard copy (completed and signed by an Authorized Agent of the Awarded Vendor) to the Jefferson County Purchasing Department.
   e. FORM 1295 Completion Instructions and Login Instructions are available the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Section 14. Minority-Business 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.

Affirmative Steps pursuant to 2 CFR §200.321

Good faith efforts will be taken to assure small and minority firms are used whenever possible, consistent with 49 CFR part 26. These steps and efforts include, but not limited to:

- Including qualified small business and minority forms on solicitation lists
- Assure that small businesses and minority firms are solicited whenever they are potential sources. Consultation with Airports Division, Office of Civil Rights and or State transportation offices is used.
- When economically feasible, the total requirements will be divided into tasks to permit maximum small business and DBE firm participation.
- Encourage consultants to subcontract portions of the work, even when they might otherwise perform the work with their own forces.

For the purposes of this RFQ, respondents are to provide the following information:

- Certification of any DBEs on this project.
- Percentage of project DBEs will work on, if part of a team.
- The Consultant must clearly state that they have no DBEs on their team, if applicable. If Consultant has minority businesses as part of a team or is a minority business registered with the State of Texas but is not certified as a DBE, that information must also be clearly stated in response.

Section 15. Federal Mandated Contract Provisions

Some or all of the provisions in this section will be incorporated into a professional service agreement as a result of this solicitation.

A. Breach of Contract Terms / Remedies

Source: 2 CFR § 200 Appendix II (A)

Applicability: This provision requires Jefferson County, as the Airport Sponsor, to incorporate administrative, contractual, or legal remedies if contractor/consultant violate or breach contract terms. The sponsor must also include appropriate penalties and sanctions. Language acceptable to meet the intent of this requirement will be included in contractual documents.

This requirement applies to all FEMA grant and cooperative agreement programs

Contract Types: This provision is required for all contracts that exceed the simplified acquisition threshold as stated in 2 CFR § 200, Appendix II (A). This threshold is occasionally adjusted for inflation and is now equal to $150,000.

B. Termination of Contract (for Cause and Convenience)

Source: 2 CFR § 200 Appendix II (B)

FAA Advisory Circular 150/5370-10, Section 80-09

Applicability: This provision requires Jefferson County, as the Airport Sponsor, to incorporate in all contracts over $10,000, a provision that addresses termination for cause and termination for convenience, by the sponsor. The contractual provision must address the manner by which the sponsor's contract will be affected and the basis for settlement. Language acceptable to meet the intent of this requirement will be included in contractual documents.

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

Contract Types: This provision is required for all contracts that exceed $10,000.

C. Equal Employment Opportunity

Source: 2 CFR § 200 Appendix II (C) 41 CFR § 60-1.4

Executive Order 11246 41 CFR § 60-4.3

Applicability: The purpose of this provision is to provide equal opportunity for all persons, without regard to race, color, religion, sex, or national origin who are employed or seeking employment with contractors performing under a federally assisted construction contract. There are two provisions, a construction clause and a specification clause.

The equal opportunity contract clause must be included in any contract or subcontract when the amount exceeds $10,000. Once the equal opportunity clause is determined to be applicable, the contract or subcontract must include the clause for the remainder of the year, regardless of the amount of the contract.

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

Contract Types: This provision is required for all contracts that exceed $10,000.

Use of Provision: 41 CFR 60-1.4 provides the mandatory **contract** language. 41 CFR 60-4.3 provides the mandatory **specification** language. The sponsor will incorporate these clauses without modification.

Note: Any contracts resulting from this RFQ will have the requisite language as set forth in 2 CFR 200 App II, 41 CFR 60-1.4, 41 CFR 60-4.3, and Executive Order 11246.

D. Davis-Bacon Requirements

Source: 2 CFR § 200 Appendix II (D)

29 CFR Part 5

Applicability: The Davis-Bacon Act ensures that laborers and mechanics employed under the contract receive pay no less than the locally prevailing wages and fringe benefits as determined by the Department of Labor.

For Professional Services: The emergence of different project delivery methods has created situations where Professional Service Agreements (PSAs) includes tasks that meet the definition of construction, alteration, or repair as defined in 29 CFR Part 5. If such tasks result in work that qualifies as construction, alteration, or repair and it exceeds $2,000, the PSA must incorporate this clause.

Use of Provision: 29 CFR 5 establishes the specific language the sponsor must use without modification. A/E firms that employ laborers and mechanics on a task that meets the definition of construction, alteration, or repair are acting as a contractor. The sponsor may not substitute the term “Contractor” for “Consultant” in such instances.

E. Copeland Anti-Kickback

Source: 2 CFR § 200 Appendix II (D)

29 CFR Part 3 & Part 5

Applicability: The Copeland Act (18 USC 874 and 40 USC 3145) makes it unlawful to induce by force, intimidation, threat of dismissal from employment, or by any other manner, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment. The Copeland Act also requires each contractor and subcontractor to furnish weekly a statement of compliance with respect to the wages paid each employee during the preceding week.

It DOES NOT apply to the FEMA Public Assistance Program.

For Professional Services: The emergence of different project delivery methods has created situations where Professional Service Agreements (PSAs) includes tasks that meet the definition of construction, alteration, or repair as defined in 29 CFR Part 5. If such tasks result in work that qualifies as construction, alteration, or repair and it exceeds $2,000, the PSA must incorporate the Copeland Anti-kickback provision.

Use of Provision: 29 CFR 5 establishes the specific language the sponsor must use without modification. A/E firms that employ laborers and mechanics on a task that meets the definition of construction, alteration, or repair are acting as a contractor. The sponsor may not substitute the term “Contractor” for “Consultant” in such instances.

F. Contract Workhours and Safety Standards Act Requirements

Source: 2 CFR § 200 Appendix II (E) 29 CFR Part 5

40 U.S.C. § 3701-3708

Applicability: Contract Workhours and Safety Standards Act Requirements (CWHSSA) requires contractors and subcontractors on covered contracts to pay laborers and mechanics employed in the performance of the contracts one and one-half times their basic rate of pay for all hours worked over 40 in a workweek and prohibits unsanitary, hazardous, or dangerous working conditions on federally assisted projects. The Wage and Hour division (WHD) within the U.S. Department of Labor (DOL) enforces the compensation requirements of this Act, while DOL’s Occupational Safety and Health Administration (OSHA) enforces the safety and health requirements.

Jefferson County urges all contractors, regardless of funding sources for projects, to follow all applicable Federal and State labor laws.

For Professional Services: This provision applies to professional service agreements that exceed $100,000 and employs laborers, mechanics, watchmen, and guards This includes members of survey crews and exploratory drilling operations.

Use of Provision: The following text will be included in applicable contracts without modification:

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 (1) of this clause, 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 (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 (1) of this clause.

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 (2) of this clause.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (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 (1) through (4) of this clause.

G. Rights to Inventions

Source: 2 CFR § 200 Appendix II (F)

37 CFR § 401

Applicability: This provision applies to all contracts and subcontracts with small business forms or nonprofit organizations that include performance of *experimental, developmental, or research work*. This clause is not applicable to construction, equipment, or professional service contracts unless the contract includes *experimental, developmental, or research work*. 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.”

Use of Provision: When applicable, the sponsor’s language in the contract must fully satisfy the requirements of Appendix II to 2 CFR part 200.

H. Clean Air and Water Pollution Control

Source: 2 CFR § 200 Appendix II (G)

29 CFR Part 5

Applicability: This provision is required on all contracts and lower tier contracts that exceed $150,000.

Use of Provision: The following language will be included in applicable contracts:

1. Contractor agrees to comply with all applicable standards, orders, and regulations 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. § 1251-13870). The contractor agrees to report any violation to the owner immediately upon discovery. The owner assumes responsibility for notifying the EPA and the FAA.

I. Debarment and Suspension

Source: 2 CFR Part 180 (Subpart C) 2 CFR Part 3000

2 CFR Part 1200 DOT Order 4200.5

Applicability: Required in all FEMA grant and cooperative agreement programs, regardless of amount. This requirement applies to covered transactions as defined in 2 CFR part 180. AIP funded contracts are non-

procurement transactions as defined by §180.970. Covered transactions include any AIP-funded contract, regardless of tier, that is awarded by a contractor, subcontractor, supplier, consultant, or its agents or representative in any transaction, if the amount of the contract is expected to equal or exceed $25,000. Jefferson County must verify that the firm or individual that is entering into a contract with is not presently suspended, excluded, or debarred by any Federal department or agency from participating in federally assisted projects. This is accomplished by:

1. Checking SAM.gov to verify the firm's or individual's status;
2. Collecting a certification from the firm or individual that is not suspended, debarred, or excluded; and
3. Incorporating a clause into the contract that requires lower tier contracts to verify that no suspended, debarred, or excluded firm or individual is included in the project.

See Section 12, Paragraph E above for more information on SAM.gov.

Use of Provision: When applicable, the sponsor's language in the contract must fully satisfy the requirements of Appendix II to 2 CFR part 200.

J. Lobbying and Influencing Federal Employees

Source: 2 CFR § 200 Appendix II (J) 31 USC § 1352 – Byrd Anti-Lobbying Amendment

49 CFR Part 20, Appendix A 44 CFR Part 18

Applicability: This requirement applies to all FEMA grant and cooperative agreement programs. Consultants and contractors that apply or bid an award of $100,000 or more must certify 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 another award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Use of Provision: When applicable, the sponsor's language in the contract must fully satisfy the requirements of Appendix II to 2 CFR part 200 Appendix (J) and 31 USC 1352.

If applicable, contractors ***must sign and submit*** to Jefferson County the "**Certification Regarding Lobbying**" Form included in this bid specification.

K. Procurement of Recovered Materials

Source: 2 CFR § 200 Appendix II (J) Solid Waste Disposal Act

40 CFR Part 247 2 CFR § 200.322

Applicability: Sponsors of AIP funded development and equipment projects must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Section 6002 emphasizes maximizing energy and resource recovery through use of affirmative procurement actions for recovered materials identified in the EPA guidelines. When acquiring items designated in the guidelines, the sponsor must procure items that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

This requirement applies to:

- All contracts awarded by a non-Federal entity under FEMA grant and cooperative agreement programs.
- All construction and equipment projects.
- Any contract, professional and property acquisition, that includes procurement of a product that exceeds $10,000.

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.

Use of Provision: When applicable, the sponsor's language in the contract must fully satisfy the requirements of Appendix II to 2 CFR part 200.

L. Access to Records and Reports

Source: 2 CFR § 200.333 FAA Order 5100.38

2 CFR § 200.336

Applicability: 2 CFR § 200.333 requires a sponsor to retain records pertinent to a federal award for a period of three years from submission of final closure documents. 2 CFR § 200.336 establishes that sponsors must provide Federal entities the right to access records pertinent to the Federal award. FAA policy extends these requirements to the sponsor's contracts and subcontracts of AIP funded projects.

Use of Provision: When applicable, the sponsor's language in the contract must fully satisfy the requirements of Appendix II to 2 CFR part 200. The following will be in applicable contracts:

1. The contractor must maintain an acceptable cost accounting system. 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 maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters have been resolved.
3. 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.
4. 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.
5. 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.

M. Affirmative Action Requirement

Source: 41 CFR Part 60-4 FAA Order 5100.38

Executive Order 11246

Applicability: Sponsors are required to set goals for minority participation in AIP funded projects exceeding $10,000. The goals for minority participation derive from Economic Area (EA) and Standard Metropolitan Statistical Area (SMSA) as established in Volume 45 of the Federal Register dated 10/03/80. Page 65984 contains a table of all EAs and SMSAs and the associated minority participation goals.

Executive Order 11246 has set a goal of 6.9% nationally for female participation for all construction projects. This value remains constant for all counties and states.

Contract Types:

- Construction: The sponsor must incorporate this notice in all solicitations for bids or requests for proposals for AIP funded construction work contracts and subcontracts that exceed $10,000.

- Equipment: The sponsor must incorporate this notice in all solicitations for equipment project exceeding $10,000 that involves installation of equipment onsite (e.g. electrical vault equipment, generators). This provision does not apply to equipment acquisition projects where the manufacturer of the equipment takes place offsite at a manufacturer's plant (e.g. firefighting and vehicles).

- Professional Services: The sponsor must incorporate this notice in any professional service agreement if the agreement includes tasks that meet the definition of construction work, as defined by the DOL, and exceeds $10,000.

Use of Provision: When applicable, the sponsor's language in the contract must fully satisfy the requirements of 41 CFR Part 60-4. The following will be in applicable contracts:

Solicitation Clause:

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractors aggregate workforce in each trade on all construction work in the covered area, are as follows:

    a. Goals for minority participation for each trade: 1.95%

    b. Goals for female participation in each trade: 6.90%

These goals are applicable to all of the contractor's construction work, whether or not it is federal or federally assisted, performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR Part 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with these goals will be measured against the total work hours performed.

The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of these subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As used in this notice and in the contract resulting from this solicitation, the covered area is Texas, Jefferson County, Beaumont.

N. Buy American Preferences

Source: 49 USC § 50101

Applicability: the buy American preference requirement in 49 USC § 50101 requires that all still in manufactured goods used on AIP projects be produced in the United States. This statute gives the FAA the ability to issue a waiver to a sponsor to use non-domestic material on an AIP funded project subject to meeting certain conditions a sponsor may request that the FAA issue a waiver from the by American preference requirements if the FA finds that:

1. Applying the provision is not in the public interest;
2. The steel or manufactured goods are not available in sufficient quantity or quality in the United States;
3. The cost of components in subcomponents produced in the United States is more than 60% of the total components of a facility or equipment, and final assembly has taken place in the United States. Items that have an FAA standard specification item number, such as specific airport lighting equipment, are considered the equipment.
4. Applying this provision would increase the cost of the overall project by more than 25%.

For construction and equipment procurement projects, language, forms, and references to 49 USC § 50101 will be included in the solicitation.

Professional Service Agreements typically do not result in a deliverable that meets the definition of a manufactured product. If a PSA includes providing a manufactured good as a deliverable under the contract, the sponsor must include the Buy American Preference provision in the agreement.

Use of Provision: When applicable, the sponsor's language in the contract must fully satisfy the requirements of 49 USC § 50101.

O. Civil Rights

Source: 49 USC § 47123 Title VI of the Civil Rights Act of 1964

FAA Order 1400.11 US DOT Order 1050.2

Applicability: Title VI of the Civil Rights Act of 1964, as amended, Title VI, prohibits discrimination on the grounds of race, color, or national origin under any program or activity receiving Federal financial assistance. Sponsors must include appropriate clauses from the Standard DOT Title VI Assurances in all contracts and solicitations.

The text of each individual clause comes from the U.S. DOT Order 1050.2 Standard Title VI Assurances and Nondiscrimination Provisions, effective 04/24/2013. These assurances require the sponsor insert the appropriate clauses in the form provided by the DOT. Where the clause refers to the applicable activity, project, or program, it means the AIP project.

Title VI Solicitation Notice

Jefferson County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC § 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of any contract as a result of this bid, the Contractor, for itself, its assignees, and successors in interest, hereinafter referred to as the Contractor, agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

- Title VI of the Civil Rights Act of 1964
- 49 CFR part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- Section 504 of the Rehabilitation Act of 1973
- The Age Discrimination Act of 1975
- Airport and Airway Improvement Act of 1982
- The Civil Rights Restoration Act of 1987
- Titles II and III of the Americans with Disabilities Act of 1990
- The Federal Aviation Administration's Nondiscrimination Statute
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency
- Title IX of the Education Amendments of 1972

P. Disadvantaged Business Enterprise

Source: 49 CFR part 26

Applicability: A sponsor that anticipates awarding $250,000 or more in AIP funding prime contracts in a federal fiscal year must have an approved Disadvantaged Business Enterprise (DBE) program on file with the FAA Office of Civil Rights (§26.21). The approved DBE program will identify a 3-year overall program goal that the sponsor bases on the availability of ready, willing, and able DBEs relative to all businesses ready, willing, and able to participate on the project. (§26.45).

Sponsors with a DBE program on file with the FAA must include the three following provisions, if applicable:

- Clause in all solicitations for proposals for which a contract goal has been established;
- Clause in each prime contract, and;
- Clause in solicitations that are obtaining DBE participation through race/gender neutral means.

As a condition of bid responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

1. Names and addresses of the DBE firms that will participate in the contract;
2. A description of the work each DBE firm will perform;
3. Percentage/dollar amount of the participation of each DBE firm listed under 1.
4. Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
5. If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in 49 CFR part 26 Appendix A

The requirements of 49 CFR part 26 apply to this contract. It is the policy of Jefferson County to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. Jefferson County encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

DBE Contract Assurances

Contracts as a result of this bid will include contract assurances per §26.13, if applicable:

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

1. Withholding monthly progress payments;
2. Accessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (§26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from Jefferson County. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of Jefferson County. This clause applies to both DBE and non-DBE subcontractors.

Q. Distracted Driving

Source: Executive Order 13513 2 CFR §200.67

DOT Order 3902.10

Applicability: The FAA encourages recipients of federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

Use of Provision: The following clause will be included in all Federally-assisted contracts regardless of amount:

In accordance with executive order 13513, federal leadership on reducing text messaging while driving, Andy OT order 3902.10, text messaging while driving, the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, Jefferson County encourages the contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles Papa forming work activities associated with the project. The contractor must include the substance of this clause and other sub tier contracts exceeding $3,500 that involve driving a motor vehicle and performance of work activities associated with the project.

R. Compliance with Federal Law, Regulations, and Executive Orders

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

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.

"*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."*

S. No Obligation by Federal Government

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

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."

T. Program Fraud and False or Fraudulent Statements or Related Acts

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.

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."

Section 16. Rating Criteria

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

- **Firm's Capability to Provide the Services – 40%**
    - Capability to perform all or most aspects of the project and recent experience with comparable airport improvement projects.
- **Project Understanding and Approach – 30 %**
    - Project understanding and approach; must be able to demonstrate an understanding and familiarity of these types of projects and describe your approach to completing projects.
- **Staff Qualifications – 10 %**
    - Key personnel, including subs, professional qualifications and experience and availability, and knowledge of FAA/Federally-Funded/CARES Act Grant funded project regulations, policies, and procedures.
- **Ability to Meet Timeline – 10%**
    - Demonstrated capability to deliver services in a timely manner.
- **DBE Goals & Good Faith Efforts – 10 %**
    - Ability to meet DBE goal of **1.95%** and documenting good faith efforts.

Evaluation:

All submittals received will be evaluated and ranked upon the responsiveness to the RFQ. A minimum of two firms may be selected for further evaluation and requested to participate in a formal interview as part of the selection process. Alternatively, the most qualified firm or team may be selected directly following the evaluation.

Scope of Work/Fee Proposal:

Following the selection process, the County/Airport will enter into contract negotiations with the selected individual/firm. The County and individual/firm will meet to discuss the proposed services and scope of work. The firm will then be expected to prepare and submit a detailed breakdown proposal detailing hourly rates, markups, anticipated reimbursable expenses, direct salary costs, labor, general and administrative overhead, and profit data for the project. A cost analysis may be performed for each of these negotiations. Work will be performed under a lump sum basis or a not to exceed basis. If negotiations fail, either in scope of work or other contract items, the County will then enter into negotiations with the next highest qualified consultant.

Fees, rates, and other monetary considerations are not to be discussed during the Qualification process.

Section 17. Submission Requirements

Respondents are responsible for submitting: **One (1) original and four (4) proposal copies; with all copies to include a completed copy of this specifications packet, in its entirety.**

Additionally, Respondent must monitor the Jefferson County Purchasing Department Website 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.

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, July 28, 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.

DEADLINE FOR QUESTIONS:

The deadline for asking questions in writing or requesting additional information (in writing or in person) is:
5:00 pm CT, Wednesday, July 21, 2021.

Please direct all questions to Jamey West, Assistant Purchasing Agent via email at: jwest@co.jefferson.tx.us
Questions regarding the scope of work must be directed to Jamey West in order to keep an accurate record of communication among all parties.

Courthouse Security:

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. 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.
Respondents are strongly urged to plan accordingly.

County Holidays – 2021:

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.

VENDOR REFERENCES

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

THIS FORM MUST BE RETURNED WITH YOUR OFFER.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

<u>Respondent</u>: Complete & Return this Form with Qualifications Submission.

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

_____

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

_____

Date

<u>Respondent</u>: Complete & Return this Form with Qualifications 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 sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants 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 Proposal (RFP) 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., “RFP-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 Red

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a.bid/offer/application _____ b. initial award c. post-award	**3. Report Type:** a. initial filing _____ b. material change **For material change only:** Year _____ quarter _____ Date of last report_____

4. Name and Address of Reporting Entity: ____ Prime _____ Sub-awardee Tier_____, if Known: **Congressional District,** *if known*:	**5. If Reporting Entity in No. 4 is Sub-awardee,** Enter Name and Address of Prime: **Congressional District,** *if known*:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. 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)**

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>: Complete & 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

<u>Respondent</u>: Complete & 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>: Complete & Return this Form with Qualifications Submission.

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

_____, 2021

_____
Notary Public

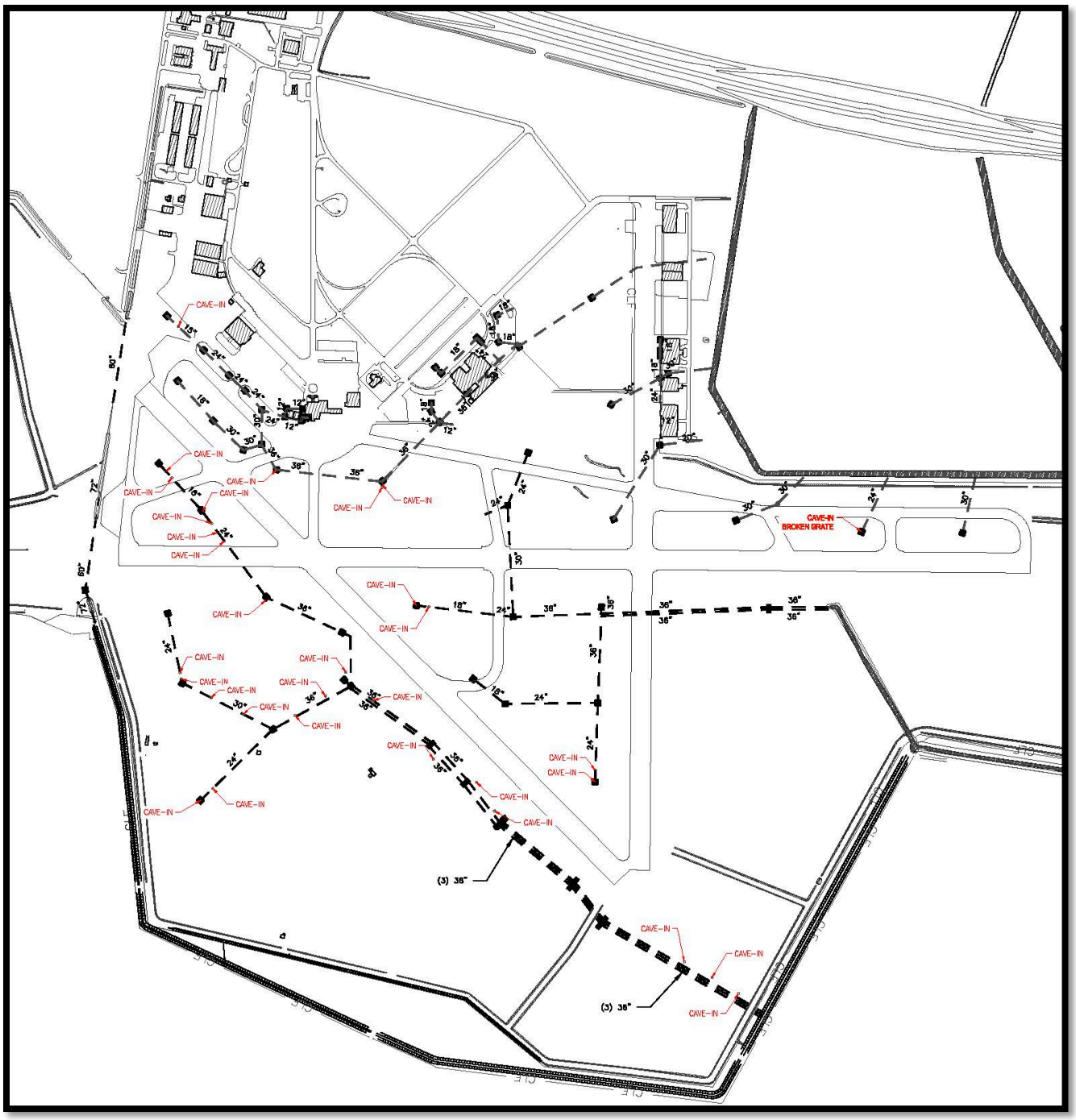
State of _____

My Commission Expires: _____

<u>Respondent</u>: Return this Form with Qualifications Submission.

Section 18. Exhibits

A. System Failures



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

June 29, 2021

Request for Statements of Qualification (RFQ 21-041/JW)

Professional Engineering Services for Rehabilitation of Fuel Farm Pavement at the Jack Brooks Regional Airport

Dear Vendors:

You are invited to submit a statement of qualifications in accordance with **(RFQ 21-041/JW) Professional Engineering Services for Rehabilitation of Fuel Farm Pavement at the Jack Brooks Regional Airport.** Jefferson County is requesting statements of qualifications from qualified and experienced Engineering Consulting Firms to provide: project administration services, design services, bidding services, and construction oversight services required for the rehabilitation of pavement at the Fuel Farm located at the Jack Brooks Regional Airport. This project is intended to be funded by the Federal Aviation Administration (FAA) Airport Improvement Program (AIP)/CARES Act Grant to the Airport.

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

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

Responses are to be sealed and addressed to the Purchasing Agent with the request for qualifications number and name marked on the outside of the envelope or box. All responses shall be submitted with an original and (4) four copies, to the Jefferson County Purchasing Department, 1149 Pearl Street, 1st Floor, Beaumont, Texas 77701, no later than 11:00 am CT, Wednesday, July 28, 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 Rehabilitation of Fuel Farm Pavement at the Jack Brooks Regional Airport.**
REQUEST NO:	**RFQ 21-041/JW**
DUE DATE/TIME:	**11:00 am CT, Wednesday, July 28, 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 Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

Published:
June 30 & July 7, 2021
Beaumont Enterprise and Port Arthur News:

July 1 ,2021
The Examiner

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Request for Statements of Qualification (RFQ 21-041/JW)
Professional Engineering Services for Rehabilitation of Fuel Farm Pavement at the Jack Brooks Regional Airport

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Section 1. Background Information, Introduction, and Purpose:

Background Information:

Jack Brooks Regional Airport, located in Jefferson County, serves an expanding regional population in excess of 500,000. Situated on 1,180 acres in the heart of Jefferson County, just minutes away from anywhere in the Beaumont, Port Arthur, and Orange geographic areas and only an hour away from Houston, TX and Lake Charles, LA.

Introduction:

Jefferson County is seeking interested firms to submit their qualifications to provide the required professional services to design the rehabilitation of the Fuel Farm Pavement at the Jack Brooks Regional Airport. This project is intended to be funded by the Federal Aviation Administration (FAA) Airport Improvement Program (AIP)/CARES Act Grant to the Airport.

The professional engineering services for this project includes, but not limited to: project administration, design services, bidding services, and construction oversight.

The County **highly** encourages Disadvantaged Business Enterprises (DBEs) to participate in the qualifications submission process for this project in order to help the airport meet the participation goal of **1.95%.**

Section 2. Scope of Work

Design Service Scope
BPT – Jack Brooks Regional Airport
Project: **Fuel Farm Pavement Repairs**

The consultant will provide the required professional services to design the rehabilitation of the Fuel Farm Pavement. This work will be performed under a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant to the Airport.

The selected firm is expected to demonstrate knowledge and proficiency of all FAA, State and Local standards and guidance, regardless if they are not listed exhaustively in this RFQ. Further, the selected firm is required to have experience with or in-house capabilities, or sub-consultant capabilities, in: Electrical Engineering, Estimating / Cost Analysis, International Building Codes, prevailing Architectural, Engineering and Specialty Disciplines necessary to complete the project as described below.

All work products developed by the selected firm will be subject to FAA and Jefferson County document review.
Consultant will provide cost effective alternatives and solutions to items listed below, longevity and maintenance are priority considerations.

All respondents will be allowed site visits to inspect the facilities. Respondents are to coordinate site visits with Airport Administration prior to visit. Specific questions regarding the scope are directed to Jefferson County Purchasing Department for full transparency and equitable dissemination of relevant information to all interested parties.
Fuel Farm:

- Full depth panel replacement of concrete at fuel loading and unloading area.
- Full replacement of containment wall.
- Repair of underground drainage failure beneath pavement, if necessary.
- Finished product must meet NFPA 407, DOT, and EPA standards for fuel transfer area containment.

Phase 1 – Project Administration

Consultant will serve as Owner's representative for the project and furnish consultation and advice to the Owner during the performance of this service. Consultant will attend meetings as necessary with local officials, state and federal agencies, and others regarding the scope of the proposed project, general design, functions, and impacts.

Phase 2 –Design Services

Initially, consultant is to identify and evaluate alternatives to assure cost effective and practical solutions for the work items identified.
Consultant will complete its evaluation of alternatives and practical design approach with Airport personnel. The design will take advantage of local knowledge and experience and utilize expertise from previous projects to design a cost-effective project and ensure competitive construction bids.

Consultant will prepare detailed construction drawings, specifications, instructions to bidders, and general and specific provisions, all based on guides furnished by Consultant and FAA, or internally provided by Consultant.
Contract Documents, plans, specifications, cost estimates, construction timelines, will be prepared for award of one construction contract. These designs shall conform to the standards of practice ordinarily used by members of Consultant's profession practicing under similar conditions and shall be submitted to the FAA, the Airport, and Jefferson County, as necessary, to receive approval.

Activities include:

1. Coordinate and meet with Airport personnel and FAA tower personnel to minimize day-to-day operations.
    a. Special Note: This project will be time sensitive as the fuel tank farm provides the safe and environmentally approved area to refill Airport Fuel Trucks of Jet fuel and AvGas.
    b. Prolonged period of time without access to the tank farm seriously adversely impacts the airport's ability to fuel aircraft.
2. Prepare a preliminary estimate of probable construction costs and schematic design for each project element.
    a. Consultant will develop, reviewing previous cost data and market condition, and Engineer's Opinion of Probable Costs.
3. Prepare an overall construction phasing plan in order to maximize project constructability and minimize interference with airport operations. Plan must incorporate other airport construction activities.
    a. Project Construction Time will be extremely critical – airport cannot sustain aviation activity without access to aviation fuel.
4. Provide geotechnical investigation and analysis and pavement and other testing and analysis required for the design.
    a. Consultant will meet with County Engineer to determine if a geotechnical analysis is necessary on this project given the project's limited size and scope.
    b. County Engineer's office may provide a soil profile and ask consultant to design pavement to satisfy soil profile and anticipated load.
    c. Identify and coordinate required laboratory testing:
        i. Standard Proctors
        ii. Sieve analysis
        iii. Unit weight and water content determinations
    d. Owner and Airport strongly encourage the use of local firms that meet the applicable FAA minimum requirements for testing.
5. Preparation of a Quality Control Plan will include the project background and scope, stakeholder contact information, project team and roles, design criteria, project schedule, and quality control procedures
    a. Quality control review will be conducted prior to design submission to Airport.
    b. If necessary, consultant will coordinate adequate materials control testing services.
        i. Materials control testing services may be hired as a 3rd independent party.
6. Develop a safety plan in accordance with AC 150/5370-2, Operational Safety on Airports During Construction.
    a. This is a sensitive area due to proximity of fuel tanks and FAA Control Tower.
7. Record Document Review: Consultant will review construction documents provided by the Airport to evaluate existing conditions, may include record drawings, record surveys, utility maps, and previous design reports.

8. Site Visits: Consultant will perform site visits as required to review and verify existing condition.
9. Design: Consultant will design all improvements in accordance with FAA standards and guidelines.
    a. Full-depth panel replacement of pavement area called Fuel Farm Pavement and Loading Area.
    b. Containment curbs are to be completely removed and replaced.
    c. Underground drainage pipes may be in the immediate vicinity, directly beneath the pavement, any damaged drainage pipes must be repaired and or replaced in a manner commensurate with prevailing engineering standards.
    d. Pavement must meet DOT or FAA standards. Where FAA standards for vehicle pavement are unavailable or ambiguous, TxDOT pavement standards will be utilized. EPA and TCEQ rules will be adhered to where relevant.

i. Consultant will confer with FAA personnel to determine the best suited standards for specifications.

e. Complete final quantity calculations

f. Provide 5 sets of construction documents, an electronic version must be delivered to Airport and County Engineering. Hard copies of construction documents must be delivered to:
   i. (1) County Engineering
   ii. (1) County Purchasing Department
   iii. (2) Airport
   iv. (1) FAA

10. Technical Specifications:
    a. Detailed specifications shall be developed using FAA Standards for Specifying Construction for Airports AC 150 /5370-10 (latest edition) or other appropriate standards approved for use by the FAA. Additional supplementary specifications will be developed, as necessary, when not covered by existing FAA or local standards.
    b. Pavement must meet FAA and TxDOT standards appropriate to the project.
       i. Special Note: Large Semi-type trucks deliver fuel with trailers carrying approximately 8,500 gallons. Pavement and sub-base must be designed in such a manner to provide long-term stability and longevity.
11. Contract Document Construction:
    a. Consultant will develop construction documents that include all necessary provisions of 2 CFR 200, AC 150/5370-10, and any other federal, state, and local requirements. Special provisions of related to the CARES Act must be included in the construction contract as well.
12. 100% Final Design
    a. Consultant will develop 100% final design plans, specifications, and engineer's reports and submit these to owner for review. Owner estimates review of the design submission will take 2 weeks. Consultant will then develop 100% Invitation for Bid (IFB) plans and specifications, that include all necessary provisions to meet 2 CFR 200, and relevant FAA and Federal guidelines.

Phase 3 – Bidding Services

Consultant will assist the Owner with the County's bidding process for one prime contract for construction, materials, equipment, and services. Consultant will maintain a record for prospective bidders to whom Bidding Documents have been issued and attend pre-bid meeting(s). All advertising costs are paid by the Owner.

Consultant will work with County Purchasing Department to issue addenda to the bid, as appropriate and necessary, to interpret, clarify, or expand the Bidding Documents. Consultant will consult and advise the Owner as to the acceptability of prime contractors, subcontractors, suppliers, and other persons and organizations proposed by the prime contractor(s) for those portions of the work as to which such acceptability is required by the Bidding Documents.

Consultant will make recommendations and determine the acceptability of substitute materials and equipment proposed by contractor(s) when substitution prior to the award of contracts is allowed by Bidding Documents and local, state and federal procurement guidelines.

Consultant does not have to be present at bid opening. Consultant will prepare a bid tabulation and assist the Owner in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment, and services. Consultant will assist the Owner in the execution of all contract documents and furnish a sufficient number of executed documents for the Owner, Contractor, and FAA.

Consultant will coordinate with Owner to review and update DBE goals and make sure all available DBEs are contacted and included in bidding opportunities.

Project Deliverables:

- Construction Cost Estimate
- 100% Preliminary Design
- 100% Issued for Bid

Phase 4 – Construction Oversight

During construction, the consultant will assist the Owner to monitor and document progress for quality and cost. Consultant will review contractor payment requests, complete necessary quality control testing, establish necessary survey control, continually inform the Owner on project progress and problems, conduct the final project inspection, assist in final project punch-list, and complete the associated certification.

Activities Include:

1. Conduct pre-construction conference.
    a. All meetings regarding this project will be held in the Airport Administration Conference Room, consultant will coordinate scheduling with Airport personnel.
    b. Consultant will review all insurance and bond submittals.
    c. Consultant will review construction schedules and assist owner in developing alternatives that best suite owner and contractor for an efficient and timely project.
2. Provide resident project representative (RPR) services. At the owner's discretion to utilize consultant or choose to have a separate consultant perform RPR services. RPR activities include:
    a. Monitor and document construction progress
    b. Confirm conformance with schedules, plans, and specifications,
    c. Measure and document construction pay quantities,
    d. Document significant conversations or situations,
    e. Document input or visits by local authorities.
    f. Conduct and document periodic wage rate interviews, as necessary to conform to 2 CFR 200 and 29 CFR Part 5.
3. Prepare change orders and supplemental agreements as necessary
4. Prepare and submit inspection reports (FAA Form 5370-1) to Owner and FAA as required in AC 150/5370-12B.
5. Prepare and confirm monthly payment request
6. Conduct or monitor quality control testing
7. Conduct final project inspection with airport personnel and the FAA
8. Prepare as-constructed drawings ad the final project report.

Consultant will provide the owner a manual that contains the relevant documentation as to the specific equipment installed, warranty information, owners manuals, training required, etc.

Section 3. Minimum Respondent Qualifications

The County intends to negotiate an agreement with the firm selected through this competitive RFQ process to provide all, some, or none of the consultant technical services related to the project(s) described herein. Respondents may form a team with other firms to perform the required tasks. The best qualified firm will have a Consultant Project Manager as well as key technical leads, all who are best qualified to serve the Airport in a consistent and efficient manner. In addition, the best qualified firm will have evidenced in their approach, with supporting prior experience, an understanding that demonstrates the firm's ability to meet the Airport's specific needs for this solicitation and experience coordinating with key stakeholders.

All respondents to this request must:

- Be an experienced firm or team that can demonstrate having had a broad background and extensive experience in project design, bidding phase services, and construction project management.
- Have no record of unsatisfactory performance. Proposers who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Consultant, shall be presumed to be unable to meet this requirement.
- Have an active registration status with no exclusion(s) with the System for Award Management (SAM).
- Have the ability to maintain adequate files and records and meet statistical reporting requirements.
- Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trial.

Section 4. Procedure

Firms are encouraged to submit statements of qualifications and experience. The Purchasing Agent will appoint a selection committee, which will evaluate qualified responses. Responses will be ranked on the basis of demonstrated experience, competence, and qualifications. Fees, price, work hours, or any other cost information will not be considered in the development of the short list. *Discussions and questions related to budgetary considerations are prohibited. Negotiation of the fee will commence after the selection process has finished.*

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

Section 6. Laws and Regulations

The Professional Engineering Firm(s) must comply with all laws, ordinances, and rules and regulations which govern the work specified in this contract.

This RFQ will follow guidelines set forth in FAA Advisory Circular 150/5100-14E (or current version) and 2 CFR 200, for the purpose pf selection engagement of architectural, engineering, and planning consultants.

Section 7. Insurance

The contractor (including any and all subcontractors as defined in Section 8 below) must provide proof of insurance at the time of award and at all times during the term of any contract as a direct result of this RFQ, and 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

7.1 Definitions:

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

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

7.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent

contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 9. 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.

- **Minimum of (5) copies (to include: one original, four copies)** of the written responses are required.

  All Copies are to include RFQ specifications document with all forms completed, **in its entirety**.

  Note: The inclusion of these specifications (32 pages) in their entirety, completed FORM 1295, SAM Registration Status/Proof, and Certificate of Insurance documents are not to be included in response page count

- **Maximum of (30) pages**, typed, front and back or single sided, with each page clearly numbered at the bottom of the page.

Section 10. Statement of Qualifications and Experience

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

1) Company Information

a) Business name and legal entity.
   i) Federal Tax ID number
   ii) Local and Corporate/Main Office address and mailing address, telephone, and email contact information
   iii) Whether the prime consultant is a single entity, partnership, corporation, or other legal entity recognized in the State of Texas.
   iv) Controlling interest in any other firms providing equivalent or similar services, as well as financial interest in other lines of business.
   v) Brief history of your company, include number of years in business under present name, prior business names.

b) Organization chart, (clearly define respondent if working alone or with a team)

c) Statement that demonstrates capacity to perform the required services (minimum qualifications), including other firms if a team.

d) Contact information of person(s) who are authorized to negotiate and contractually obligate the firm, one of these people must sign the RFQ response.

2) Experience and Expertise of the Prime Consultant and Sub Consultants

a) Brief introduction of all participating firms.

b) DBE participation *(If the firm responding is a certified DBE or in the process of becoming a DBE, that fact needs to be clearly stated in response*).
   i) Identify any DBE's and Minority Businesses that will be a part of the team and approximate percentage of the work they will be performing.
   ii) Firm's experience working together.
   iii) Statement signed by any sub-consultant that the sub will perform all work as described.

c) Description of representative work accomplished for all jobs within the past five (5) years.

d) Describe reasons why the firm(s) would be uniquely qualified to provide the services (as described within this RFQ) to Jefferson County/Jack Brooks Regional Airport.

e) List of applicable licenses presently held and indicate ability to obtain any additional licenses or permits that may be required.

3) Personnel and Team Organization

a) Confirmation that firm has adequate and experienced staff that are trained to perform the tasks requested in this RFQ.

b) Experience of principal individuals, of the consultant or team, stating current positions, years of service experience, and identify specific projects worked on that are similar in nature to the project(s) described in this RFQ and roll in said projects.
c) Provide resumes of the proposed staff for this solicitation (limit 1 resume to 1 page, does not count against the maximum page limit)

4) Project Approach

a) Provide an overview describing the general approach and methodology of conducting the general services identified in this RFQ. Please use this section to describe any services above and beyond previous identified projects that your firm believes are important and relevant to this project.
b) Provide a project schedule illustrating the firm's approach and expected outcomes. Include any governmental review steps (Federal, State, Local, etc.)

5) Identification of any pending debarment, litigation, convictions, or adverse court rulings of all officers, consultants, and employees, and any conflict disclosure.

a) Affirmation that commitments, current or potential, may impact the proposer's ability to perform.

6) List of references, other than Jefferson County/Jack Brooks Regional Airport, who have contracted the type(s) of work that your firm is offering to perform. A reference form "*Vendor References*" is included in this package on Page 24.

7) Evidence of insurance.

8) Proof of Registration with the System for Award Management. See Section 13, (Item E), Page 10.

Section 11. Additional Information

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

Section 12. 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 13. Terms and Conditions

A. Jefferson County reserves the right to request clarification of information submitted and to request additional information of one or more respondents.
B. 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.
C. The Engineering Individual/ 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.
D. No reports, information, or data given to or prepared by the Engineering Individual/Firm under contract shall be made available to any individual or organization by the Engineering Individual/Firm without the prior written approval of the County.
E. Vendor Registration: SAM (System for Award Management):
    a. Vendors doing business with Jefferson County are required to be registered with The System for Award Management (SAM) with an "active" status. SAM is the official U.S. Government system that

consolidated the capabilities of CCR/FedReq, ORCA, and EPLS. There is NO fee to register for this site.

b. Entities may register at no cost directly to the SAM website at: https://www.sam.gov
c. Respondents are required to submit proof of their SAM Registration with their response.

F. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)
   a. 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.
   b. 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.
   c. 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."
      i. A completed Form 1295 is not required for:
         1. a sponsored research contract of an institution of higher education;
         2. an interagency contract of a state agency or an institution of higher education;
         3. 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 or any qualified vendor is eligible for the contract;
         4. a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;
         5. a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code;
         6. a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code
   d. **Upon entering into a contract or professional agreement, the Jefferson County Purchasing Department will submit a request to the Vendor to both:**
      i. Submit a FORM 1295 online via the Texas Ethics Commission website link below.
         1. Vendors must enter the required information on Form 1295, and print a copy of the completed form.
         2. The form will include a certification of filing that will contain a unique certification number.
      ii. Submit a FORM 1295 hard copy (completed and signed by an Authorized Agent of the Awarded Vendor) to the Jefferson County Purchasing Department.
   e. FORM 1295 Completion Instructions and Login Instructions are available the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Section 14. Minority-Business 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.

Affirmative Steps pursuant to 2 CFR §200.321

Good faith efforts will be taken to assure small and minority firms are used whenever possible, consistent with 49 CFR part 26. These steps and efforts include, but not limited to:

- Including qualified small business and minority forms on solicitation lists
- Assure that small businesses and minority firms are solicited whenever they are potential sources. Consultation with Airports Division, Office of Civil Rights and or State transportation offices is used.
- When economically feasible, the total requirements will be divided into tasks to permit maximum small business and DBE firm participation.

- Encourage consultants to subcontract portions of the work, even when they might otherwise perform the work with their own forces.

For the purposes of this RFQ, respondents are to provide the following information:

- Certification of any DBEs on this project.
- Percentage of project DBEs will work on, if part of a team.
- The Consultant must clearly state that they have no DBEs on their team, if applicable. If Consultant has minority businesses as part of a team or is a minority business registered with the State of Texas but is not certified as a DBE, that information must also be clearly stated in response.

Section 15. Federal Mandated Contract Provisions

Some or all of the provisions in this section will be incorporated into a professional service agreement as a result of this solicitation.

A. Breach of Contract Terms / Remedies

Source: 2 CFR § 200 Appendix II (A)

Applicability: This provision requires Jefferson County, as the Airport Sponsor, to incorporate administrative, contractual, or legal remedies if contractor/consultant violate or breach contract terms. The sponsor must also include appropriate penalties and sanctions. Language acceptable to meet the intent of this requirement will be included in contractual documents.

This requirement applies to all FEMA grant and cooperative agreement programs

Contract Types: This provision is required for all contracts that exceed the simplified acquisition threshold as stated in 2 CFR § 200, Appendix II (A). This threshold is occasionally adjusted for inflation and is now equal to $150,000.

B. Termination of Contract (for Cause and Convenience)

Source: 2 CFR § 200 Appendix II (B)

FAA Advisory Circular 150/5370-10, Section 80-09

Applicability: This provision requires Jefferson County, as the Airport Sponsor, to incorporate in all contracts over $10,000, a provision that addresses termination for cause and termination for convenience, by the sponsor. The contractual provision must address the manner by which the sponsor's contract will be affected and the basis for settlement. Language acceptable to meet the intent of this requirement will be included in contractual documents.

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

Contract Types: This provision is required for all contracts that exceed $10,000.

C. Equal Employment Opportunity

Source: 2 CFR § 200 Appendix II (C) 41 CFR § 60-1.4

Executive Order 11246 41 CFR § 60-4.3

Applicability: The purpose of this provision is to provide equal opportunity for all persons, without regard to race, color, religion, sex, or national origin who are employed or seeking employment with contractors performing under a federally assisted construction contract. There are two provisions, a construction clause and a specification clause.

The equal opportunity contract clause must be included in any contract or subcontract when the amount exceeds $10,000. Once the equal opportunity clause is determined to be applicable, the contract or subcontract must include the clause for the remainder of the year, regardless of the amount of the contract.

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

Contract Types: This provision is required for all contracts that exceed $10,000.

Use of Provision: 41 CFR 60-1.4 provides the mandatory **contract** language. 41 CFR 60-4.3 provides the mandatory **specification** language. The sponsor will incorporate these clauses without modification.

Note: Any contracts resulting from this RFQ will have the requisite language as set forth in 2 CFR 200 App II, 41 CFR 60-1.4, 41 CFR 60-4.3, and Executive Order 11246.

D. Davis-Bacon Requirements

Source: 2 CFR § 200 Appendix II (D)

29 CFR Part 5

Applicability: The Davis-Bacon Act ensures that laborers and mechanics employed under the contract receive pay no less than the locally prevailing wages and fringe benefits as determined by the Department of Labor.

For Professional Services: The emergence of different project delivery methods has created situations where Professional Service Agreements (PSAs) includes tasks that meet the definition of construction, alteration, or repair as defined in 29 CFR Part 5. If such tasks result in work that qualifies as construction, alteration, or repair and it exceeds $2,000, the PSA must incorporate this clause.

Use of Provision: 29 CFR 5 establishes the specific language the sponsor must use without modification. A/E firms that employ laborers and mechanics on a task that meets the definition of construction, alteration, or repair are acting as a contractor. The sponsor may not substitute the term “Contractor” for “Consultant” in such instances.

E. Copeland Anti-Kickback

Source: 2 CFR § 200 Appendix II (D)

29 CFR Part 3 & Part 5

Applicability: The Copeland Act (18 USC 874 and 40 USC 3145) makes it unlawful to induce by force, intimidation, threat of dismissal from employment, or by any other manner, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment. The Copeland Act also requires each contractor and subcontractor to furnish weekly a statement of compliance with respect to the wages paid each employee during the preceding week.

It DOES NOT apply to the FEMA Public Assistance Program.

For Professional Services: The emergence of different project delivery methods has created situations where Professional Service Agreements (PSAs) includes tasks that meet the definition of construction, alteration, or repair as defined in 29 CFR Part 5. If such tasks result in work that qualifies as construction, alteration, or repair and it exceeds $2,000, the PSA must incorporate the Copeland Anti-kickback provision.

Use of Provision: 29 CFR 5 establishes the specific language the sponsor must use without modification. A/E firms that employ laborers and mechanics on a task that meets the definition of construction, alteration, or repair are acting as a contractor. The sponsor may not substitute the term “Contractor” for “Consultant” in such instances.

F. Contract Workhours and Safety Standards Act Requirements

Source: 2 CFR § 200 Appendix II (E) 29 CFR Part 5

40 U.S.C. § 3701-3708

Applicability: Contract Workhours and Safety Standards Act Requirements (CWHSSA) requires contractors and subcontractors on covered contracts to pay laborers and mechanics employed in the performance of the contracts one and one-half times their basic rate of pay for all hours worked over 40 in a workweek and prohibits unsanitary, hazardous, or dangerous working conditions on federally assisted projects. The Wage and Hour division (WHD) within the U.S. Department of Labor (DOL) enforces the compensation requirements of this Act, while DOL’s Occupational Safety and Health Administration (OSHA) enforces the safety and health requirements.

Jefferson County urges all contractors, regardless of funding sources for projects, to follow all applicable Federal and State labor laws.

For Professional Services: This provision applies to professional service agreements that exceed $100,000 and employs laborers, mechanics, watchmen, and guards This includes members of survey crews and exploratory drilling operations.

Use of Provision: The following text will be included in applicable contracts without modification:

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 (1) of this clause, 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 (1) of this section, in the sum of $27.00 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 (1) of this clause.

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 (2) of this clause.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (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 (1) through (4) of this clause.

G. Rights to Inventions

Source: 2 CFR § 200 Appendix II (F)

37 CFR § 401

Applicability: This provision applies to all contracts and subcontracts with small business forms or nonprofit organizations that include performance of *experimental, developmental, or research work*. This clause is not applicable to construction, equipment, or professional service contracts unless the contract includes *experimental, developmental, or research work*. 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.”

Use of Provision: When applicable, the sponsor’s language in the contract must fully satisfy the requirements of Appendix II to 2 CFR part 200.

H. Clean Air and Water Pollution Control

Source: 2 CFR § 200 Appendix II (G)

29 CFR Part 5

Applicability: This provision is required on all contracts and lower tier contracts that exceed $150,000.

Use of Provision: The following language will be included in applicable contracts:

1. Contractor agrees to comply with all applicable standards, orders, and regulations 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. § 1251-13870). The contractor agrees to report any violation to the owner immediately upon discovery. The owner assumes responsibility for notifying the EPA and the FAA.

I. Debarment and Suspension

Source: 2 CFR Part 180 (Subpart C) 2 CFR Part 3000

2 CFR Part 1200 DOT Order 4200.5

Applicability: Required in all FEMA grant and cooperative agreement programs, regardless of amount. This requirement applies to covered transactions as defined in 2 CFR part 180. AIP funded contracts are

non-procurement transactions as defined by §180.970. Covered transactions include any AIP-funded contract, regardless of tier, that is awarded by a contractor, subcontractor, supplier, consultant, or its agents or representative in any transaction, if the amount of the contract is expected to equal or exceed $25,000. Jefferson County must verify that the firm or individual that is entering into a contract with is not presently suspended, excluded, or debarred by any Federal department or agency from participating in federally assisted projects. This is accomplished by:

1. Checking SAM.gov to verify the firm's or individual's status;
2. Collecting a certification from the firm or individual that is not suspended, debarred, or excluded; and
3. Incorporating a clause into the contract that requires lower tier contracts to verify that no suspended, debarred, or excluded firm or individual is included in the project.

See Section 13, Paragraph 0 above for more information on SAM.gov.

Use of Provision: When applicable, the sponsor's language in the contract must fully satisfy the requirements of Appendix II to 2 CFR part 200.

J. Lobbying and Influencing Federal Employees

Source: 2 CFR § 200 Appendix II (J) 31 USC § 1352 – Byrd Anti-Lobbying Amendment

49 CFR Part 20, Appendix A 44 CFR Part 18

Applicability: This requirement applies to all FEMA grant and cooperative agreement programs. Consultants and contractors that apply or bid an award of $100,000 or more must certify 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 another award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Use of Provision: When applicable, the sponsor's language in the contract must fully satisfy the requirements of Appendix II to 2 CFR part 200 Appendix (J) and 31 USC 1352.

If applicable, contractors ***must sign and submit*** to Jefferson County the "**Certification Regarding Lobbying**" Form included in this bid specification.

K. Procurement of Recovered Materials

Source: 2 CFR § 200 Appendix II (J) Solid Waste Disposal Act

40 CFR Part 247 2 CFR § 200.322

Applicability: Sponsors of AIP funded development and equipment projects must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Section 6002 emphasizes maximizing energy and resource recovery through use of affirmative procurement actions for recovered materials identified in the EPA guidelines. When acquiring items designated in the guidelines, the sponsor must procure items that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

This requirement applies to:

- All contracts awarded by a non-Federal entity under FEMA grant and cooperative agreement programs.
- All construction and equipment projects.
- Any contract, professional and property acquisition, that includes procurement of a product that exceeds $10,000.

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.

Use of Provision: When applicable, the sponsor's language in the contract must fully satisfy the requirements of Appendix II to 2 CFR part 200.

L. Access to Records and Reports

Source: 2 CFR § 200.333 FAA Order 5100.38

2 CFR § 200.336

Applicability: 2 CFR § 200.333 requires a sponsor to retain records pertinent to a federal award for a period of three years from submission of final closure documents. 2 CFR § 200.336 establishes that sponsors must provide Federal entities the right to access records pertinent to the Federal award. FAA policy extends these requirements to the sponsor's contracts and subcontracts of AIP funded projects.

Use of Provision: When applicable, the sponsor's language in the contract must fully satisfy the requirements of Appendix II to 2 CFR part 200. The following will be in applicable contracts:

1. The contractor must maintain an acceptable cost accounting system. 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 maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters have been resolved.
3. 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.
4. 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.
5. 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.

M. Affirmative Action Requirement

Source: 41 CFR Part 60-4 FAA Order 5100.38

Executive Order 11246

Applicability: Sponsors are required to set goals for minority participation in AIP funded projects exceeding $10,000. The goals for minority participation derive from Economic Area (EA) and Standard Metropolitan Statistical Area (SMSA) as established in Volume 45 of the Federal Register dated 10/03/80. Page 65984 contains a table of all EAs and SMSAs and the associated minority participation goals.

Executive Order 11246 has set a goal of 6.9% nationally for female participation for all construction projects. This value remains constant for all counties and states.

Contract Types:

- Construction: The sponsor must incorporate this notice in all solicitations for bids or requests for proposals for AIP funded construction work contracts and subcontracts that exceed $10,000.

- Equipment: The sponsor must incorporate this notice in all solicitations for equipment project exceeding $10,000 that involves installation of equipment onsite (e.g. electrical vault equipment, generators). This provision does not apply to equipment acquisition projects where the manufacturer of the equipment takes place offsite at a manufacturer's plant (e.g. firefighting and vehicles).

- Professional Services: The sponsor must incorporate this notice in any professional service agreement if the agreement includes tasks that meet the definition of construction work, as defined by the DOL, and exceeds $10,000.

Use of Provision: When applicable, the sponsor's language in the contract must fully satisfy the requirements of 41 CFR Part 60-4. The following will be in applicable contracts:

Solicitation Clause:

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractors aggregate workforce in each trade on all construction work in the covered area, are as follows:

    a. Goals for minority participation for each trade: 1.95%

    b. Goals for female participation in each trade: 6.9%

These goals are applicable to all of the contractor's construction work, whether or not it is federal or federally assisted, performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR Part 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with these goals will be measured against the total work hours performed.

The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of these subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As used in this notice and in the contract resulting from this solicitation, the covered area is Texas, Jefferson County, Beaumont.

N. Buy American Preferences

Source: 49 USC § 50101

Applicability: the buy American preference requirement in 49 USC § 50101 requires that all still in manufactured goods used on AIP projects be produced in the United States. This statute gives the FAA the ability to issue a waiver to a sponsor to use non-domestic material on an AIP funded project subject to meeting certain conditions a sponsor may request that the FAA issue a waiver from the by American preference requirements if the FA finds that:

1. Applying the provision is not in the public interest;
2. The steel or manufactured goods are not available in sufficient quantity or quality in the United States;
3. The cost of components in subcomponents produced in the United States is more than 60% of the total components of a facility or equipment, and final assembly has taken place in the United States. Items that have an FAA standard specification item number, such as specific airport lighting equipment, are considered the equipment.
4. Applying this provision would increase the cost of the overall project by more than 25%.

For construction and equipment procurement projects, language, forms, and references to 49 USC § 50101 will be included in the solicitation.

Professional Service Agreements typically do not result in a deliverable that meets the definition of a manufactured product. If a PSA includes providing a manufactured good as a deliverable under the contract, the sponsor must include the Buy American Preference provision in the agreement.

Use of Provision: When applicable, the sponsor's language in the contract must fully satisfy the requirements of 49 USC § 50101.

O. Civil Rights

Source: 49 USC § 47123 Title VI of the Civil Rights Act of 1964

FAA Order 1400.11 US DOT Order 1050.2

Applicability: Title VI of the Civil Rights Act of 1964, as amended, Title VI, prohibits discrimination on the grounds of race, color, or national origin under any program or activity receiving Federal financial assistance. Sponsors must include appropriate clauses from the Standard DOT Title VI Assurances in all contracts and solicitations.

The text of each individual clause comes from the U.S. DOT Order 1050.2 Standard Title VI Assurances and Nondiscrimination Provisions, effective 04/24/2013. These assurances require the sponsor insert the appropriate clauses in the form provided by the DOT. Where the clause refers to the applicable activity, project, or program, it means the AIP project.

Title VI Solicitation Notice

Jefferson County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC § 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of any contract as a result of this bid, the Contractor, for itself, its assignees, and successors in interest, hereinafter referred to as the Contractor, agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

- Title VI of the Civil Rights Act of 1964
- 49 CFR part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- Section 504 of the Rehabilitation Act of 1973
- The Age Discrimination Act of 1975
- Airport and Airway Improvement Act of 1982
- The Civil Rights Restoration Act of 1987
- Titles II and III of the Americans with Disabilities Act of 1990
- The Federal Aviation Administration's Nondiscrimination Statute
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency
- Title IX of the Education Amendments of 1972

P. Disadvantaged Business Enterprise

Source: 49 CFR part 26

Applicability: A sponsor that anticipates awarding $250,000 or more in AIP funding prime contracts in a federal fiscal year must have an approved Disadvantaged Business Enterprise (DBE) program on file with the FAA Office of Civil Rights (§26.21). The approved DBE program will identify a 3-year overall program goal that the sponsor bases on the availability of ready, willing, and able DBEs relative to all businesses ready, willing, and able to participate on the project. (§26.45).

Sponsors with a DBE program on file with the FAA must include the three following provisions, if applicable:

- Clause in all solicitations for proposals for which a contract goal has been established;
- Clause in each prime contract, and;
- Clause in solicitations that are obtaining DBE participation through race/gender neutral means.

As a condition of bid responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

1. Names and addresses of the DBE firms that will participate in the contract;
2. A description of the work each DBE firm will perform;
3. Percentage/dollar amount of the participation of each DBE firm listed under 1.
4. Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
5. If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in 49 CFR part 26 Appendix A

The requirements of 49 CFR part 26 apply to this contract. It is the policy of Jefferson County to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. Jefferson County encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

DBE Contract Assurances

Contracts as a result of this bid will include contract assurances per §26.13, if applicable:

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

1. Withholding monthly progress payments;
2. Accessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (§26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from Jefferson County. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of Jefferson County. This clause applies to both DBE and non-DBE subcontractors.

Q. Distracted Driving

Source: Executive Order 13513 2 CFR §200.67

DOT Order 3902.10

Applicability: The FAA encourages recipients of federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

Use of Provision: The following clause will be included in all Federally-assisted contracts regardless of amount:

In accordance with executive order 13513, federal leadership on reducing text messaging while driving, Andy OT order 3902.10, text messaging while driving, the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, Jefferson County encourages the contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles Papa forming work activities associated with the project. The contractor must include the substance of this clause and other sub tier contracts exceeding $3,500 that involve driving a motor vehicle and performance of work activities associated with the project.

R. Compliance with Federal Law, Regulations, and Executive Orders

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

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.

"*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."*

S. No Obligation by Federal Government

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

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."

T. Program Fraud and False or Fraudulent Statements or Related Acts

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.

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."

Section 16. Rating Criteria

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

- **Firm's Capability to Provide the Services – 35%**
    - Capability to perform all or most aspects of the project.
- **Project Understanding and Approach – 10 %**
    - Project understanding and approach; must be able to demonstrate an understanding and familiarity of these types of projects and describe your approach to completing projects.
- **Comparable Projects – 10%**
    - Provide recent experience with comparable airport improvement projects.
- **Familiarity with FAA Regulations – 10%**
    - Provide examples and or experience in incorporating FAA Regulations and guidelines into similar projects.
- **Staff Qualifications – 10 %**
    - Key personnel, including subs, professional qualifications and experience and availability, and knowledge of FAA/Federally-Funded/CARES Act Grant funded project regulations, policies, and procedures.
- **Ability to Meet Timeline/Deadlines – 10%**
    - Demonstrated capability to deliver services in a timely manner.
- **DBE Goals & Good Faith Efforts – 15 %**
    - Ability to meet DBE goal of **1.95%** and documenting good faith efforts.
    - Must include what % of the project work DBEs will be responsible for.

Evaluation:

All submittals received will be evaluated and ranked upon the responsiveness to the RFQ. A minimum of two firms may be selected for further evaluation and requested to participate in a formal interview as part of the selection process. Alternatively, the most qualified firm or team may be selected directly following the evaluation.

Scope of Work/Fee Proposal:

Following the selection process, the County/Airport will enter into contract negotiations with the selected individual/firm. The County and individual/firm will meet to discuss the proposed services and scope of work. The firm will then be expected to prepare and submit a detailed breakdown proposal detailing hourly rates, markups, anticipated reimbursable expenses, direct salary costs, labor, general and administrative overhead, and profit data for the project. A cost analysis may be performed for each of these negotiations. Work will be performed under a lump sum basis or a not to exceed basis. If negotiations fail, either in scope of work or other contract items, the County will then enter into negotiations with the next highest qualified consultant.

Fees, rates, and other monetary considerations are not to be discussed during the Qualification process.

Section 17. Submission Requirements

Respondents are responsible for submitting: **One (1) original and four (4) proposal copies; with all copies to include a completed copy of this specifications packet, in its entirety.**

Additionally, Respondent must monitor the Jefferson County Purchasing Department Website 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.

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, July 28, 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.

DEADLINE FOR QUESTIONS:

The deadline for asking questions in writing or requesting additional information (in writing or in person) is:

5:00 pm CT, Wednesday, July 21, 2021.

Please direct all questions to Jamey West, Assistant Purchasing Agent via email at: jwest@co.jefferson.tx.us
Questions regarding the scope of work must be directed to Jamey West in order to keep an accurate record of communication among all parties.

Courthouse Security:

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. 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. Respondents are strongly urged to plan accordingly.

County Holidays – 2021:

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.

VENDOR REFERENCES

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

THIS FORM MUST BE RETURNED WITH YOUR OFFER.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

<u>Respondent</u>: Complete & Return this Form with Qualifications Submission.

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

_____

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

_____

Date

<u>Respondent</u>: Complete & Return this Form with Qualifications 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 sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants 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 Proposal (RFP) 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., “RFP-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 Red

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a.bid/offer/application _____ b. initial award c. post-award	**3. Report Type:** a. initial filing _____ b. material change **For material change only:** Year _____ quarter _____ Date of last report_____
4. Name and Address of Reporting Entity: ____ Prime _____ Sub-awardee Tier_____, if Known: **Congressional District,** *if known*:	**5. If Reporting Entity in No. 4 is Sub-awardee,** Enter Name and Address of Prime: **Congressional District,** *if known*:	
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____	
8. 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)**	

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>: Complete & 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

<u>Respondent</u>: Complete & 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>: Complete & Return this Form with Qualifications Submission.

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

_____, 2021

_____
Notary Public

State of _____

My Commission Expires: _____

<u>Respondent</u>: Return this Form with Qualifications Submission.

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

June 29, 2021

Request for Statements of Qualification (RFQ 21-042/JW)
Professional Engineering/Architectural Services for Rehabilitation and Update of the Jerry Ware General Aviation Terminal and Aircraft Rescue and Fire Fighting Station (ARFF) at the Jack Brooks Regional Airport

Dear Vendors:

You are invited to submit a statement of qualifications in accordance with (RFQ 21-042/JW) Professional Engineering/Architectural Services for Rehabilitation and Update of the Jerry Ware General Aviation Terminal and Aircraft Rescue and Fire Fighting Station (ARFF) at the Jack Brooks Regional Airport. Jefferson County is seeking interested firms to submit their qualifications to provide professional engineering/architectural services to design the rehabilitation and update of the Jerry Ware General Aviation and adjacent ARFF Station. This project is intended to be funded by the Federal Aviation Administration (FAA) Airport Improvement Program (AIP)/CARES Act Grant to the Airport.

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

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

Responses are to be sealed and addressed to the Purchasing Agent with the request for qualifications number and name marked on the outside of the envelope or box. All responses shall be submitted with an original and (4) four copies, to the Jefferson County Purchasing Department, 1149 Pearl Street, 1st Floor, Beaumont, Texas 77701, no later than 11:00 am CT, Wednesday, July 28, 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/Architectural Services for Rehabilitation and Update of the Jerry Ware General Aviation Terminal and Aircraft Rescue and Fire Fighting Station (ARFF) at the Jack Brooks Regional Airport**

REQUEST NO: **RFQ 21-042/JW**

DUE DATE/TIME: **11:00 am CT, Wednesday, July 28, 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

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The Examiner

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Professional Engineering/Architectural Services for Rehabilitation and Update of the Jerry Ware General Aviation Terminal and Aircraft Rescue and Fire Fighting Station (ARFF) at the Jack Brooks Regional Airport

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Section 1. Background Information, Introduction, and Purpose:

Background Information:

Jack Brooks Regional Airport, located in Jefferson County, serves an expanding regional population in excess of 500,000. Situated on 1,180 acres in the heart of Jefferson County, just minutes away from anywhere in the Beaumont, Port Arthur, and Orange geographic areas and only an hour away from Houston, TX and Lake Charles, LA.

Introduction:

Jefferson County is seeking qualified and experienced firms to submit their qualifications to provide professional engineering/architectural services to design the rehabilitation and update of the Jerry Ware General Aviation Terminal and adjacent Aircraft Rescue and Fire Fighting Station (ARFF) at the Jack Brooks Regional Airport. This project is intended to be funded by the Federal Aviation Administration (FAA) Airport Improvement Program (AIP)/CARES Act Grant to the Airport.

The County **highly** encourages Disadvantaged Business Enterprises (DBEs) to participate in the qualifications submission process for this project in order to help the airport meet the participation goal of **1.95%.**

Section 2. Scope of Work

Design Service Scope:

Design Service Scope
BPT – Jack Brooks Regional Airport
Project: **Jerry Ware Terminal and ARFF Station Rehab**

The consultant will provide the required professional services to design the rehabilitation and update of the Jerry Ware General Aviation Terminal and adjacent ARFF Station. This work will be performed under a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant to the Airport.

The selected firm is expected to demonstrate knowledge and proficiency of all FAA, State and Local standards and guidance, regardless if they are not listed exhaustively in this RFQ. Further, the selected firm is required to have experience with or in-house capabilities, or sub-consultant capabilities, in: Electrical Engineering, Estimating / Cost Analysis, Asbestos Handling, International Building Codes, prevailing Architectural, Engineering and Specialty Disciplines necessary to complete the project as described below.
All work products developed by the selected firm will be subject to FAA and Jefferson County document review.

Consultant will provide cost effective alternatives and solutions to items listed below, longevity and maintenance are priority considerations. ADA compliance on all items not specifically identified.

All respondents will be allowed site visits to inspect the facilities. Respondents are to coordinate site visits with Airport Administration prior to visit. Specific questions regarding the scope are directed to Jefferson County Purchasing Department for full transparency and equitable dissemination of relevant information to all interested parties.
Jerry Ware Terminal:

- **First Floor Items:**
  - Replacement of landside public entry doors.
    - Current doors are original from 1964 terminal expansion and in need of replacement.
    - Consultant will provide options to replace the doors that provide efficient use of space and taking safety, functionality, maintenance, and longevity into consideration.
  - Options to repair existing terrazzo flooring where cracks and previous floor anchors resulted in perforations in terrazzo.
  - Redesign and layout of bathrooms, must incorporate:
    - Private shower rooms in men's and women's restroom.
    - Hallway connecting restrooms to lobby and administration hallway.
  - Rehab of kitchen facility adjacent to lobby conference room
    - Intended to be utilized for Emergency Operation Canteen, minimal food prep for catered meetings/conferences.

        - Redesign layout for efficiency and safety.
        - Options for access to airside ramp.
        - Update required ventilation of kitchen appliances
    - Fuel Service
        - Redesign layout for optimal service, considerations:
            - Night duty bunk room;
            - Dayroom visibility of lobby
            - Fuel Service Manager's access to desk and office
- **Second Floor Items:**
    - The Second and third floors are intended to be an emergency operations only facility to house first responders. Intended users of the area would be for Essential Airport Staff, County, Sheriff, Local First Responders, and National Guard personnel during Emergency Response Operations. Facility would not be open to the public.
    - Stair treads repaired – options for slip-resistant treads
    - Doors:
        - Reuse as many existing interior doors – some are original, Airport would like to keep with some of the original aesthetic.
        - Replacement of all Emergency Exit Doors and Exit Signs.
    - Flooring:
        - VCT or LVT options
            - *Note: Asbestos is presumed to be present in the original 9x9 floor tiles and mastic. Encapsulation is the preferred option.*
    - Design ductwork to improve airflow
        - HVAC units are new and only require ductwork. Airport prefers to keep ducts exposed as well as an open ceiling (no drop ceiling required)
    - Kitchenette Area:
        - Consultant to design an area for First Responders to use for minor food prep.
            - Area for refrigerator, sink, microwave.
            - Cabinetry for storage.
    - Bathroom(s):
        - Rehab of existing small bathroom.
        - Airport desires consultant to provide design options to create an expanded bathroom facility on the second floor. Private shower facilities would be a priority consideration due to large number of Emergency First Responders who would utilize facility for extended periods of time.
    - Conference Room:
        - Design for multi-media presentations, improve communications ability, additional electrical plugs for various electronics
        - Design options for built-ins (storage, cabinetry)
    - Walls:
        - Original brick walls were covered using industrial adhesive. Airport desires to return to the original brick aesthetic. Consultant will provide option to cover walls is removal is cost prohibitive.
- **Third Floor Items:**
    - Overall design needs to incorporate "Air Boss" responsibilities and necessities during Emergency Operations.
    - Requires 180 degree viewing of airfield – design for additional impact resistant window facing "North".
    - Bathroom: Complete rehab.
    - Flooring to be similar to second floor.
    - Doors to be similar to second floor, interior and emergency exit.
    - Design options for built-ins (storage, cabinetry)
- **Secondary Power Generation**
    - Must be able to completely power entire Terminal, (Admin, Lobby, Fuel Service, 2nd and 3rd Floors)
        - Diesel power – minimum runtime under full load = 4 days.
    - Generator to be placed outside, between terminal and brick wall northern east-side.
    - Automatic Switchgear placed inside Electrical Room (currently located outside, exposed to elements).

ARFF Station:

- Replacement of VCT flooring with LVT or similar. Architect/Engineer will provide cost effective options for floor materials with factors such as longevity, maintenance, skid resistant, water resistant.
- Replacement of Secondary Generator of sufficient capacity to fully run all electrical requirements of the building.
    - Replacement generator and switchgear will be in the same location as current.

- Diesel power – minimum runtime under full load = 4 days.

Phase 1 – Preliminary Design

This phase is intended to identify and evaluate alternatives to assure cost effective and practical solutions for the work items identified. Consultant will complete its evaluation of alternatives and practical design approach with Airport personnel. The design will take advantage of local knowledge and experience and utilize expertise from previous projects to design a cost-effective project and ensure competitive construction bids. Activities include, but not limited to:

1. Coordinate and meet with Airport personnel.
    a. Prepare an overall construction phasing plan to maximize project constructability and minimize interference with day-to-day airport operations.
2. Meet with Airport, FAA, and County personnel to accurately understand anticipated results.
    a. FAA has sensitive utilities and communication lines in the Electrical Room, coordination with FAA is necessary not to interrupt operation.
3. Using the above SOW and after consultation with all relevant parties, Consultant will prepare a preliminary estimate of probable construction costs and schematic design for each project element.
    a. Discuss viable alternatives in order to maximize project finish product.

Phase 2 – Final Design

1. Identify any walls, ceilings, electrical conduit, light fixtures, switches, data and telecom lines and outlets, electrical junction boxes, panels, brackets, hangers and other obstructions required to be removed or relocated in order to facilitate rehabilitation.
2. Noise and dust control plan – acceptable standards of cleanliness contractor must meet each workday.
3. Develop Security Plan – contractors will have adjacent access to airside, strict access must be maintained to meet FAA and TSA security requirements.
4. Develop Safety Plan in accordance with AC 150/5370-2 Operational Safety on Airports During Construction.
5. Prepare Hazardous Materials Survey Report, if necessary, to address concerns.
6. Prepare final design documents that provide sufficient information and detail to illustrate, describe and clearly delineate the design intent of the Consultant and enable all contractors to bid uniformly.
    a. Provide final estimate of probable construction costs and quantities and schedule for the project.
    b. Incorporate specifications required in AC 150/5370-10 Standards for Specifying Construction of Airports, and any other FAA Advisory Circular relevant to the project.
    c. Prepare project specifications and contract documents.

Phase 3 – Bid Phase

1. Assist Jefferson County Purchasing Department with advertising and interpretation of project requirements.
2. Attend Pre-Bid meeting(s) to provide clarity and answer technical questions.
3. Assist with bid-opening, if necessary and assist Jefferson County Purchasing Department in recommended of award for contractor selection based on received construction bids.
    a. Return bid bonds to the unsuccessful bidders.
4. Assist Purchasing Department with Notice of Award and Notice to Proceed.
    a. Solicit and review bonds, insurance certificates, construction schedules.

Phase 4 – Construction Phase Services

1. Conduct pre-construction conference.
    a. Review sensitive aspects of the project (Security, Timelines, Federal Requirements during Construction, etc.)
2. Monitor and document progress for quality and cost.
    a. Submit weekly construction progress reports to Airport to forward to FAA (required).
3. Review contractor payment requests, complete necessary quality control testing.
4. Continually update Airport on project progress and problems. Consultant to provide solutions and or alternatives during the construction phase when in the best interest of the Airport and Sponsor.
5. Prepare changes orders and submit to Purchasing to formally execute in Commissioner's Court.
    a. Change orders are only enforceable after approval and execution by Commissioners Court.
6. Conduct and document periodic wage rate interviews.
7. Conduct final project inspection and recommend release of retainage.

8. Prepare and deliver as-built construction plans (hard copy and electronic) to Airport and County Engineer's Office.
9. Prepare project closeout report for submittal to FAA.

Section 3. Minimum Respondent Qualifications

The County intends to negotiate an agreement with the firm selected through this competitive RFQ process to provide all, some, or none of the consultant technical services related to the project(s) described herein. Respondents may form a team with other firms to perform the required tasks. The best qualified firm will have a Consultant Project Manager as well as key technical leads, all who are best qualified to serve the Airport in a consistent and efficient manner. In addition, the best qualified firm will have evidenced in their approach, with supporting prior experience, an understanding that demonstrates the firm's ability to meet the Airport's specific needs for this solicitation and experience coordinating with key stakeholders.

All respondents to this request must:

- Be an experienced firm or team that can demonstrate having had a broad background and extensive experience in project design, bidding phase services, and construction project management.
- Have no record of unsatisfactory performance. Proposers who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Consultant, shall be presumed to be unable to meet this requirement.
- Have an active registration status with no exclusion(s) with the System for Award Management (SAM).
- Have the ability to maintain adequate files and records and meet statistical reporting requirements.
- Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trial.

Section 4. Procedure

Firms are encouraged to submit statements of qualifications and experience. The Purchasing Agent will appoint a selection committee, which will evaluate qualified responses. Responses will be ranked on the basis of demonstrated experience, competence, and qualifications. Fees, price, work hours, or any other cost information will not be considered in the development of the short list. *Discussions and questions related to budgetary considerations are prohibited. Negotiation of the fee will commence after the selection process has finished.*

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

Section 6. Laws and Regulations

The Professional Engineering Firm(s) must comply with all laws, ordinances, and rules and regulations which govern the work specified in this contract. *This RFQ will follow guidelines set forth in FAA Advisory Circular 150/5100-14E (or current version) and 2 CFR 200, for the purpose pf selection engagement of architectural, engineering, and planning consultants.*

Section 7. Insurance

The contractor (including any and all subcontractors as defined in Section 8 below) must provide proof of insurance at the time of award and at all times during the term of any contract as a direct result of this RFQ, and 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

7.1 Definitions:

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

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

7.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent

contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 9. 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.

- **Minimum of (5) copies (to include: one original, four copies)** of the written responses are required.

  All Copies are to include RFQ specifications document with all forms completed, **in its entirety**.

  Note: The inclusion of these specifications (32 pages) in their entirety, completed FORM 1295, SAM Registration Status/Proof, and Certificate of Insurance documents are not to be included in response page count.

- **Maximum of (30) pages**, typed, front and back or single sided, with each page clearly numbered at the bottom of the page.

Section 10. Statement of Qualifications and Experience

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

1) Company Information

a) Business name and legal entity.
   i) Federal Tax ID number
   ii) Local and Corporate/Main Office address and mailing address, telephone, and email contact information
   iii) Whether the prime consultant is a single entity, partnership, corporation, or other legal entity recognized in the State of Texas.
   iv) Controlling interest in any other firms providing equivalent or similar services, as well as financial interest in other lines of business.
   v) Brief history of your company, include number of years in business under present name, prior business names.

b) Organization chart, (clearly define respondent if working alone or with a team)

c) Statement that demonstrates capacity to perform the required services (minimum qualifications), including other firms if a team.

d) Contact information of person(s) who are authorized to negotiate and contractually obligate the firm, one of these people must sign the RFQ response.

2) Experience and Expertise of the Prime Consultant and Sub Consultants

a) Brief introduction of all participating firms.

b) DBE participation ***(If the firm responding is a certified DBE or in the process of becoming a DBE, this information needs to be clearly stated in response).***
   i) Identify any DBE's and Minority Businesses that will be a part of the team and approximate percentage of the work they will be performing.
   ii) Firm's experience working together.
   iii) Statement signed by any sub-consultant that the sub will perform all work as described.

c) Description of representative work accomplished for all jobs within the past five (5) years.

d) Describe reasons why the firm(s) would be uniquely qualified to provide the services (as described within this RFQ) to Jefferson County/Jack Brooks Regional Airport.

e) List of applicable licenses presently held and indicate ability to obtain any additional licenses or permits that may be required.

3) Personnel and Team Organization

a) Confirmation that firm has adequate and experienced staff that are trained to perform the tasks requested in this RFQ.

b) Experience of principal individuals, of the consultant or team, stating current positions, years of service experience, and identify specific projects worked on that are similar in nature to the project(s) described in this RFQ and roll in said projects.
c) Provide resumes of the proposed staff for this solicitation (limit 1 resume to 1 page, does not count against the maximum page limit)

4) Project Approach

a) Provide an overview describing the general approach and methodology of conducting the general services identified in this RF Q. Please use this section to describe any services above and beyond previous identified projects that your firm believes are important and relevant to this project.
b) Provide a project schedule illustrating the firm's approach and expected outcomes. Include any governmental review steps (Federal, State, Local, etc.)

5) Identification of any pending debarment, litigation, convictions, or adverse court rulings of all officers, consultants, and employees, and any conflict disclosure.

a) Affirmation that commitments, current or potential, may impact the proposer's ability to perform.

6) List of references, other than Jefferson County/Jack Brooks Regional Airport, who have contracted the type(s) of work that your firm is offering to perform. A reference form "*Vendor References*" is included in this package on Page 23.

7) Evidence of insurance.

8) Proof of Registration with the System for Award Management. See Page 9, Section 13,(Item E).

Section 11. Additional Information

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

Section 12. 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 13. Terms and Conditions

A. Jefferson County reserves the right to request clarification of information submitted and to request additional information of one or more respondents.
B. 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.
C. The Engineering Individual/ 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.
D. No reports, information, or data given to or prepared by the Engineering Individual/Firm under contract shall be made available to any individual or organization by the Engineering Individual/Firm without the prior written approval of the County.
E. Vendor Registration: SAM (System for Award Management):
    a. Vendors doing business with Jefferson County are required to be registered with The System for Award Management (SAM) with an "active" status. SAM is the official U.S. Government system that

consolidated the capabilities of CCR/FedReq, ORCA, and EPLS. There is NO fee to register for this site.

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

c. **Respondents are required to submit proof of their SAM Registration with their response.**

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

a. 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.

b. 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.

c. 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."

i. A completed Form 1295 is not required for:

1. a sponsored research contract of an institution of higher education;
2. an interagency contract of a state agency or an institution of higher education;
3. 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 or any qualified vendor is eligible for the contract;
4. a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;
5. a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code;
6. a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

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

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

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

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

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

Section 14. Minority-Business 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.

Affirmative Steps pursuant to 2 CFR §200.321

Good faith efforts will be taken to assure small and minority firms are used whenever possible, consistent with 49 CFR part 26. These steps and efforts include, but not limited to:

- Including qualified small business and minority forms on solicitation lists
- Assure that small businesses and minority firms are solicited whenever they are potential sources. Consultation with Airports Division, Office of Civil Rights and or State transportation offices is used.
- When economically feasible, the total requirements will be divided into tasks to permit maximum small business and DBE firm participation.

- Encourage consultants to subcontract portions of the work, even when they might otherwise perform the work with their own forces.

For the purposes of this RFQ, respondents are to provide the following information:

- Certification of any DBEs on this project.
- Percentage of project DBEs will work on, if part of a team.
- The Consultant must clearly state that they have no DBEs on their team, if applicable. If Consultant has minority businesses as part of a team or is a minority business registered with the State of Texas but is not certified as a DBE, that information must also be clearly stated in response.

Section 15. Federal Mandated Contract Provisions

Some or all of the provisions in this section will be incorporated into a professional service agreement as a result of this solicitation.

A. Breach of Contract Terms / Remedies

Source: 2 CFR § 200 Appendix II (A)

Applicability: This provision requires Jefferson County, as the Airport Sponsor, to incorporate administrative, contractual, or legal remedies if contractor/consultant violate or breach contract terms. The sponsor must also include appropriate penalties and sanctions. Language acceptable to meet the intent of this requirement will be included in contractual documents.

This requirement applies to all FEMA grant and cooperative agreement programs

Contract Types: This provision is required for all contracts that exceed the simplified acquisition threshold as stated in 2 CFR § 200, Appendix II (A). This threshold is occasionally adjusted for inflation and is now equal to $150,000.

B. Termination of Contract (for Cause and Convenience)

Source: 2 CFR § 200 Appendix II (B)

FAA Advisory Circular 150/5370-10, Section 80-09

Applicability: This provision requires Jefferson County, as the Airport Sponsor, to incorporate in all contracts over $10,000, a provision that addresses termination for cause and termination for convenience, by the sponsor. The contractual provision must address the manner by which the sponsor's contract will be affected and the basis for settlement. Language acceptable to meet the intent of this requirement will be included in contractual documents.

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

Contract Types: This provision is required for all contracts that exceed $10,000.

C. Equal Employment Opportunity

Source: 2 CFR § 200 Appendix II (C) 41 CFR § 60-1.4

Executive Order 11246 41 CFR § 60-4.3

Applicability: The purpose of this provision is to provide equal opportunity for all persons, without regard to race, color, religion, sex, or national origin who are employed or seeking employment with contractors performing under a federally assisted construction contract. There are two provisions, a construction clause and a specification clause.

The equal opportunity contract clause must be included in any contract or subcontract when the amount exceeds $10,000. Once the equal opportunity clause is determined to be applicable, the contract or subcontract must include the clause for the remainder of the year, regardless of the amount of the contract.

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

Contract Types: This provision is required for all contracts that exceed $10,000.

Use of Provision: 41 CFR 60-1.4 provides the mandatory **contract** language. 41 CFR 60-4.3 provides the mandatory **specification** language. The sponsor will incorporate these clauses without modification.

Note: Any contracts resulting from this RFQ will have the requisite language as set forth in 2 CFR 200 App II, 41 CFR 60-1.4, 41 CFR 60-4.3, and Executive Order 11246.

D. Davis-Bacon Requirements

Source: 2 CFR § 200 Appendix II (D)

29 CFR Part 5

Applicability: The Davis-Bacon Act ensures that laborers and mechanics employed under the contract receive pay no less than the locally prevailing wages and fringe benefits as determined by the Department of Labor.

For Professional Services: The emergence of different project delivery methods has created situations where Professional Service Agreements (PSAs) includes tasks that meet the definition of construction, alteration, or repair as defined in 29 CFR Part 5. If such tasks result in work that qualifies as construction, alteration, or repair and it exceeds $2,000, the PSA must incorporate this clause.

Use of Provision: 29 CFR 5 establishes the specific language the sponsor must use without modification. A/E firms that employ laborers and mechanics on a task that meets the definition of construction, alteration, or repair are acting as a contractor. The sponsor may not substitute the term “Contractor” for “Consultant” in such instances.

E. Copeland Anti-Kickback

Source: 2 CFR § 200 Appendix II (D)

29 CFR Part 3 & Part 5

Applicability: The Copeland Act (18 USC 874 and 40 USC 3145) makes it unlawful to induce by force, intimidation, threat of dismissal from employment, or by any other manner, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment. The Copeland Act also requires each contractor and subcontractor to furnish weekly a statement of compliance with respect to the wages paid each employee during the preceding week.

It DOES NOT apply to the FEMA Public Assistance Program.

For Professional Services: The emergence of different project delivery methods has created situations where Professional Service Agreements (PSAs) includes tasks that meet the definition of construction, alteration, or repair as defined in 29 CFR Part 5. If such tasks result in work that qualifies as construction, alteration, or repair and it exceeds $2,000, the PSA must incorporate the Copeland Anti-kickback provision.

Use of Provision: 29 CFR 5 establishes the specific language the sponsor must use without modification. A/E firms that employ laborers and mechanics on a task that meets the definition of construction, alteration, or repair are acting as a contractor. The sponsor may not substitute the term “Contractor” for “Consultant” in such instances.

F. Contract Workhours and Safety Standards Act Requirements

Source: 2 CFR § 200 Appendix II (E) 29 CFR Part 5

40 U.S.C. § 3701-3708

Applicability: Contract Workhours and Safety Standards Act Requirements (CWHSSA) requires contractors and subcontractors on covered contracts to pay laborers and mechanics employed in the performance of the contracts one and one-half times their basic rate of pay for all hours worked over 40 in a workweek and prohibits unsanitary, hazardous, or dangerous working conditions on federally assisted projects. The Wage and Hour division (WHD) within the U.S. Department of Labor (DOL) enforces the compensation requirements of this Act, while DOL’s Occupational Safety and Health Administration (OSHA) enforces the safety and health requirements.

Jefferson County urges all contractors, regardless of funding sources for projects, to follow all applicable Federal and State labor laws.

For Professional Services: This provision applies to professional service agreements that exceed $100,000 and employs laborers, mechanics, watchmen, and guards This includes members of survey crews and exploratory drilling operations.

Use of Provision: The following text will be included in applicable contracts without modification:

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 (1) of this clause, 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 (1) of this section, in the sum of $27.00 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 (1) of this clause.

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 (2) of this clause.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (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 (1) through (4) of this clause.

G. Rights to Inventions

Source: 2 CFR § 200 Appendix II (F)

37 CFR § 401

Applicability: This provision applies to all contracts and subcontracts with small business forms or nonprofit organizations that include performance of *experimental, developmental, or research work*. This clause is not applicable to construction, equipment, or professional service contracts unless the contract includes *experimental, developmental, or research work*. 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.”

Use of Provision: When applicable, the sponsor’s language in the contract must fully satisfy the requirements of Appendix II to 2 CFR part 200.

H. Clean Air and Water Pollution Control

Source: 2 CFR § 200 Appendix II (G)

29 CFR Part 5

Applicability: This provision is required on all contracts and lower tier contracts that exceed $150,000.

Use of Provision: The following language will be included in applicable contracts:

1. Contractor agrees to comply with all applicable standards, orders, and regulations 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. § 1251-13870). The contractor agrees to report any violation to the owner immediately upon discovery. The owner assumes responsibility for notifying the EPA and the FAA.

I. Debarment and Suspension

Source: 2 CFR Part 180 (Subpart C) 2 CFR Part 3000

2 CFR Part 1200 DOT Order 4200.5

Applicability: Required in all FEMA grant and cooperative agreement programs, regardless of amount. This requirement applies to covered transactions as defined in 2 CFR part 180. AIP funded contracts are non-

procurement transactions as defined by §180.970. Covered transactions include any AIP-funded contract, regardless of tier, that is awarded by a contractor, subcontractor, supplier, consultant, or its agents or representative in any transaction, if the amount of the contract is expected to equal or exceed $25,000. Jefferson County must verify that the firm or individual that is entering into a contract with is not presently suspended, excluded, or debarred by any Federal department or agency from participating in federally assisted projects. This is accomplished by:

1. Checking SAM.gov to verify the firm's or individual's status;
2. Collecting a certification from the firm or individual that is not suspended, debarred, or excluded; and
3. Incorporating a clause into the contract that requires lower tier contracts to verify that no suspended, debarred, or excluded firm or individual is included in the project.

See Section 13, Paragraph E above for more information on SAM.gov.

Use of Provision: When applicable, the sponsor's language in the contract must fully satisfy the requirements of Appendix II to 2 CFR part 200.

J. Lobbying and Influencing Federal Employees

Source: 2 CFR § 200 Appendix II (J) — 31 USC § 1352 – Byrd Anti-Lobbying Amendment

49 CFR Part 20, Appendix A — 44 CFR Part 18

Applicability: This requirement applies to all FEMA grant and cooperative agreement programs. Consultants and contractors that apply or bid an award of $100,000 or more must certify 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 another award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Use of Provision: When applicable, the sponsor's language in the contract must fully satisfy the requirements of Appendix II to 2 CFR part 200 Appendix (J) and 31 USC 1352.

If applicable, contractors ***must sign and submit*** to Jefferson County the "**Certification Regarding Lobbying**" Form included in this bid specification.

K. Procurement of Recovered Materials

Source: 2 CFR § 200 Appendix II (J) — Solid Waste Disposal Act

40 CFR Part 247 — 2 CFR § 200.322

Applicability: Sponsors of AIP funded development and equipment projects must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Section 6002 emphasizes maximizing energy and resource recovery through use of affirmative procurement actions for recovered materials identified in the EPA guidelines. When acquiring items designated in the guidelines, the sponsor must procure items that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

This requirement applies to:

- All contracts awarded by a non-Federal entity under FEMA grant and cooperative agreement programs.
- All construction and equipment projects.
- Any contract, professional and property acquisition, that includes procurement of a product that exceeds $10,000.

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.

Use of Provision: When applicable, the sponsor's language in the contract must fully satisfy the requirements of Appendix II to 2 CFR part 200.

L. Access to Records and Reports

Source: 2 CFR § 200.333 FAA Order 5100.38

2 CFR § 200.336

Applicability: 2 CFR § 200.333 requires a sponsor to retain records pertinent to a federal award for a period of three years from submission of final closure documents. 2 CFR § 200.336 establishes that sponsors must provide Federal entities the right to access records pertinent to the Federal award. FAA policy extends these requirements to the sponsor's contracts and subcontracts of AIP funded projects.

Use of Provision: When applicable, the sponsor's language in the contract must fully satisfy the requirements of Appendix II to 2 CFR part 200. The following will be in applicable contracts:

1. The contractor must maintain an acceptable cost accounting system. 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 maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters have been resolved.
3. 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.
4. 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.
5. 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.

M. Affirmative Action Requirement

Source: 41 CFR Part 60-4 FAA Order 5100.38

Executive Order 11246

Applicability: Sponsors are required to set goals for minority participation in AIP funded projects exceeding $10,000. The goals for minority participation derive from Economic Area (EA) and Standard Metropolitan Statistical Area (SMSA) as established in Volume 45 of the Federal Register dated 10/03/80. Page 65984 contains a table of all EAs and SMSAs and the associated minority participation goals.

Executive Order 11246 has set a goal of 6.9% nationally for female participation for all construction projects. This value remains constant for all counties and states.

Contract Types:

- Construction: The sponsor must incorporate this notice in all solicitations for bids or requests for proposals for AIP funded construction work contracts and subcontracts that exceed $10,000.

- Equipment: The sponsor must incorporate this notice in all solicitations for equipment project exceeding $10,000 that involves installation of equipment onsite (e.g. electrical vault equipment, generators). This provision does not apply to equipment acquisition projects where the manufacturer of the equipment takes place offsite at a manufacturer's plant (e.g. firefighting and vehicles).

- Professional Services: The sponsor must incorporate this notice in any professional service agreement if the agreement includes tasks that meet the definition of construction work, as defined by the DOL, and exceeds $10,000.

Use of Provision: When applicable, the sponsor's language in the contract must fully satisfy the requirements of 41 CFR Part 60-4. The following will be in applicable contracts:

Solicitation Clause:

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractors aggregate workforce in each trade on all construction work in the covered area, are as follows:

    a. Goals for minority participation for each trade: 1.95%

    b. Goals for female participation in each trade: 6.9%

These goals are applicable to all of the contractor's construction work, whether or not it is federal or federally assisted, performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR Part 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with these goals will be measured against the total work hours performed.

The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of these subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As used in this notice and in the contract resulting from this solicitation, the covered area is Texas, Jefferson County, Beaumont.

N. Buy American Preferences

Source: 49 USC § 50101

Applicability: the buy American preference requirement in 49 USC § 50101 requires that all still in manufactured goods used on AIP projects be produced in the United States. This statute gives the FAA the ability to issue a waiver to a sponsor to use non-domestic material on an AIP funded project subject to meeting certain conditions a sponsor may request that the FAA issue a waiver from the by American preference requirements if the FA finds that:

1. Applying the provision is not in the public interest;
2. The steel or manufactured goods are not available in sufficient quantity or quality in the United States;
3. The cost of components in subcomponents produced in the United States is more than 60% of the total components of a facility or equipment, and final assembly has taken place in the United States. Items that have an FAA standard specification item number, such as specific airport lighting equipment, are considered the equipment.
4. Applying this provision would increase the cost of the overall project by more than 25%.

For construction and equipment procurement projects, language, forms, and references to 49 USC § 50101 will be included in the solicitation.

Professional Service Agreements typically do not result in a deliverable that meets the definition of a manufactured product. If a PSA includes providing a manufactured good as a deliverable under the contract, the sponsor must include the Buy American Preference provision in the agreement.

Use of Provision: When applicable, the sponsor's language in the contract must fully satisfy the requirements of 49 USC § 50101.

O. Civil Rights

Source: 49 USC § 47123 Title VI of the Civil Rights Act of 1964

FAA Order 1400.11 US DOT Order 1050.2

Applicability: Title VI of the Civil Rights Act of 1964, as amended, Title VI, prohibits discrimination on the grounds of race, color, or national origin under any program or activity receiving Federal financial assistance. Sponsors must include appropriate clauses from the Standard DOT Title VI Assurances in all contracts and solicitations.

The text of each individual clause comes from the U.S. DOT Order 1050.2 Standard Title VI Assurances and Nondiscrimination Provisions, effective 04/24/2013. These assurances require the sponsor insert the appropriate clauses in the form provided by the DOT. Where the clause refers to the applicable activity, project, or program, it means the AIP project.

Title VI Solicitation Notice

Jefferson County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC § 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of any contract as a result of this bid, the Contractor, for itself, its assignees, and successors in interest, hereinafter referred to as the Contractor, agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

- Title VI of the Civil Rights Act of 1964
- 49 CFR part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- Section 504 of the Rehabilitation Act of 1973
- The Age Discrimination Act of 1975
- Airport and Airway Improvement Act of 1982
- The Civil Rights Restoration Act of 1987
- Titles II and III of the Americans with Disabilities Act of 1990
- The Federal Aviation Administration's Nondiscrimination Statute
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency
- Title IX of the Education Amendments of 1972

P. Disadvantaged Business Enterprise

Source: 49 CFR part 26

Applicability: A sponsor that anticipates awarding $250,000 or more in AIP funding prime contracts in a federal fiscal year must have an approved Disadvantaged Business Enterprise (DBE) program on file with the FAA Office of Civil Rights (§26.21). The approved DBE program will identify a 3-year overall program goal that the sponsor bases on the availability of ready, willing, and able DBEs relative to all businesses ready, willing, and able to participate on the project. (§26.45).

Sponsors with a DBE program on file with the FAA must include the three following provisions, if applicable:

- Clause in all solicitations for proposals for which a contract goal has been established;
- Clause in each prime contract, and;
- Clause in solicitations that are obtaining DBE participation through race/gender neutral means.

As a condition of bid responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

1. Names and addresses of the DBE firms that will participate in the contract;
2. A description of the work each DBE firm will perform;
3. Percentage/dollar amount of the participation of each DBE firm listed under 1.
4. Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
5. If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in 49 CFR part 26 Appendix A

The requirements of 49 CFR part 26 apply to this contract. It is the policy of Jefferson County to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. Jefferson County encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

DBE Contract Assurances

Contracts as a result of this bid will include contract assurances per §26.13, if applicable:

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

1. Withholding monthly progress payments;
2. Accessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (§26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from Jefferson County. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of Jefferson County. This clause applies to both DBE and non-DBE subcontractors.

Q. Distracted Driving

Source: Executive Order 13513 2 CFR §200.67

DOT Order 3902.10

Applicability: The FAA encourages recipients of federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

Use of Provision: The following clause will be included in all Federally-assisted contracts regardless of amount:

In accordance with executive order 13513, federal leadership on reducing text messaging while driving, Andy OT order 3902.10, text messaging while driving, the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, Jefferson County encourages the contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles Papa forming work activities associated with the project. The contractor must include the substance of this clause and other sub tier contracts exceeding $3,500 that involve driving a motor vehicle and performance of work activities associated with the project.

R. Compliance with Federal Law, Regulations, and Executive Orders

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

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.

"*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."*

S. No Obligation by Federal Government

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

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."

T. Program Fraud and False or Fraudulent Statements or Related Acts

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.

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."

Section 16. Rating Criteria

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

- **Firm's Capability to Provide the Services – 40%**
    - Capability to perform all or most aspects of the project and recent experience with comparable airport improvement projects.
- **Project Understanding and Approach – 30 %**
    - Project understanding and approach; must be able to demonstrate an understanding and familiarity of these types of projects and describe your approach to completing projects.
- **Staff Qualifications – 10 %**
    - Key personnel, including subs, professional qualifications and experience and availability, and knowledge of FAA/Federally-Funded/CARES Act Grant funded project regulations, policies, and procedures.
- **Ability to Meet Timeline – 10%**
    - Demonstrated capability to deliver services in a timely manner.
- **DBE Goals & Good Faith Efforts – 10 %**
    - Ability to meet DBE goal of 1.95% and documenting good faith efforts.

Evaluation:

All submittals received will be evaluated and ranked upon the responsiveness to the RFQ. A minimum of two firms may be selected for further evaluation and requested to participate in a formal interview as part of the selection process. Alternatively, the most qualified firm or team may be selected directly following the evaluation.

Scope of Work/Fee Proposal:

Following the selection process, the County/Airport will enter into contract negotiations with the selected individual/firm. The County and individual/firm will meet to discuss the proposed services and scope of work. The firm will then be expected to prepare and submit a detailed breakdown proposal detailing hourly rates, markups, anticipated reimbursable expenses, direct salary costs, labor, general and administrative overhead, and profit data for the project. A cost analysis may be performed for each of these negotiations. Work will be performed under a lump sum basis or a not to exceed basis. If negotiations fail, either in scope of work or other contract items, the County will then enter into negotiations with the next highest qualified consultant.

Fees, rates, and other monetary considerations are not to be discussed during the Qualification process.

Section 17. Submission Requirements

Respondents are responsible for submitting: **One (1) original and four (4) proposal copies; with all copies to include a completed copy of this specifications packet, in its entirety.**

Additionally, Respondent must monitor the Jefferson County Purchasing Department Website 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.

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, July 28, 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.

DEADLINE FOR QUESTIONS:

The deadline for asking questions in writing or requesting additional information (in writing or in person) is:

5:00 pm CT, Wednesday, July 21, 2021.

Please direct all questions to Jamey West, Assistant Purchasing Agent via email at: jwest@co.jefferson.tx.us
Questions regarding the scope of work must be directed to Jamey West in order to keep an accurate record of communication among all parties.

Courthouse Security:
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. 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.
Respondents are strongly urged to plan accordingly.

County Holidays – 2021:

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.

VENDOR REFERENCES

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

THIS FORM MUST BE RETURNED WITH YOUR OFFER.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

<u>Respondent</u>: Complete & Return this Form with Qualifications Submission.

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

_____

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

_____

Date

<u>Respondent</u>: Complete & Return this Form with Qualifications 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 sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants 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 Proposal (RFP) 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., “RFP-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 Red

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a.bid/offer/application _____ b. initial award c. post-award	**3. Report Type:** a. initial filing _____ b. material change **For material change only:** Year _____ quarter _____ Date of last report_____

4. Name and Address of Reporting Entity: ____ Prime _____ Sub-awardee Tier_____, if Known: **Congressional District,** *if known*:	**5. If Reporting Entity in No. 4 is Sub-awardee,** Enter Name and Address of Prime: **Congressional District,** *if known*:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. 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)**

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>: Complete & 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

<u>Respondent</u>: Complete & 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>: Complete & Return this Form with Qualifications Submission.

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

_____, 2021

_____
Notary Public

State of _____

My Commission Expires: _____

<u>Respondent</u>: Return this Form with Qualifications Submission.

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

June 29, 2021

Request for Statements of Qualification (RFQ 21-043/JW)
Professional Engineering Services for Landside Road Pavement Repairs
at the Jack Brooks Regional Airport

Dear Vendors:

You are invited to submit a statement of qualifications in accordance with Request for Statements of Qualification (RFQ 21-043/JW) Professional Engineering Services for Landside Road Pavement Repairs at the Jack Brooks Regional Airport. Jefferson County is requesting statements of qualifications from qualified and experienced Engineering Consulting Firms to provide: project administration, design services, bidding services, construction oversight, and other services that may be required for landside road pavement repairs project at the Jack Brooks Regional Airport. This project is intended to be funded by the Federal Aviation Administration (FAA) Airport Improvement Program (AIP)/CARES Act Grant to the Airport.

All interested individuals and firms should obtain a "Request for Qualifications" packet from the Jefferson County website at: https://www.co.jefferson.tx.us/Purchasing/
All submittals shall be evaluated by a Review/Selection Committee. The Review/Selection Committee will evaluate submissions to this request and select the firm most qualified, responsive, and experienced.

Responses are to be sealed and addressed to the Purchasing Agent with the request for qualifications number and name marked on the outside of the envelope or box. All responses shall be submitted with an original and (4) four copies, to the Jefferson County Purchasing Department, 1149 Pearl Street, 1st Floor, Beaumont, Texas 77701, no later than 11:00 am CT, Wednesday, July 28, 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 Landside Road Pavement Repairs at the Jack Brooks Regional Airport**
REQUEST NO:	**RFQ 21-043/JW**
DUE DATE/TIME:	**11:00 am CT, Wednesday, July 28, 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:
June 30 & July 7, 2021
Beaumont Enterprise and Port Arthur News:

July 1 ,2021
The Examiner

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Request for Statements of Qualification (RFQ 21-043/JW)
Professional Engineering Services for Landside Road Pavement Repairs at the Jack Brooks Regional Airport

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Section 1. Background Information, Introduction, and Purpose:

Background Information:

Jack Brooks Regional Airport, located in Jefferson County, serves an expanding regional population in excess of 500,000. Situated on 1,180 acres in the heart of Jefferson County, just minutes away from anywhere in the Beaumont, Port Arthur, and Orange geographic areas and only an hour away from Houston, TX and Lake Charles, LA.

Introduction:

Jefferson County is seeking interested firms to submit their qualifications to provide the required professional services for a Landside Road Pavement Repairs project at the Jack Brooks Regional Airport. This project is intended to be funded by the Federal Aviation Administration (FAA) Airport Improvement Program (AIP)/CARES Act Grant to the Airport.

The professional engineering services for this project includes, but not limited to: project administration, design services, bidding services, and construction oversight.
The County **highly** encourages Disadvantaged Business Enterprises (DBEs) to participate in the qualifications submission process for this project in order to help the airport meet the participation goal of **1.95%.**

Section 2. Scope of Work

Design Service Scope:

BPT – Jack Brooks Regional Airport
Project: **Landside Road Pavement Repairs**

The consultant will provide the required professional services to assess and design Landside Road Pavement Repairs at the Jack Brooks Regional Airport. This work will be performed under a Federal Aviation Administration (FAA) Airport Improvement Program (AIP)/CARES Act Grant to the Airport.

The selected firm is expected to demonstrate knowledge and proficiency of all FAA, State and Local standards and guidance, regardless if they are not listed exhaustively in this RFQ. Further, the selected firm is required to have experience with or in-house capabilities, or sub-consultant capabilities, in: Electrical Engineering, Estimating / Cost Analysis, International Building Codes, prevailing Architectural, Engineering and Specialty Disciplines necessary to complete the project as described below.

All work products developed by the selected firm will be subject to FAA and Jefferson County document review.

Consultant will provide cost effective alternatives and solutions to items listed below, longevity and maintenance are priority considerations.

All respondents will be allowed site visits to inspect the facilities. Respondents are to coordinate site visits with Airport Administration prior to visit. Specific questions regarding the scope are directed to Jefferson County Purchasing Department for full transparency and equitable dissemination of relevant information to all interested parties.

Pavement Areas:

- Airport 3rd Street (Primary).
- Jerry Ware Drive (Secondary)

Phase 1 – Project Administration

Consultant will serve as Owner's representative for the project and furnish consultation and advice to the Owner during the performance of this service. Consultant will attend meetings as necessary with local officials, state and federal agencies, and others regarding the scope of the proposed project, general design, functions, and impacts.

Phase 2 –Design Services

Initially, consultant is to identify and evaluate alternatives to assure cost effective and practical solutions for the work items identified.
Consultant will complete its evaluation of alternatives and practical design approach with Airport personnel. The design will take advantage of local knowledge and experience and utilize expertise from previous projects to design a cost-effective project and ensure competitive construction bids.

Consultant will prepare detailed construction drawings, specifications, instructions to bidders, and general and specific provisions, all based on guides furnished by Consultant and FAA, or internally provided by Consultant.

Contract Documents, plans, specifications, cost estimates, construction timelines, will be prepared for award of one construction contract. These designs shall conform to the standards of practice ordinarily used by members of Consultant's profession practicing under similar conditions and shall be submitted to the FAA, the Airport, and Jefferson County, as necessary, to receive approval.

Activities include:

1. Coordinate and meet with Airport personnel and FAA tower personnel to minimize day-to-day operations.
2. Prepare a preliminary estimate of probable construction costs and schematic design for each project element.
3. Prepare an overall construction phasing plan in order to maximize project constructability and minimize interference with airport operations. Plan must incorporate other airport construction activities.
    a. Project Construction Time will be a priority in order to minimize the adverse impacts to the traveling public.
4. Provide geotechnical investigation and analysis and pavement and other testing and analysis required for the design.
    a. Consultant will meet with County Engineer to determine if a geotechnical analysis is necessary on this project given the project's limited size and scope.
    b. County Engineer's office may provide a soil profile and ask consultant to design pavement to satisfy soil profile and anticipated load.
    c. Identify and coordinate laboratory testing, if required:
        i. Standard Proctors
        ii. Sieve analysis
        iii. Unit weight and water content determinations
    d. Owner and Airport strongly encourage the use of local firms that meet the applicable FAA minimum requirements for testing.
5. Preparation of a Quality Control Plan will include the project background and scope, stakeholder contact information, project team and roles, design criteria, project schedule, and quality control procedures.
    a. Quality control review will be conducted prior to design submission to Airport.
    b. If necessary, consultant will coordinate adequate materials control testing services.
        i. Materials control testing services may be hired as a 3rd independent party.
6. Develop a safety plan in accordance with AC 150/5370-2, Operational Safety on Airports During Construction.
    a. All work located on "landside" public roads, no admission to secured area of airfield.
7. Record Document Review: Consultant will review construction documents provided by the Airport to evaluate existing conditions, may include record drawings, record surveys, utility maps, and previous design reports.
8. Site Visits: Consultant will perform site visits as required to review and verify existing condition.
9. Design: Consultant will design all improvements in accordance with FAA, State, and local standards and guidelines.
    a. Full-depth panel replacement of pavement area.
        i. Consultant to perform a cost benefit analysis on:
            1. Full replacement
            2. Selective panel replacement
    b. Underground drainage pipes may be in the immediate vicinity, directly beneath the pavement, any damaged drainage pipes must be repaired and or replaced in a manner commensurate with prevailing engineering standards.
    c. Pavement must meet DOT or FAA standards. Where FAA standards for vehicle pavement are unavailable or ambiguous, TxDOT pavement standards will be utilized.
        i. Consultant will confer with FAA, County and City to determine the best suited standards for specifications
    d. Complete final quantity calculations.
    e. Provide 5 sets of construction documents, an electronic version must be delivered to Airport and County Engineering. Hard copies of construction documents must be delivered to:
        i. (1) County Engineering
        ii. (1) County Purchasing Department
        iii. (2) Airport
        iv. (1) FAA

10. Technical Specifications:
    a. Detailed specifications shall be developed using FAA Standards for Specifying Construction for Airports AC 150 /5370-10 (latest edition) or other appropriate standards approved for use by the FAA. Additional supplementary specifications will be developed, as necessary, when not covered by existing FAA or local standards.
    b. Pavement must meet FAA and TxDOT standards appropriate to the project.
        i. Special Note: Large Semi-type trucks deliver fuel with trailers carrying approximately 8,500 gallons are routine. Pavement and sub-base must be designed in such a manner to provide long-term stability and longevity.
11. Contract Document Construction:
    a. Consultant will develop construction documents that include all necessary provisions of 2 CFR 200, AC 150/5370-10, and any other federal, state, and local requirements. Special provisions of related to the CARES Act must be included in the construction contract as well.
12. 100% Final Design
    a. Consultant will develop 100% final design plans, specifications, and engineer's reports and submit these to owner for review. Owner estimates review of the design submission will take 2 weeks. Consultant will then develop 100% Invitation for Bid (IFB) plans and specifications, that include all necessary provisions to meet 2 CFR 200, and relevant FAA and Federal guidelines.

Phase 3 – Bidding Services

Consultant will assist the Owner with the County's bidding process for one prime contract for construction, materials, equipment, and services. Consultant will maintain a record for prospective bidders to whom Bidding Documents have been issued and attend pre-bid meeting(s). All advertising costs are paid by the Owner.

Consultant will work with County Purchasing Department to issue addenda to the bid, as appropriate and necessary, to interpret, clarify, or expand the Bidding Documents. Consultant will consult and advise the Owner as to the acceptability of prime contractors, subcontractors, suppliers, and other persons and organizations proposed by the prime contractor(s) for those portions of the work as to which such acceptability is required by the Bidding Documents. Consultant will make recommendations and determine the acceptability of substitute materials and equipment proposed by contractor(s) when substitution prior to the award of contracts is allowed by Bidding Documents and local, state and federal procurement guidelines.

Consultant does not have to be present at bid opening. Consultant will prepare a bid tabulation and assist the Owner in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment, and services. Consultant will assist the Owner in the execution of all contract documents and furnish a sufficient number of executed documents for the Owner, Contractor, and FAA.

Consultant will coordinate with Owner to review and update DBE goals and make sure all available DBEs are contacted and included in bidding opportunities.

Project Deliverables:

- Construction Cost Estimate
- 60% Preliminary Design
- 100% Preliminary Design
- 100% Issued for Bid

Phase 4 – Construction Oversight

During construction, the consultant will assist the Owner to monitor and document progress for quality and cost. Consultant will review contractor payment requests, complete necessary quality control testing, establish necessary survey control, continually inform the Owner on project progress and problems, conduct the final project inspection, assist in final project punch-list, and complete the associated certification.

Activities Include:

1. Conduct pre-construction conference.
    a. All meetings regarding this project will be held in the Airport Administration Conference Room, consultant will coordinate scheduling with Airport personnel.

   b. Consultant will review all insurance and bond submittals.
   c. Consultant will review construction schedules and assist owner in developing alternatives that best suite owner and contractor for an efficient and timely project.
2. Provide resident project representative (RPR) services. At the owner's discretion to utilize consultant or choose to have a separate consultant perform RPR services. RPR activities include:
   a. Monitor and document construction progress
   b. Confirm conformance with schedules, plans, and specifications,
   c. Measure and document construction pay quantities,
   d. Document significant conversations or situations,
   e. Document input or visits by local authorities.
   f. Conduct and document periodic wage rate interviews, as necessary to conform to 2 CFR 200 and 29 CFR Part 5.
3. Prepare change orders and supplemental agreements as necessary
4. Prepare and submit inspection reports (FAA Form 5370-1) to Owner and FAA as required in AC 150/5370-12B.
5. Prepare and confirm monthly payment request
6. Conduct or monitor quality control testing
7. Conduct final project inspection with airport personnel and the FAA
8. Prepare as-constructed drawings and the final project report.

Section 3. Minimum Respondent Qualifications

The County intends to negotiate an agreement with the firm selected through this competitive RFQ process to provide all, some, or none of the consultant technical services related to the project(s) described herein. Respondents may form a team with other firms to perform the required tasks. The best qualified firm will have a Consultant Project Manager as well as key technical leads, all who are best qualified to serve the Airport in a consistent and efficient manner. In addition, the best qualified firm will have evidenced in their approach, with supporting prior experience, an understanding that demonstrates the firm's ability to meet the Airport's specific needs for this solicitation and experience coordinating with key stakeholders.

All respondents to this request must:

- Be an experienced firm or team that can demonstrate having had a broad background and extensive experience in project design, bidding phase services, and construction project management.
- Have no record of unsatisfactory performance. Proposers who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Consultant, shall be presumed to be unable to meet this requirement.
- Have the ability to maintain adequate files and records and meet statistical reporting requirements.
- Have an active registration status with no exclusion(s) with the System for Award Management (SAM).
- Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trial.

Section 4. Procedure

Firms are encouraged to submit statements of qualifications and experience. The Purchasing Agent will appoint a selection committee, which will evaluate qualified responses. Responses will be ranked on the basis of demonstrated experience, competence, and qualifications. Fees, price, work hours, or any other cost information will not be considered in the development of the short list. *Discussions and questions related to budgetary considerations are prohibited. Negotiation of the fee will commence after the selection process has finished.*

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

Section 6. Laws and Regulations

The Professional Engineering Firm(s) must comply with all laws, ordinances, and rules and regulations which govern the work specified in this contract.

This RFQ will follow guidelines set forth in FAA Advisory Circular 150/5100-14E (or current version) and 2 CFR 200, for the purpose pf selection engagement of architectural, engineering, and planning consultants.

Section 7. Insurance

The contractor (including any and all subcontractors as defined in Section 8 below) must provide proof of insurance at the time of award and at all times during the term of any contract as a direct result of this RFQ, and 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

7.1 Definitions:

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

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

7.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to

perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent

contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 9. 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.

- **Minimum of (5) copies (to include: one original, four copies)** of the written responses are required.

  All Copies are to include RFQ specifications document with all forms completed, **in its entirety**.

  Note: The inclusion of these specifications (30 pages) in their entirety, completed FORM 1295, SAM Registration Status/Proof, and Certificate of Insurance documents are not to be included in response page count.

- **Maximum of (30) pages**, typed, front and back or single sided, with each page clearly numbered at the bottom of the page.

Section 10. Statement of Qualifications and Experience

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

1) Company Information

a) Business name and legal entity.
   i) Federal Tax ID number
   ii) Local and Corporate/Main Office address and mailing address, telephone, and email contact information
   iii) Whether the prime consultant is a single entity, partnership, corporation, or other legal entity recognized in the State of Texas.
   iv) Controlling interest in any other firms providing equivalent or similar services, as well as financial interest in other lines of business.
   v) Brief history of your company, include number of years in business under present name, prior business names.

b) Organization chart, (clearly define respondent if working alone or with a team)

c) Statement that demonstrates capacity to perform the required services (minimum qualifications), including other firms if a team.

d) Contact information of person(s) who are authorized to negotiate and contractually obligate the firm, one of these people must sign the RFQ response.

2) Experience and Expertise of the Prime Consultant and Sub Consultants

a) Brief introduction of all participating firms.

i) Identify any DBE's and Minority Businesses that will be a part of the team and approximate percentage of the work they will be performing.
ii) Firm's experience working together.
iii) Statement signed by any sub-consultant that the sub will perform all work as described.

b) Description of representative work accomplished for all jobs within the past five (5) years.
c) Describe reasons why the firm(s) would be uniquely qualified to provide the services (as described within this RFQ) to Jefferson County/Jack Brooks Regional Airport.
d) List of applicable licenses presently held and indicate ability to obtain any additional licenses or permits that may be required.

3) Personnel and Team Organization

a) Confirmation that firm has adequate and experienced staff that are trained to perform the tasks requested in this RFQ.
b) Experience of principal individuals, of the consultant or team, stating current positions, years of service experience, and identify specific projects worked on that are similar in nature to the project(s) described in this RFQ and roll in said projects.
c) Provide resumes of the proposed staff for this solicitation (limit 1 resume to 1 page, does not count against the maximum page limit)

4) Project Approach

a) Provide an overview describing the general approach and methodology of conducting the general services identified in this RFQ. Please use this section to describe any services above and beyond previous identified projects that your firm believes are important and relevant to this project.
b) Provide a project schedule illustrating the firm's approach and expected outcomes. Include any governmental review steps (Federal, State, Local, etc.)

5) Identification of any pending debarment, litigation, convictions, or adverse court rulings of all officers, consultants, and employees, and any conflict disclosure.

a) Affirmation that commitments, current or potential, may impact the proposer's ability to perform.

6) List of references, other than Jefferson County/Jack Brooks Regional Airport, who have contracted the type(s) of work that your firm is offering to perform. A reference form "*Vendor References*" is included in this package on Page 23.

7) Evidence of insurance.

8) Proof of Registration with the System for Award Management. See Section 13 (Item E), Page 10.

Section 11. Additional Information

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

Section 12. 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 13. Terms and Conditions

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

B. 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.

C. The Engineering Individual/ 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.

D. No reports, information, or data given to or prepared by the Engineering Individual/Firm under contract shall be made available to any individual or organization by the Engineering Individual/Firm without the prior written approval of the County.

E. Vendor Registration: SAM (System for Award Management):
   a. Vendors doing business with Jefferson County are required to be registered with The System for Award Management (SAM) with an "active" status. SAM is the official U.S. Government system that consolidated the capabilities of CCR/FedReq, ORCA, and EPLS. There is NO fee to register for this site.
   b. Entities may register at no cost directly to the SAM website at: https://www.sam.gov
   c. **Respondents are required to submit proof of their SAM Registration with their response.**

F. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)
   a. 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.
   b. 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.
   c. 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."
      i. A completed Form 1295 is not required for:
         1. a sponsored research contract of an institution of higher education;
         2. an interagency contract of a state agency or an institution of higher education;
         3. 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 or any qualified vendor is eligible for the contract;
         4. a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;
         5. a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code;
         6. a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code
   d. Upon entering into a contract or professional agreement, the Jefferson County Purchasing Department will submit a request to the Vendor to both:
      i. Submit a FORM 1295 online via the Texas Ethics Commission website link below.
         1. Vendors must enter the required information on Form 1295, and print a copy of the completed form.
         2. The form will include a certification of filing that will contain a unique certification number.
      ii. Submit a FORM 1295 hard copy (completed and signed by an Authorized Agent of the Awarded Vendor) to the Jefferson County Purchasing Department.
   e. FORM 1295 Completion Instructions and Login Instructions are available the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Section 14. Minority-Business 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.

Affirmative Steps pursuant to 2 CFR §200.321

Good faith efforts will be taken to assure small and minority firms are used whenever possible, consistent with 49 CFR part 26. These steps and efforts include, but not limited to:

- Including qualified small business and minority forms on solicitation lists
- Assure that small businesses and minority firms are solicited whenever they are potential sources. Consultation with Airports Division, Office of Civil Rights and or State transportation offices is used.
- When economically feasible, the total requirements will be divided into tasks to permit maximum small business and DBE firm participation.
- Encourage consultants to subcontract portions of the work, even when they might otherwise perform the work with their own forces.

For the purposes of this RFQ, respondents are to provide the following information:

- Certification of any DBEs on this project.
- Percentage of project DBEs will work on, if part of a team.
- The Consultant must clearly state that they have no DBEs on their team, if applicable. If Consultant has minority businesses as part of a team or is a minority business registered with the State of Texas but is not certified as a DBE, that information must also be clearly stated in response.

Section 15. Federal Mandated Contract Provisions

Some or all of the provisions in this section will be incorporated into a professional service agreement as a result of this solicitation.

A. Breach of Contract Terms / Remedies

Source: 2 CFR § 200 Appendix II (A)

Applicability: This provision requires Jefferson County, as the Airport Sponsor, to incorporate administrative, contractual, or legal remedies if contractor/consultant violate or breach contract terms. The sponsor must also include appropriate penalties and sanctions. Language acceptable to meet the intent of this requirement will be included in contractual documents.

This requirement applies to all FEMA grant and cooperative agreement programs

Contract Types: This provision is required for all contracts that exceed the simplified acquisition threshold as stated in 2 CFR § 200, Appendix II (A). This threshold is occasionally adjusted for inflation and is now equal to $150,000.

B. Termination of Contract (for Cause and Convenience)

Source: 2 CFR § 200 Appendix II (B)

FAA Advisory Circular 150/5370-10, Section 80-09

Applicability: This provision requires Jefferson County, as the Airport Sponsor, to incorporate in all contracts over $10,000, a provision that addresses termination for cause and termination for convenience, by the sponsor. The contractual provision must address the manner by which the sponsor's contract will be affected and the basis for settlement. Language acceptable to meet the intent of this requirement will be included in contractual documents.

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

Contract Types: This provision is required for all contracts that exceed $10,000.

C. Equal Employment Opportunity

Source: 2 CFR § 200 Appendix II (C) 41 CFR § 60-1.4

Executive Order 11246 41 CFR § 60-4.3

Applicability: The purpose of this provision is to provide equal opportunity for all persons, without regard to race, color, religion, sex, or national origin who are employed or seeking employment with contractors performing under a federally assisted construction contract. There are two provisions, a construction clause and a specification clause.

The equal opportunity contract clause must be included in any contract or subcontract when the amount exceeds $10,000. Once the equal opportunity clause is determined to be applicable, the contract or subcontract must include the clause for the remainder of the year, regardless of the amount of the contract.

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

Contract Types: This provision is required for all contracts that exceed $10,000.

Use of Provision: 41 CFR 60-1.4 provides the mandatory **contract** language. 41 CFR 60-4.3 provides the mandatory **specification** language. The sponsor will incorporate these clauses without modification.

Note: Any contracts resulting from this RFQ will have the requisite language as set forth in 2 CFR 200 App II, 41 CFR 60-1.4, 41 CFR 60-4.3, and Executive Order 11246.

D. Davis-Bacon Requirements

Source: 2 CFR § 200 Appendix II (D)

29 CFR Part 5

Applicability: The Davis-Bacon Act ensures that laborers and mechanics employed under the contract receive pay no less than the locally prevailing wages and fringe benefits as determined by the Department of Labor.

For Professional Services: The emergence of different project delivery methods has created situations where Professional Service Agreements (PSAs) includes tasks that meet the definition of construction, alteration, or repair as defined in 29 CFR Part 5. If such tasks result in work that qualifies as construction, alteration, or repair and it exceeds $2,000, the PSA must incorporate this clause.

Use of Provision: 29 CFR 5 establishes the specific language the sponsor must use without modification. A/E firms that employ laborers and mechanics on a task that meets the definition of construction, alteration, or repair are acting as a contractor. The sponsor may not substitute the term “Contractor” for “Consultant” in such instances.

E. Copeland Anti-Kickback

Source: 2 CFR § 200 Appendix II (D)

29 CFR Part 3 & Part 5

Applicability: The Copeland Act (18 USC 874 and 40 USC 3145) makes it unlawful to induce by force, intimidation, threat of dismissal from employment, or by any other manner, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment. The Copeland Act also requires each contractor and subcontractor to furnish weekly a statement of compliance with respect to the wages paid each employee during the preceding week.

It DOES NOT apply to the FEMA Public Assistance Program.

For Professional Services: The emergence of different project delivery methods has created situations where Professional Service Agreements (PSAs) includes tasks that meet the definition of construction, alteration, or repair as defined in 29 CFR Part 5. If such tasks result in work that qualifies as construction, alteration, or repair and it exceeds $2,000, the PSA must incorporate the Copeland Anti-kickback provision.

Use of Provision: 29 CFR 5 establishes the specific language the sponsor must use without modification. A/E firms that employ laborers and mechanics on a task that meets the definition of construction, alteration, or repair are acting as a contractor. The sponsor may not substitute the term “Contractor” for “Consultant” in such instances.

F. Contract Workhours and Safety Standards Act Requirements

Source: 2 CFR § 200 Appendix II (E) 29 CFR Part 5

40 U.S.C. § 3701-3708

Applicability: Contract Workhours and Safety Standards Act Requirements (CWHSSA) requires contractors and subcontractors on covered contracts to pay laborers and mechanics employed in the performance of the contracts one and one-half times their basic rate of pay for all hours worked over 40 in a workweek and prohibits unsanitary, hazardous, or dangerous working conditions on federally assisted projects. The Wage and Hour division (WHD) within the U.S. Department of Labor (DOL) enforces the compensation requirements of this Act, while DOL’s Occupational Safety and Health Administration (OSHA) enforces the safety and health requirements.

Jefferson County urges all contractors, regardless of funding sources for projects, to follow all applicable Federal and State labor laws.

For Professional Services: This provision applies to professional service agreements that exceed $100,000 and employs laborers, mechanics, watchmen, and guards This includes members of survey crews and exploratory drilling operations.

Use of Provision: The following text will be included in applicable contracts without modification:

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 (1) of this clause, 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 (1) of this section, in the sum of $27.00 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 (1) of this clause.

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 (2) of this clause.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (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 (1) through (4) of this clause.

G. Rights to Inventions

Source: 2 CFR § 200 Appendix II (F)

37 CFR § 401

Applicability: This provision applies to all contracts and subcontracts with small business forms or nonprofit organizations that include performance of *experimental, developmental, or research work*. This clause is not applicable to construction, equipment, or professional service contracts unless the contract includes *experimental, developmental, or research work*. 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.”

Use of Provision: When applicable, the sponsor’s language in the contract must fully satisfy the requirements of Appendix II to 2 CFR part 200.

H. Clean Air and Water Pollution Control

Source: 2 CFR § 200 Appendix II (G)

29 CFR Part 5

Applicability: This provision is required on all contracts and lower tier contracts that exceed $150,000.

Use of Provision: The following language will be included in applicable contracts:

1. Contractor agrees to comply with all applicable standards, orders, and regulations 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. § 1251-13870). The contractor agrees to report any violation to the owner immediately upon discovery. The owner assumes responsibility for notifying the EPA and the FAA.

I. Debarment and Suspension

Source: 2 CFR Part 180 (Subpart C) 2 CFR Part 3000

2 CFR Part 1200 DOT Order 4200.5

Applicability: Required in all FEMA grant and cooperative agreement programs, regardless of amount. This requirement applies to covered transactions as defined in 2 CFR part 180. AIP funded contracts are non-procurement transactions as defined by §180.970. Covered transactions include any AIP-funded contract, regardless of tier, that is awarded by a contractor, subcontractor, supplier, consultant, or its agents or representative in any transaction, if the amount of the contract is expected to equal or exceed $25,000. Jefferson County must verify that the firm or individual that is entering into a contract with is not presently suspended, excluded, or debarred by any Federal department or agency from participating in federally assisted projects. This is accomplished by:

1. Checking SAM.gov to verify the firm's or individual's status;
2. Collecting a certification from the firm or individual that is not suspended, debarred, or excluded; and
3. Incorporating a clause into the contract that requires lower tier contracts to verify that no suspended, debarred, or excluded firm or individual is included in the project.

See Section 13, Paragraph E above for more information on SAM.gov.

Use of Provision: When applicable, the sponsor's language in the contract must fully satisfy the requirements of Appendix II to 2 CFR part 200.

J. Lobbying and Influencing Federal Employees

Source: 2 CFR § 200 Appendix II (J) 31 USC § 1352 – Byrd Anti-Lobbying Amendment

49 CFR Part 20, Appendix A 44 CFR Part 18

Applicability: This requirement applies to all FEMA grant and cooperative agreement programs. Consultants and contractors that apply or bid an award of $100,000 or more must certify 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 another award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Use of Provision: When applicable, the sponsor's language in the contract must fully satisfy the requirements of Appendix II to 2 CFR part 200 Appendix (J) and 31 USC 1352.

If applicable, contractors ***must sign and submit*** to Jefferson County the "**Certification Regarding Lobbying**" Form included in this bid specification.

K. Procurement of Recovered Materials

Source: 2 CFR § 200 Appendix II (J) Solid Waste Disposal Act

40 CFR Part 247 2 CFR § 200.322

Applicability: Sponsors of AIP funded development and equipment projects must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Section 6002 emphasizes maximizing energy and resource recovery through use of affirmative procurement actions for recovered materials identified in the EPA guidelines. When acquiring items designated in the guidelines, the sponsor must procure items that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

This requirement applies to:

- All contracts awarded by a non-Federal entity under FEMA grant and cooperative agreement programs.
- All construction and equipment projects.
- Any contract, professional and property acquisition, that includes procurement of a product that exceeds $10,000.

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.

Use of Provision: When applicable, the sponsor's language in the contract must fully satisfy the requirements of Appendix II to 2 CFR part 200.

L. Access to Records and Reports

Source: 2 CFR § 200.333 FAA Order 5100.38

2 CFR § 200.336

Applicability: 2 CFR § 200.333 requires a sponsor to retain records pertinent to a federal award for a period of three years from submission of final closure documents. 2 CFR § 200.336 establishes that sponsors must provide Federal entities the right to access records pertinent to the Federal award. FAA policy extends these requirements to the sponsor's contracts and subcontracts of AIP funded projects.

Use of Provision: When applicable, the sponsor's language in the contract must fully satisfy the requirements of Appendix II to 2 CFR part 200. The following will be in applicable contracts:

1. The contractor must maintain an acceptable cost accounting system. 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 maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters have been resolved.
3. 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.
4. 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.
5. 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.

M. Affirmative Action Requirement

Source: 41 CFR Part 60-4 FAA Order 5100.38

Executive Order 11246

Applicability: Sponsors are required to set goals for minority participation in AIP funded projects exceeding $10,000. The goals for minority participation derive from Economic Area (EA) and Standard Metropolitan Statistical Area (SMSA) as established in Volume 45 of the Federal Register dated 10/03/80. Page 65984 contains a table of all EAs and SMSAs and the associated minority participation goals.

Executive Order 11246 has set a goal of 6.9% nationally for female participation for all construction projects. This value remains constant for all counties and states.

Contract Types:

- Construction: The sponsor must incorporate this notice in all solicitations for bids or requests for proposals for AIP funded construction work contracts and subcontracts that exceed $10,000.

- Equipment: The sponsor must incorporate this notice in all solicitations for equipment project exceeding $10,000 that involves installation of equipment onsite (e.g. electrical vault equipment, generators). This provision does not apply to equipment acquisition projects where the manufacturer of the equipment takes place offsite at a manufacturer's plant (e.g. firefighting and vehicles).

- Professional Services: The sponsor must incorporate this notice in any professional service agreement if the agreement includes tasks that meet the definition of construction work, as defined by the DOL, and exceeds $10,000.

Use of Provision: When applicable, the sponsor's language in the contract must fully satisfy the requirements of 41 CFR Part 60-4. The following will be in applicable contracts:

Solicitation Clause:

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractors aggregate workforce in each trade on all construction work in the covered area, are as follows:

    a. Goals for minority participation for each trade: 1.95%

    b. Goals for female participation in each trade: 6.9%

These goals are applicable to all of the contractor's construction work, whether or not it is federal or federally assisted, performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR Part 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with these goals will be measured against the total work hours performed.

The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of these subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As used in this notice and in the contract resulting from this solicitation, the covered area is Texas, Jefferson County, Beaumont.

N. Buy American Preferences

Source: 49 USC § 50101

Applicability: the buy American preference requirement in 49 USC § 50101 requires that all still in manufactured goods used on AIP projects be produced in the United States. This statute gives the FAA the ability to issue a waiver to a sponsor to use non-domestic material on an AIP funded project subject to meeting certain conditions a sponsor may request that the FAA issue a waiver from the by American preference requirements if the FA finds that:

1. Applying the provision is not in the public interest;
2. The steel or manufactured goods are not available in sufficient quantity or quality in the United States;
3. The cost of components in subcomponents produced in the United States is more than 60% of the total components of a facility or equipment, and final assembly has taken place in the United States. Items that have an FAA standard specification item number, such as specific airport lighting equipment, are considered the equipment.
4. Applying this provision would increase the cost of the overall project by more than 25%.

For construction and equipment procurement projects, language, forms, and references to 49 USC § 50101 will be included in the solicitation.

Professional Service Agreements typically do not result in a deliverable that meets the definition of a manufactured product. If a PSA includes providing a manufactured good as a deliverable under the contract, the sponsor must include the Buy American Preference provision in the agreement.

Use of Provision: When applicable, the sponsor's language in the contract must fully satisfy the requirements of 49 USC § 50101.

O. Civil Rights

Source: 49 USC § 47123 Title VI of the Civil Rights Act of 1964

FAA Order 1400.11 US DOT Order 1050.2

Applicability: Title VI of the Civil Rights Act of 1964, as amended, Title VI, prohibits discrimination on the grounds of race, color, or national origin under any program or activity receiving Federal financial assistance. Sponsors must include appropriate clauses from the Standard DOT Title VI Assurances in all contracts and solicitations.

The text of each individual clause comes from the U.S. DOT Order 1050.2 Standard Title VI Assurances and Nondiscrimination Provisions, effective 04/24/2013. These assurances require the sponsor insert the appropriate clauses in the form provided by the DOT. Where the clause refers to the applicable activity, project, or program, it means the AIP project.

Title VI Solicitation Notice

Jefferson County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC § 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of any contract as a result of this bid, the Contractor, for itself, its assignees, and successors in interest, hereinafter referred to as the Contractor, agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

- Title VI of the Civil Rights Act of 1964
- 49 CFR part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- Section 504 of the Rehabilitation Act of 1973
- The Age Discrimination Act of 1975
- Airport and Airway Improvement Act of 1982
- The Civil Rights Restoration Act of 1987
- Titles II and III of the Americans with Disabilities Act of 1990
- The Federal Aviation Administration's Nondiscrimination Statute
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency
- Title IX of the Education Amendments of 1972

P. Disadvantaged Business Enterprise

Source: 49 CFR part 26

Applicability: A sponsor that anticipates awarding $250,000 or more in AIP funding prime contracts in a federal fiscal year must have an approved Disadvantaged Business Enterprise (DBE) program on file with the FAA Office of Civil Rights (§26.21). The approved DBE program will identify a 3-year overall program goal that the sponsor bases on the availability of ready, willing, and able DBEs relative to all businesses ready, willing, and able to participate on the project. (§26.45).

Sponsors with a DBE program on file with the FAA must include the three following provisions, if applicable:

- Clause in all solicitations for proposals for which a contract goal has been established;
- Clause in each prime contract, and;
- Clause in solicitations that are obtaining DBE participation through race/gender neutral means.

As a condition of bid responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

1. Names and addresses of the DBE firms that will participate in the contract;
2. A description of the work each DBE firm will perform;
3. Percentage/dollar amount of the participation of each DBE firm listed under 1.
4. Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
5. If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in 49 CFR part 26 Appendix A

The requirements of 49 CFR part 26 apply to this contract. It is the policy of Jefferson County to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. Jefferson County encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

DBE Contract Assurances

Contracts as a result of this bid will include contract assurances per §26.13, if applicable:

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

1. Withholding monthly progress payments;
2. Accessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (§26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from Jefferson County. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of Jefferson County. This clause applies to both DBE and non-DBE subcontractors.

Q. Distracted Driving

Source: Executive Order 13513 2 CFR §200.67

DOT Order 3902.10

Applicability: The FAA encourages recipients of federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

Use of Provision: The following clause will be included in all Federally-assisted contracts regardless of amount:

In accordance with executive order 13513, federal leadership on reducing text messaging while driving, Andy OT order 3902.10, text messaging while driving, the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, Jefferson County encourages the contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles Papa forming work activities associated with the project. The contractor must include the substance of this clause and other sub tier contracts exceeding $3,500 that involve driving a motor vehicle and performance of work activities associated with the project.

R. Compliance with Federal Law, Regulations, and Executive Orders

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

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.

"*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."*

S. No Obligation by Federal Government

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

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."

T. Program Fraud and False or Fraudulent Statements or Related Acts

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.

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."

Section 16. Rating Criteria

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

- **Adherence to County Policy and Other Requirements, Debarment Statement, Conflict Disclosure**
    - Pass / Fail
- **Firm's Capability to Provide the Services – 40%**
    - Capability to perform all or most aspects of the project and recent experience with comparable airport improvement projects.
- **Project Understanding and Approach – 30 %**
    - Project understanding and approach; must be able to demonstrate an understanding and familiarity of these types of projects and describe your approach to completing projects.
- **Staff Qualifications – 10 %**
    - Key personnel, including subs, professional qualifications and experience and availability, and knowledge of FAA/Federally-Funded/CARES Act Grant funded project regulations, policies, and procedures.
- **Ability to Meet Timeline – 10%**
    - Demonstrated capability to deliver services in a timely manner.
- **DBE Goals & Good Faith Efforts – 10 %**
    - Ability to meet DBE goal of 1.95% and documenting good faith efforts.

Evaluation:

All submittals received will be evaluated and ranked upon the responsiveness to the RFQ. A minimum of two firms may be selected for further evaluation and requested to participate in a formal interview as part of the selection process. Alternatively, the most qualified firm or team may be selected directly following the evaluation.

Scope of Work/Fee Proposal:

Following the selection process, the County/Airport will enter into contract negotiations with the selected individual/firm. The County and individual/firm will meet to discuss the proposed services and scope of work. The firm will then be expected to prepare and submit a detailed breakdown proposal detailing hourly rates, markups, anticipated reimbursable expenses, direct salary costs, labor, general and administrative overhead, and profit data for the project. A cost analysis may be performed for each of these negotiations. Work will be performed under a lump sum basis or a not to exceed basis. If negotiations fail, either in scope of work or other contract items, the County will then enter into negotiations with the next highest qualified consultant.

Fees, rates, and other monetary considerations are not to be discussed during the Qualification process.

Section 17. Submission Requirements

Respondents are responsible for submitting: **One (1) original and four (4) proposal copies; with all copies to include a completed copy of this specifications packet, in its entirety.**

Additionally, Respondent must monitor the Jefferson County Purchasing Department Website 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.

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, July 28, 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.

DEADLINE FOR QUESTIONS:

The deadline for asking questions in writing or requesting additional information (in writing or in person) is:

5:00 pm CT, Wednesday, July 21, 2021.

Please direct all questions to Jamey West, Assistant Purchasing Agent via email at: jwest@co.jefferson.tx.us
Questions regarding the scope of work must be directed to Jamey West in order to keep an accurate record of communication among all parties.

Courthouse Security:
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. 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. Respondents are strongly urged to plan accordingly.

County Holidays – 2021:

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.

VENDOR REFERENCES

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

THIS FORM MUST BE RETURNED WITH YOUR OFFER.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

<u>Respondent</u>: Complete & Return this Form with Qualifications Submission.

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

_____

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

_____

Date

<u>Respondent</u>: Complete & Return this Form with Qualifications 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 sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants 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 Proposal (RFP) 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., “RFP-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 Red

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a.bid/offer/application _____ b. initial award c. post-award	**3. Report Type:** a. initial filing _____ b. material change **For material change only:** Year _____ quarter _____ Date of last report_____

4. Name and Address of Reporting Entity: ____ Prime _____ Sub-awardee Tier_____, if Known: **Congressional District,** *if known*:	**5. If Reporting Entity in No. 4 is Sub-awardee,** Enter Name and Address of Prime: **Congressional District,** *if known*:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. 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)**

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>: Complete & 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

<u>Respondent</u>: Complete & 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>: Complete & Return this Form with Qualifications Submission.

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

_____, 2021.

_____
Notary Public

State of _____

My Commission Expires: _____

<u>Respondent</u>: Return this Form with Qualifications Submission.

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

June 29, 2021

Request for Statements of Qualification (RFQ 21-044/JW)
Professional Engineering Services for Rehabilitation of Main Terminal HVAC
at the Jack Brooks Regional Airport

You are invited to submit a statement of qualifications in accordance with (RFQ 21-044/JW) Professional Engineering Services for Rehabilitation of Main Terminal HVAC at the Jack Brooks Regional Airport. Jefferson County is requesting statements of qualifications from qualified Engineering Consulting Firms to provide: project administration, design services, bidding services, and construction phase services for an HVAC Rehabilitation project for the Jack Brooks Regional Airport. This project is intended to be funded by the Federal Aviation Administration (FAA) Airport Improvement Program (AIP)/CARES Act Grant to the Airport.

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

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

Responses are to be sealed and addressed to the Purchasing Agent with the request for qualifications number and name marked on the outside of the envelope or box. All responses shall be submitted with an original and (4) four copies, to the Jefferson County Purchasing Department, 1149 Pearl Street, 1st Floor, Beaumont, Texas 77701, no later than 11:00 am CT, Wednesday, July 28, 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 Rehabilitation of Main Terminal HVAC at the Jack Brooks Regional Airport**
REQUEST NO:	**RFQ 21-044/JW**
DUE DATE/TIME:	**11:00 am CT, Wednesday, July 28, 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 Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

Published:
June 30 & July 7, 2021
Beaumont Enterprise and Port Arthur News:

July 1 ,2021
The Examiner

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Request for Statements of Qualification (RFQ 21-044/JW)
Professional Engineering Services for Rehabilitation of Main Terminal HVAC at the Jack Brooks Regional Airport

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Section 1. Background Information, Introduction, and Purpose:

Background Information:

Jack Brooks Regional Airport, located in Jefferson County, serves an expanding regional population in excess of 500,000. Situated on 1,180 acres in the heart of Jefferson County, just minutes away from anywhere in the Beaumont, Port Arthur, and Orange geographic areas and only an hour away from Houston, TX and Lake Charles, LA.

Introduction:

Jefferson County is seeking interested firms to submit their qualifications to provide professional engineering services for an HVAC Rehabilitation project at the Jack Brooks Regional Airport. This project is intended to be funded by the Federal Aviation Administration (FAA) Airport Improvement Program (AIP)/CARES Act Grant to the Airport.

The professional engineering services for this project includes, but not limited to: design services, preparation of bid documents (plans, drawings and specifications), construction contract administration, and construction project management.

The County **highly** encourages Disadvantaged Business Enterprises (DBEs) to participate in the qualifications submission process for this project in order to help the airport meet the participation goal of **1.95%.**

Section 2. Scope of Work

Design Service Scope
BPT – Jack Brooks Regional Airport
Project: **Terminal HVAC Rehab**

The consultant will provide the required professional services to design the rehabilitation and replacement of equipment in the Main Terminal HVAC System at the Jack Brooks Regional Airport. This work will be performed under a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant to the Airport.

The selected firm is expected to demonstrate knowledge and proficiency of all FAA, State and Local standards and guidance, regardless if they are not listed exhaustively in this RFQ. Further, the selected firm is required to have experience with or in-house capabilities, or sub-consultant capabilities, in: Electrical Engineering, Estimating / Cost Analysis, International Building Codes, prevailing Architectural, Engineering and Specialty Disciplines necessary to complete the project as described below.

All work products developed by the selected firm will be subject to FAA and Jefferson County document review.

Consultant will provide cost effective alternatives and solutions to items listed below, longevity and maintenance are priority considerations. ADA compliance on all items not specifically identified.

All respondents will be allowed site visits to inspect the facilities. Respondents are to coordinate site visits with Airport Administration prior to visit. Specific questions regarding the scope are directed to Jefferson County Purchasing Department for full transparency and equitable dissemination of relevant information to all interested parties.

Main Terminal HVAC Rehab:

- Replacement of inoperable chiller
- Replacement of inoperable chilled water pump
- Replacement of corroded pipes, pipe insulation,
- Replacement of air handling units

Phase 1 – Project Administration

Consultant will serve as Owner's representative for the project and furnish consultation and advice to the Owner during the performance of this service. Consultant will attend meetings as necessary with local officials, state and federal agencies, and others regarding the scope of the proposed project, general design, functions, and impacts.

Phase 2 –Design Services

Initially, consultant is to identify and evaluate alternatives to assure cost effective and practical solutions for the work items identified.

Consultant will complete its evaluation of alternatives and practical design approach with Airport personnel. The design will take advantage of local knowledge and experience and utilize expertise from previous projects to design a cost-effective project and ensure competitive construction bids.

Consultant will prepare detailed construction drawings, specifications, instructions to bidders, and general and specific provisions, all based on guides furnished by Consultant and FAA, or internally provided by Consultant.

Contract Documents, plans, specifications, cost estimates, construction timelines, will be prepared for award of one construction contract. These designs shall conform to the standards of practice ordinarily used by members of Consultant's profession practicing under similar conditions and shall be submitted to the FAA, the Airport, and Jefferson County, as necessary, to receive approval.

Activities include:

1. Coordinate and meet with Airport personnel and Main Terminal tenant's personnel to minimize day-to-day operations.
    a. Special Note 1: This project will be time sensitive as GSA/TSA lease and Federal Employee guidelines specify environmental conditions in which Federal employees can work in, i.e. temperature extremes in office settings.
    b. Special Note 2: This work will be conducted in and near sensitive security areas. Consultant will need to incorporate appropriate security provisions in construction contract to address TSA and FAA regulations.
2. Prepare a preliminary estimate of probable construction costs and schematic design for each project element.
    a. Consultant will develop, reviewing previous cost data and market condition, and Engineer's Opinion of Probable Costs.
3. Preparation of a Quality Control Plan will include the project background and scope, stakeholder contact information, project team and roles, design criteria, project schedule, and quality control procedures
    a. Quality control review will be conducted prior to design submission to Airport.
4. Record Document Review: Consultant will review construction documents provided by the Airport to evaluate existing conditions, may include record drawings, record surveys, utility maps, and previous design reports.
5. Site Visits: Consultant will perform site visits as required to review and verify existing condition.
6. Technical Design: consultant will develop a detailed listing of the applicable HVAC design conditions, temperatures, air changes, relative humidity, wind speed and direction, etc. Consultant will provide HV AC design for renovated terminal HVAC systems including:
    a. replacement of the existing air handlers (AHU-1, AHU-2, AHU-3, & AHU-4)
    b. replacement of the existing Trane air cooled chiller which is currently inoperable.
    c. replacement of the existing chilled water pump associated with the existing inoperable air-cooled chiller.
    d. replacement of the existing heating water boiler in associated pumps
    e. replacement of exterior chilled water in heating water piping, piping insulation, and jacketing. new HVAC controls from new equipment compatible with existing control systems.
    f. Consultant will perform necessary HVAC load calculations to identify the peak requirements for heating, air conditioning, ventilation, humidification, and total airflow.
    g. consultant will perform all necessary electrical design associated with the HVAC modifications. analysis includes existing in new equipment loads and panel capacity, and providing design for electrical provisions, if necessary, of new and replaced equipment.

7. Technical Specifications:
    a. Detailed specifications shall be developed using FAA Standards for Specifying Construction for Airports AC 150 /5370-10 (latest edition) or other appropriate standards approved for use by the FAA. Additional supplementary specifications will be developed, as necessary, when not covered by existing FAA or local standards.

8. Contract Document Construction:
    a. Consultant will develop construction documents that include all necessary provisions of 2 CFR 200, AC 150/5370-10, and any other federal, state, and local requirements. Special provisions of related to the CARES Act must be included in the construction contract as well.
9. 100% Final Design
    a. Consultant will develop 100% final design plans, specifications, and engineer's reports and submit these to owner for review. Owner estimates review of the design submission will take 2 weeks. Consultant will then develop 100% Invitation for Bid (IFB) plans and specifications, that include all necessary provisions to meet 2 CFR 200, and relevant FAA and Federal guidelines.
    b. Develop Security Plan – contractors will have access to sensitive security areas, Consultant to coordinate security plan to meet Airport's ASP, ACM, and TSA and FAA security provisions.
    c. Obstruction Analysis – Consultant to file an OA due to use of hoists/cranes.
    d. Final design documents are to provide sufficient information and detail to illustrate, describe, and clearly delineate the design intent of the Consultant and enable all contractors to bid uniformly.
        i. Provide final estimate of probable construction costs and quantities and schedule for the project.
        ii. Incorporate specifications required in AC 150/5370-10 Standards for Specifying Construction of Airports, and any other FAA Advisory Circular relevant to the project.
        iii. Prepare project specifications and contract documents.

Phase 3 – Bidding Services

Consultant will assist the Owner with the County's bidding process for one prime contract for construction, materials, equipment, and services. Consultant will maintain a record for prospective bidders to whom Bidding Documents have been issued and attend pre-bid meeting(s). All advertising costs are paid by the Owner.

1. Assist Jefferson County Purchasing Department with advertising and interpretation of project requirements.
2. Attend Pre-Bid meeting(s) to provide clarity and answer technical questions.
    a. Issue addenda to the bid, as appropriate and necessary, to interpret, clarify, or expand the Bidding Documents.
3. Assist with bid-opening, if necessary and assist Jefferson County Purchasing Department in recommended of award for contractor selection based on received construction bids.
    a. Return bid bonds to the unsuccessful bidders.
4. Consultant will make recommendations and determine the acceptability of substitute materials and equipment proposed by contractor(s) when substitution prior to the award of contracts is allowed by Bidding Documents and local, state and federal procurement guidelines.
5. Assist Purchasing Department with Notice of Award and Notice to Proceed.
    a. Solicit and review bonds, insurance certificates, construction schedules.

Consultant does not have to be present at bid opening. Consultant will prepare a bid tabulation and assist the Owner in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment, and services. Consultant will assist the Owner in the execution of all contract documents and furnish a sufficient number of executed documents for the Owner, Contractor, and FAA.

Consultant will coordinate with Owner to review and update DBE goals and make sure all available DBEs are contacted and included in bidding opportunities.

Project Deliverables:

- Construction Cost Estimate
- 60% Preliminary Design
- 100% Preliminary Design
- 100% Issued for Bid

Phase 4 – Construction Phase Services

During construction, the consultant will assist the Owner to monitor and document progress for quality and cost.

Activities Include:

1. Conduct pre-construction conference.
    a. Review sensitive aspects of the project (Security, Timelines, Federal Requirements during Construction, etc.)
2. Provide resident project representative (RPR) services. At the owner's discretion to utilize consultant or choose to have a separate consultant perform RPR services. RPR activities include:
    a. Monitor and document construction progress for quality and cost.
        i. Submit weekly construction progress reports to Airport to forward to FAA (required).
    b. Confirm conformance with schedules, plans, and specifications,
    c. Measure and document construction pay quantities,
    d. Document significant conversations or situations,
    e. Document input or visits by local authorities.
    f. Conduct and document periodic wage rate interviews, as necessary to conform to 2 CFR 200 and 29 CFR Part 5.
3. Continually update Airport on project progress and problems. Consultant to provide solutions and or alternatives during the construction phase when in the best interest of the Airport and Sponsor.
4. Prepare and submit inspection reports (FAA Form 5370-1) to Owner and FAA as required in AC 150/5370-12B.
5. Prepare changes orders and submit to Purchasing to formally execute in Commissioner's Court.
    a. Change orders are only enforceable after approval and execution by Commissioners Court.
6. Prepare and confirm monthly payment request
7. Conduct or monitor quality control testing
8. Conduct final project inspection with airport personnel and recommend release of retainage.
9. Prepare and deliver as-built construction plans (hard copy and electronic) to Airport and County Engineer's Office.
    a. Consultant will provide the owner a manual that contains the relevant documentation as to the specific equipment installed, warranty information, owners manuals, training required, etc.
10. Prepare project closeout report for submittal to FAA.

Section 3. Minimum Respondent Qualifications

The County intends to negotiate an agreement with the firm selected through this competitive RFQ process to provide all, some, or none of the consultant technical services related to the project(s) described herein. Respondents may form a team with other firms to perform the required tasks. The best qualified firm will have a Consultant Project Manager as well as key technical leads, all who are best qualified to serve the Airport in a consistent and efficient manner. In addition, the best qualified firm will have evidenced in their approach, with supporting prior experience, an understanding that demonstrates the firm's ability to meet the Airport's specific needs for this solicitation and experience coordinating with key stakeholders.

All respondents to this request must:

- Be an experienced firm or team that can demonstrate having had a broad background and extensive experience in project design, bidding phase services, and construction project management.
- Have no record of unsatisfactory performance. Proposers who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Consultant, shall be presumed to be unable to meet this requirement.
- Have an active registration status with no exclusion(s) with the System for Award Management (SAM).
- Have the ability to maintain adequate files and records and meet statistical reporting requirements.
- Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trial.

Section 4. Procedure

Firms are encouraged to submit statements of qualifications and experience. The Purchasing Agent will appoint a selection committee, which will evaluate qualified responses. Responses will be ranked on the basis of demonstrated experience, competence, and qualifications. Fees, price, work hours, or any other cost information will not be considered in the development of the short list. *Discussions and questions related to budgetary considerations are prohibited. Negotiation of the fee will commence after the selection process has finished.*

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

Section 6. Laws and Regulations

The Professional Engineering Firm(s) must comply with all laws, ordinances, and rules and regulations which govern the work specified in this contract.

This RFQ will follow guidelines set forth in FAA Advisory Circular 150/5100-14E (or current version) and 2 CFR 200, for the purpose pf selection engagement of architectural, engineering, and planning consultants.

Section 7. Insurance

The contractor (including any and all subcontractors as defined in Section 8 below) must provide proof of insurance at the time of award and at all times during the term of any contract as a direct result of this RFQ, and 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

7.1 Definitions:

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

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

7.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent

contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 9. 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.
- **Minimum of (5) copies (to include: one original, four copies)** of the written responses are required.

  All Copies are to include RFQ specifications document with all forms completed, **in its entirety**.
  Note: The inclusion of these specifications (32 pages) in their entirety, completed FORM 1295, SAM Registration Status/Proof, and Certificate of Insurance documents are not to be included in response page count.
- **Maximum of (30) pages**, typed, front and back or single sided, with each page clearly numbered at the bottom of the page.

Section 10. Statement of Qualifications and Experience

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

1) Company Information

a) Business name and legal entity.
   i) Federal Tax ID number
   ii) Local and Corporate/Main Office address and mailing address, telephone, and email contact information
   iii) Whether the prime consultant is a single entity, partnership, corporation, or other legal entity recognized in the State of Texas.
   iv) Controlling interest in any other firms providing equivalent or similar services, as well as financial interest in other lines of business.
   v) Brief history of your company, include number of years in business under present name, prior business names.

b) Organization chart, (clearly define respondent if working alone or with a team)

c) Statement that demonstrates capacity to perform the required services (minimum qualifications), including other firms if a team.

d) Contact information of person(s) who are authorized to negotiate and contractually obligate the firm, one of these people must sign the RFQ response.

2) Experience and Expertise of the Prime Consultant and Sub Consultants

a) Brief introduction of all participating firms.

b) DBE participation *(If the firm responding is a certified DBE or in the process of becoming a DBE, that fact needs to be clearly stated in response*).
   i) Identify any DBE's and Minority Businesses that will be a part of the team and approximate percentage of the work they will be performing.
   ii) Firm's experience working together.
   iii) Statement signed by any sub-consultant that the sub will perform all work as described.

c) Description of representative work accomplished for all jobs within the past five (5) years.

d) Describe reasons why the firm(s) would be uniquely qualified to provide the services (as described within this RFQ) to Jefferson County/Jack Brooks Regional Airport.

e) List of applicable licenses presently held and indicate ability to obtain any additional licenses or permits that may be required.

3) Personnel and Team Organization

a) Confirmation that firm has adequate and experienced staff that are trained to perform the tasks requested in this RFQ.

b) Experience of principal individuals, of the consultant or team, stating current positions, years of service experience, and identify specific projects worked on that are similar in nature to the project(s) described in this RFQ and roll in said projects.

c) Provide resumes of the proposed staff for this solicitation (limit 1 resume to 1 page, does not count against the maximum page limit)

4) Project Approach

a) Provide an overview describing the general approach and methodology of conducting the general services identified in this RFQ. Please use this section to describe any services above and beyond previous identified projects that your firm believes are important and relevant to this project.

b) Provide a project schedule illustrating the firm's approach and expected outcomes. Include any governmental review steps (Federal, State, Local, etc.)

5) Identification of any pending debarment, litigation, convictions, or adverse court rulings of all officers, consultants, and employees, and any conflict disclosure.

a) Affirmation that commitments, current or potential, may impact the proposer's ability to perform.

6) List of references, other than Jefferson County/Jack Brooks Regional Airport, who have contracted the type(s) of work that your firm is offering to perform. A reference form "*Vendor References*" is included in this package on Page 24.

7) Evidence of insurance.

8) Proof of Registration with the System for Award Management. See Section 13 (Item E), Page 10.

Section 11. Additional Information

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

Section 12. 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 13. Terms and Conditions

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

B. 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.

C. The Engineering Individual/ 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.

D. No reports, information, or data given to or prepared by the Engineering Individual/Firm under contract shall be made available to any individual or organization by the Engineering Individual/Firm without the prior written approval of the County.

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

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

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

   c. Respondents are required to submit proof of their SAM Registration with their response.

F. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)
   a. 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.
   b. 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.
   c. 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."
      i. A completed Form 1295 is not required for:
         1. a sponsored research contract of an institution of higher education;
         2. an interagency contract of a state agency or an institution of higher education;
         3. 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 or any qualified vendor is eligible for the contract;
         4. a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;
         5. a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code;
         6. a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code
   d. Upon entering into a contract or professional agreement, the Jefferson County Purchasing Department will submit a request to the Vendor to both:
      i. Submit a FORM 1295 online via the Texas Ethics Commission website link below.
         1. Vendors must enter the required information on Form 1295, and print a copy of the completed form.
         2. The form will include a certification of filing that will contain a unique certification number.
      ii. Submit a FORM 1295 hard copy (completed and signed by an Authorized Agent of the Awarded Vendor) to the Jefferson County Purchasing Department.
   e. FORM 1295 Completion Instructions and Login Instructions are available the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Section 14. Minority-Business 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.

Affirmative Steps pursuant to 2 CFR §200.321

Good faith efforts will be taken to assure small and minority firms are used whenever possible, consistent with 49 CFR part 26. These steps and efforts include, but not limited to:

- Including qualified small business and minority forms on solicitation lists
- Assure that small businesses and minority firms are solicited whenever they are potential sources. Consultation with Airports Division, Office of Civil Rights and or State transportation offices is used.
- When economically feasible, the total requirements will be divided into tasks to permit maximum small business and DBE firm participation.
- Encourage consultants to subcontract portions of the work, even when they might otherwise perform the work with their own forces.

For the purposes of this RFQ, respondents are to provide the following information:

- Certification of any DBEs on this project.
- Percentage of project DBEs will work on, if part of a team.
- The Consultant must clearly state that they have no DBEs on their team, if applicable. If Consultant has minority businesses as part of a team or is a minority business registered with the State of Texas but is not certified as a DBE, that information must also be clearly stated in response.

Section 15. Federal Mandated Contract Provisions

Some or all of the provisions in this section will be incorporated into a professional service agreement as a result of this solicitation.

A. Breach of Contract Terms / Remedies

Source: 2 CFR § 200 Appendix II (A)

Applicability: This provision requires Jefferson County, as the Airport Sponsor, to incorporate administrative, contractual, or legal remedies if contractor/consultant violate or breach contract terms. The sponsor must also include appropriate penalties and sanctions. Language acceptable to meet the intent of this requirement will be included in contractual documents.

This requirement applies to all FEMA grant and cooperative agreement programs

Contract Types: This provision is required for all contracts that exceed the simplified acquisition threshold as stated in 2 CFR § 200, Appendix II (A). This threshold is occasionally adjusted for inflation and is now equal to $150,000.

B. Termination of Contract (for Cause and Convenience)

Source: 2 CFR § 200 Appendix II (B)

FAA Advisory Circular 150/5370-10, Section 80-09

Applicability: This provision requires Jefferson County, as the Airport Sponsor, to incorporate in all contracts over $10,000, a provision that addresses termination for cause and termination for convenience, by the sponsor. The contractual provision must address the manner by which the sponsor's contract will be affected and the basis for settlement. Language acceptable to meet the intent of this requirement will be included in contractual documents.

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

Contract Types: This provision is required for all contracts that exceed $10,000.

C. Equal Employment Opportunity

Source: 2 CFR § 200 Appendix II (C) 41 CFR § 60-1.4

Executive Order 11246 41 CFR § 60-4.3

Applicability: The purpose of this provision is to provide equal opportunity for all persons, without regard to race, color, religion, sex, or national origin who are employed or seeking employment with contractors performing under a federally assisted construction contract. There are two provisions, a construction clause and a specification clause.

The equal opportunity contract clause must be included in any contract or subcontract when the amount exceeds $10,000. Once the equal opportunity clause is determined to be applicable, the contract or subcontract must include the clause for the remainder of the year, regardless of the amount of the contract.

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

Contract Types: This provision is required for all contracts that exceed $10,000.

Use of Provision: 41 CFR 60-1.4 provides the mandatory **contract** language. 41 CFR 60-4.3 provides the mandatory **specification** language. The sponsor will incorporate these clauses without modification.

Note: Any contracts resulting from this RFQ will have the requisite language as set forth in 2 CFR 200 App II, 41 CFR 60-1.4, 41 CFR 60-4.3, and Executive Order 11246.

D. Davis-Bacon Requirements

Source: 2 CFR § 200 Appendix II (D)

29 CFR Part 5

Applicability: The Davis-Bacon Act ensures that laborers and mechanics employed under the contract receive pay no less than the locally prevailing wages and fringe benefits as determined by the Department of Labor.

For Professional Services: The emergence of different project delivery methods has created situations where Professional Service Agreements (PSAs) includes tasks that meet the definition of construction, alteration, or repair as defined in 29 CFR Part 5. If such tasks result in work that qualifies as construction, alteration, or repair and it exceeds $2,000, the PSA must incorporate this clause.

Use of Provision: 29 CFR 5 establishes the specific language the sponsor must use without modification. A/E firms that employ laborers and mechanics on a task that meets the definition of construction, alteration, or repair are acting as a contractor. The sponsor may not substitute the term “Contractor” for “Consultant” in such instances.

E. Copeland Anti-Kickback

Source: 2 CFR § 200 Appendix II (D)

29 CFR Part 3 & Part 5

Applicability: The Copeland Act (18 USC 874 and 40 USC 3145) makes it unlawful to induce by force, intimidation, threat of dismissal from employment, or by any other manner, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment. The Copeland Act also requires each contractor and subcontractor to furnish weekly a statement of compliance with respect to the wages paid each employee during the preceding week.

It DOES NOT apply to the FEMA Public Assistance Program.

For Professional Services: The emergence of different project delivery methods has created situations where Professional Service Agreements (PSAs) includes tasks that meet the definition of construction, alteration, or repair as defined in 29 CFR Part 5. If such tasks result in work that qualifies as construction, alteration, or repair and it exceeds $2,000, the PSA must incorporate the Copeland Anti-kickback provision.

Use of Provision: 29 CFR 5 establishes the specific language the sponsor must use without modification. A/E firms that employ laborers and mechanics on a task that meets the definition of construction, alteration, or repair are acting as a contractor. The sponsor may not substitute the term “Contractor” for “Consultant” in such instances.

F. Contract Workhours and Safety Standards Act Requirements

Source: 2 CFR § 200 Appendix II (E) 29 CFR Part 5

40 U.S.C. § 3701-3708

Applicability: Contract Workhours and Safety Standards Act Requirements (CWHSSA) requires contractors and subcontractors on covered contracts to pay laborers and mechanics employed in the performance of the contracts one and one-half times their basic rate of pay for all hours worked over 40 in a workweek and prohibits unsanitary, hazardous, or dangerous working conditions on federally assisted projects. The Wage and Hour division (WHD) within the U.S. Department of Labor (DOL) enforces the compensation requirements of this Act, while DOL’s Occupational Safety and Health Administration (OSHA) enforces the safety and health requirements.

Jefferson County urges all contractors, regardless of funding sources for projects, to follow all applicable Federal and State labor laws.

For Professional Services: This provision applies to professional service agreements that exceed $100,000 and employs laborers, mechanics, watchmen, and guards This includes members of survey crews and exploratory drilling operations.

Use of Provision: The following text will be included in applicable contracts without modification:

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 (1) of this clause, 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 (1) of this section, in the sum of $27.00 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 (1) of this clause.

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 (2) of this clause.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (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 (1) through (4) of this clause.

G. Rights to Inventions

Source: 2 CFR § 200 Appendix II (F)

37 CFR § 401

Applicability: This provision applies to all contracts and subcontracts with small business forms or nonprofit organizations that include performance of *experimental, developmental, or research work*. This clause is not applicable to construction, equipment, or professional service contracts unless the contract includes *experimental, developmental, or research work*. 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.”

Use of Provision: When applicable, the sponsor’s language in the contract must fully satisfy the requirements of Appendix II to 2 CFR part 200.

H. Clean Air and Water Pollution Control

Source: 2 CFR § 200 Appendix II (G)

29 CFR Part 5

Applicability: This provision is required on all contracts and lower tier contracts that exceed $150,000.

Use of Provision: The following language will be included in applicable contracts:

1. Contractor agrees to comply with all applicable standards, orders, and regulations 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. § 1251-13870). The contractor agrees to report any violation to the owner immediately upon discovery. The owner assumes responsibility for notifying the EPA and the FAA.

I. Debarment and Suspension

Source: 2 CFR Part 180 (Subpart C) 2 CFR Part 3000

2 CFR Part 1200 DOT Order 4200.5

Applicability: Required in all FEMA grant and cooperative agreement programs, regardless of amount. This requirement applies to covered transactions as defined in 2 CFR part 180. AIP funded contracts are non-

procurement transactions as defined by §180.970. Covered transactions include any AIP-funded contract, regardless of tier, that is awarded by a contractor, subcontractor, supplier, consultant, or its agents or representative in any transaction, if the amount of the contract is expected to equal or exceed $25,000. Jefferson County must verify that the firm or individual that is entering into a contract with is not presently suspended, excluded, or debarred by any Federal department or agency from participating in federally assisted projects. This is accomplished by:

1. Checking SAM.gov to verify the firm's or individual's status;
2. Collecting a certification from the firm or individual that is not suspended, debarred, or excluded; and
3. Incorporating a clause into the contract that requires lower tier contracts to verify that no suspended, debarred, or excluded firm or individual is included in the project.

See Section 13, Paragraph E above for more information on SAM.gov.

Use of Provision: When applicable, the sponsor's language in the contract must fully satisfy the requirements of Appendix II to 2 CFR part 200.

J. Lobbying and Influencing Federal Employees

Source: 2 CFR § 200 Appendix II (J) 31 USC § 1352 – Byrd Anti-Lobbying Amendment

49 CFR Part 20, Appendix A 44 CFR Part 18

Applicability: This requirement applies to all FEMA grant and cooperative agreement programs. Consultants and contractors that apply or bid an award of $100,000 or more must certify 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 another award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Use of Provision: When applicable, the sponsor's language in the contract must fully satisfy the requirements of Appendix II to 2 CFR part 200 Appendix (J) and 31 USC 1352.

If applicable, contractors ***must sign and submit*** to Jefferson County the "**Certification Regarding Lobbying**" Form included in this bid specification.

K. Procurement of Recovered Materials

Source: 2 CFR § 200 Appendix II (J) Solid Waste Disposal Act

40 CFR Part 247 2 CFR § 200.322

Applicability: Sponsors of AIP funded development and equipment projects must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Section 6002 emphasizes maximizing energy and resource recovery through use of affirmative procurement actions for recovered materials identified in the EPA guidelines. When acquiring items designated in the guidelines, the sponsor must procure items that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

This requirement applies to:

- All contracts awarded by a non-Federal entity under FEMA grant and cooperative agreement programs.
- All construction and equipment projects.
- Any contract, professional and property acquisition, that includes procurement of a product that exceeds $10,000.

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.

Use of Provision: When applicable, the sponsor's language in the contract must fully satisfy the requirements of Appendix II to 2 CFR part 200.

L. Access to Records and Reports

Source: 2 CFR § 200.333 FAA Order 5100.38

2 CFR § 200.336

Applicability: 2 CFR § 200.333 requires a sponsor to retain records pertinent to a federal award for a period of three years from submission of final closure documents. 2 CFR § 200.336 establishes that sponsors must provide Federal entities the right to access records pertinent to the Federal award. FAA policy extends these requirements to the sponsor's contracts and subcontracts of AIP funded projects.

Use of Provision: When applicable, the sponsor's language in the contract must fully satisfy the requirements of Appendix II to 2 CFR part 200. The following will be in applicable contracts:

1. The contractor must maintain an acceptable cost accounting system. 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 maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters have been resolved.
3. 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.
4. 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.
5. 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.

M. Affirmative Action Requirement

Source: 41 CFR Part 60-4 FAA Order 5100.38

Executive Order 11246

Applicability: Sponsors are required to set goals for minority participation in AIP funded projects exceeding $10,000. The goals for minority participation derive from Economic Area (EA) and Standard Metropolitan Statistical Area (SMSA) as established in Volume 45 of the Federal Register dated 10/03/80. Page 65984 contains a table of all EAs and SMSAs and the associated minority participation goals.

Executive Order 11246 has set a goal of 6.9% nationally for female participation for all construction projects. This value remains constant for all counties and states.

Contract Types:

- Construction: The sponsor must incorporate this notice in all solicitations for bids or requests for proposals for AIP funded construction work contracts and subcontracts that exceed $10,000.

- Equipment: The sponsor must incorporate this notice in all solicitations for equipment project exceeding $10,000 that involves installation of equipment onsite (e.g. electrical vault equipment, generators). This provision does not apply to equipment acquisition projects where the manufacturer of the equipment takes place offsite at a manufacturer's plant (e.g. firefighting and vehicles).

- Professional Services: The sponsor must incorporate this notice in any professional service agreement if the agreement includes tasks that meet the definition of construction work, as defined by the DOL, and exceeds $10,000.

Use of Provision: When applicable, the sponsor's language in the contract must fully satisfy the requirements of 41 CFR Part 60-4. The following will be in applicable contracts:

Solicitation Clause:

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractors aggregate workforce in each trade on all construction work in the covered area, are as follows:

    a. Goals for minority participation for each trade: 1.95%

    b. Goals for female participation in each trade: 6.9%

These goals are applicable to all of the contractor's construction work, whether or not it is federal or federally assisted, performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR Part 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with these goals will be measured against the total work hours performed.

The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of these subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As used in this notice and in the contract resulting from this solicitation, the covered area is Texas, Jefferson County, Beaumont.

N. Buy American Preferences

Source: 49 USC § 50101

Applicability: the buy American preference requirement in 49 USC § 50101 requires that all still in manufactured goods used on AIP projects be produced in the United States. This statute gives the FAA the ability to issue a waiver to a sponsor to use non-domestic material on an AIP funded project subject to meeting certain conditions a sponsor may request that the FAA issue a waiver from the by American preference requirements if the FA finds that:

1. Applying the provision is not in the public interest;
2. The steel or manufactured goods are not available in sufficient quantity or quality in the United States;
3. The cost of components in subcomponents produced in the United States is more than 60% of the total components of a facility or equipment, and final assembly has taken place in the United States. Items that have an FAA standard specification item number, such as specific airport lighting equipment, are considered the equipment.
4. Applying this provision would increase the cost of the overall project by more than 25%.

For construction and equipment procurement projects, language, forms, and references to 49 USC § 50101 will be included in the solicitation.

Professional Service Agreements typically do not result in a deliverable that meets the definition of a manufactured product. If a PSA includes providing a manufactured good as a deliverable under the contract, the sponsor must include the Buy American Preference provision in the agreement.

Use of Provision: When applicable, the sponsor's language in the contract must fully satisfy the requirements of 49 USC § 50101.

O. Civil Rights

Source: 49 USC § 47123 Title VI of the Civil Rights Act of 1964

FAA Order 1400.11 US DOT Order 1050.2

Applicability: Title VI of the Civil Rights Act of 1964, as amended, Title VI, prohibits discrimination on the grounds of race, color, or national origin under any program or activity receiving Federal financial assistance. Sponsors must include appropriate clauses from the Standard DOT Title VI Assurances in all contracts and solicitations.

The text of each individual clause comes from the U.S. DOT Order 1050.2 Standard Title VI Assurances and Nondiscrimination Provisions, effective 04/24/2013. These assurances require the sponsor insert the appropriate clauses in the form provided by the DOT. Where the clause refers to the applicable activity, project, or program, it means the AIP project.

Title VI Solicitation Notice

Jefferson County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC § 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of any contract as a result of this bid, the Contractor, for itself, its assignees, and successors in interest, hereinafter referred to as the Contractor, agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

- Title VI of the Civil Rights Act of 1964
- 49 CFR part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- Section 504 of the Rehabilitation Act of 1973
- The Age Discrimination Act of 1975
- Airport and Airway Improvement Act of 1982
- The Civil Rights Restoration Act of 1987
- Titles II and III of the Americans with Disabilities Act of 1990
- The Federal Aviation Administration's Nondiscrimination Statute
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency
- Title IX of the Education Amendments of 1972

P. Disadvantaged Business Enterprise

Source: 49 CFR part 26

Applicability: A sponsor that anticipates awarding $250,000 or more in AIP funding prime contracts in a federal fiscal year must have an approved Disadvantaged Business Enterprise (DBE) program on file with the FAA Office of Civil Rights (§26.21). The approved DBE program will identify a 3-year overall program goal that the sponsor bases on the availability of ready, willing, and able DBEs relative to all businesses ready, willing, and able to participate on the project. (§26.45).

Sponsors with a DBE program on file with the FAA must include the three following provisions, if applicable:

- Clause in all solicitations for proposals for which a contract goal has been established;
- Clause in each prime contract, and;
- Clause in solicitations that are obtaining DBE participation through race/gender neutral means.

As a condition of bid responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

1. Names and addresses of the DBE firms that will participate in the contract;
2. A description of the work each DBE firm will perform;
3. Percentage/dollar amount of the participation of each DBE firm listed under 1.
4. Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
5. If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in 49 CFR part 26 Appendix A

The requirements of 49 CFR part 26 apply to this contract. It is the policy of Jefferson County to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. Jefferson County encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

DBE Contract Assurances

Contracts as a result of this bid will include contract assurances per §26.13, if applicable:

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

1. Withholding monthly progress payments;
2. Accessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (§26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from Jefferson County. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of Jefferson County. This clause applies to both DBE and non-DBE subcontractors.

Q. Distracted Driving

Source: Executive Order 13513 2 CFR §200.67

DOT Order 3902.10

Applicability: The FAA encourages recipients of federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

Use of Provision: The following clause will be included in all Federally-assisted contracts regardless of amount:

In accordance with executive order 13513, federal leadership on reducing text messaging while driving, Andy OT order 3902.10, text messaging while driving, the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, Jefferson County encourages the contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles Papa forming work activities associated with the project. The contractor must include the substance of this clause and other sub tier contracts exceeding $3,500 that involve driving a motor vehicle and performance of work activities associated with the project.

R. Compliance with Federal Law, Regulations, and Executive Orders

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

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.

"*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."*

S. No Obligation by Federal Government

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

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."

T. Program Fraud and False or Fraudulent Statements or Related Acts

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.

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."

Section 16. Rating Criteria

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

- **Firm's Capability to Provide the Services – 35%**
    - Capability to perform all or most aspects of the project.
- **Project Understanding and Approach – 10 %**
    - Project understanding and approach; must be able to demonstrate an understanding and familiarity of these types of projects and describe your approach to completing projects.
- **Comparable Projects – 10%**
    - Provide recent experience with comparable airport improvement projects.
- **Familiarity with FAA Regulations – 10%**
    - Provide examples and or experience in incorporating FAA Regulations and guidelines into similar projects.
- **Staff Qualifications – 10 %**
    - Key personnel, including subs, professional qualifications and experience and availability, and knowledge of FAA/Federally-Funded/CARES Act Grant funded project regulations, policies, and procedures.
- **Ability to Meet Timeline/Deadlines – 10%**
    - Demonstrated capability to deliver services in a timely manner.
- **DBE Goals & Good Faith Efforts – 15 %**
    - Ability to meet DBE goal of **1.95%** and documenting good faith efforts.
    - Must include what % of the project work DBEs will be responsible for.

Evaluation:

All submittals received will be evaluated and ranked upon the responsiveness to the RFQ. A minimum of two firms may be selected for further evaluation and requested to participate in a formal interview as part of the selection process. Alternatively, the most qualified firm or team may be selected directly following the evaluation.

Scope of Work/Fee Proposal:

Following the selection process, the County/Airport will enter into contract negotiations with the selected individual/firm. The County and individual/firm will meet to discuss the proposed services and scope of work. The firm will then be expected to prepare and submit a detailed breakdown proposal detailing hourly rates, markups, anticipated reimbursable expenses, direct salary costs, labor, general and administrative overhead, and profit data for the project. A cost analysis may be performed for each of these negotiations. Work will be performed under a lump sum basis or a not to exceed basis. If negotiations fail, either in scope of work or other contract items, the County will then enter into negotiations with the next highest qualified consultant.

Fees, rates, and other monetary considerations are not to be discussed during the Qualification process.

Section 17. Submission Requirements

Respondents are responsible for submitting: **One (1) original and four (4) proposal copies; with all copies to include a completed copy of this specifications packet, in its entirety.**

Additionally, Respondent must monitor the Jefferson County Purchasing Department Website 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.

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, July 28, 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.

DEADLINE FOR QUESTIONS:

The deadline for asking questions in writing or requesting additional information (in writing or in person) is:

5:00 pm CT, Wednesday, July 21, 2021.

Please direct all questions to Jamey West, Assistant Purchasing Agent via email at: jwest@co.jefferson.tx.us
Questions regarding the scope of work must be directed to Jamey West in order to keep an accurate record of communication among all parties.

Courthouse Security:

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. 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.
Respondents are strongly urged to plan accordingly.

County Holidays – 2021:

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.

VENDOR REFERENCES

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

THIS FORM MUST BE RETURNED WITH YOUR OFFER.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

<u>Respondent</u>: Complete & Return this Form with Qualifications Submission.

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

_____

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

_____

Date

<u>Respondent</u>: Complete & Return this Form with Qualifications 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 sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants 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 Proposal (RFP) 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., “RFP-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 Red

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a.bid/offer/application _____ b. initial award c. post-award	**3. Report Type:** a. initial filing _____ b. material change **For material change only:** Year _____ quarter _____ Date of last report_____

4. Name and Address of Reporting Entity: ____ Prime _____ Sub-awardee Tier_____, if Known: **Congressional District,** *if known*:	**5. If Reporting Entity in No. 4 is Sub-awardee,** Enter Name and Address of Prime: **Congressional District,** *if known*:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. 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)**

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>: Complete & 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

<u>Respondent</u>: Complete & 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>: Complete & Return this Form with Qualifications Submission.

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

_____, 2021

_____
Notary Public

State of _____

My Commission Expires: _____

<u>Respondent</u>: Return this Form with Qualifications Submission.

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

June 29, 2021

Request for Statements of Qualification (RFQ 21-045/JW)
Professional Engineering Services for Electrical Vault Replacement at the Jack Brooks Regional Airport

Dear Vendors:

You are invited to submit a statement of qualifications in accordance with (RFQ 21-045/JW) Professional Engineering Services for Electrical Vault Replacement at the Jack Brooks Regional Airport. Jefferson County is requesting statements of qualifications from qualified Engineering Consulting Firms to provide: project administration, design services, bidding services, and construction oversight for the replacement of an electrical vault at the Jack Brooks Regional Airport. This project is intended to be funded by the Federal Aviation Administration (FAA) Airport Improvement Program (AIP)/CARES Act Grant to the Airport.

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

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

Responses are to be sealed and addressed to the Purchasing Agent with the request for qualifications number and name marked on the outside of the envelope or box. All responses shall be submitted with an original and (4) four copies, to the Jefferson County Purchasing Department, 1149 Pearl Street, 1st Floor, Beaumont, Texas 77701, no later than 11:00 am CT, Wednesday, July 28, 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 Electrical Vault Replacement at the Jack Brooks Regional Airport**
REQUEST NO:	**RFQ 21-045/JW**
DUE DATE/TIME:	**11:00 am CT, Wednesday, July 28, 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:
June 30 & July 7, 2021
Beaumont Enterprise and Port Arthur News:

July 1 ,2021
The Examiner

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Request for Statements of Qualification (RFQ 21-045/JW)
Professional Engineering Services for Electrical Vault Replacement at the Jack Brooks Regional Airport

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Section 1. Background Information, Introduction, and Purpose:

Background Information:

Jack Brooks Regional Airport, located in Jefferson County, serves an expanding regional population in excess of 500,000. Situated on 1,180 acres in the heart of Jefferson County, just minutes away from anywhere in the Beaumont, Port Arthur, and Orange geographic areas and only an hour away from Houston, TX and Lake Charles, LA.

Introduction:

Jefferson County is seeking interested firms to submit their qualifications to provide professional engineering services for the Replacement of an Electrical Vault at the Jack Brooks Regional Airport. This project is intended to be funded by the Federal Aviation Administration (FAA) Airport Improvement Program (AIP)/CARES Act Grant to the Airport.

The professional engineering services for this project includes, but not limited to: project management, design services, bidding services, and construction oversight.

The County **highly** encourages Disadvantaged Business Enterprises (DBEs) to participate in the qualifications submission process for this project in order to help the airport meet the participation goal of 1.95%.

Section 2. Scope of Work

Design Service Scope
BPT – Jack Brooks Regional Airport
Project: **Airfield Electrical Vault**

The consultant will provide the required professional services to design the rehabilitation of the Fuel Farm Pavement. This work will be performed under a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant to the Airport.

The selected firm is expected to demonstrate knowledge and proficiency of all FAA, State and Local standards and guidance, regardless if they are not listed exhaustively in this RFQ. Further, the selected firm is required to have experience with or in-house capabilities, or sub-consultant capabilities, in: Electrical Engineering, Estimating / Cost Analysis, International Building Codes, prevailing Architectural, Engineering and Specialty Disciplines necessary to complete the project as described below.

All work products developed by the selected firm will be subject to FAA and Jefferson County document review. Consultant will provide cost effective alternatives and solutions to items listed below, longevity and maintenance are priority considerations.

All respondents will be allowed site visits to inspect the facilities. Respondents are to coordinate site visits with Airport Administration prior to visit. Specific questions regarding the scope are directed to Jefferson County Purchasing Department for full transparency and equitable dissemination of relevant information to all interested parties.
Vault:

- Electrical Vault Replacement at Jack Brooks Regional Airport
    - Stand-alone hardened structure
- Replacement of Airfield Electrical Controls, Regulators, Transformers
- Replacement of Airfield Secondary Power Generator

Phase 1 – Project Administration

Consultant will serve as Owner's representative for the project and furnish consultation and advice to the Owner during the performance of this service. Consultant will attend meetings as necessary with local officials, state and federal agencies, and others regarding the scope of the proposed project, general design, functions, and impacts.

Phase 2 –Design Services

Initially, consultant is to identify and evaluate alternatives to assure cost effective and practical solutions for the work items identified.

Consultant will complete its evaluation of alternatives and practical design approach with Airport personnel. The design will take advantage of local knowledge and experience and utilize expertise from previous projects to design a cost-effective project and ensure competitive construction bids.

Consultant will prepare detailed construction drawings, specifications, instructions to bidders, and general and specific provisions, all based on guides furnished by Consultant and FAA, or internally provided by Consultant.
Contract Documents, plans, specifications, cost estimates, construction timelines, will be prepared for award of one construction contract. These designs shall conform to the standards of practice ordinarily used by members of Consultant's profession practicing under similar conditions and shall be submitted to the FAA, the Airport, and Jefferson County, as necessary, to receive approval.

Activities include:

1. Coordinate and meet with Airport personnel and FAA tower personnel to minimize day-to-day operations.
    a. Special Note: This project will be time sensitive as the location of the vault is anticipated to relatively close to Gate 1, which is the primary gate access for mutual aid response in case of airfield emergency.
2. Prepare a preliminary estimate of probable construction costs and schematic design for each project element.
    a. Consultant will develop, reviewing previous cost data and market condition, and Engineer's Opinion of Probable Costs.
3. Prepare an overall construction phasing plan in order to maximize project constructability and minimize interference with airport operations. Plan must incorporate other airport construction activities.
    a. Project Construction Time will be extremely critical – protracted construction time is to be avoided.
4. Provide geotechnical investigation and analysis and pavement and other testing and analysis required for the design.
    a. Consultant will meet with County Engineer to determine if a geotechnical analysis is necessary on this project given the project's limited size and scope.
    b. County Engineer's office may provide a soil profile and ask consultant to design pavement to satisfy soil profile and anticipated load.
    c. Identify and coordinate required laboratory testing:
        i. Standard Proctors
        ii. Sieve analysis
        iii. Unit weight and water content determinations
    d. Owner and Airport strongly encourage the use of local firms that meet the applicable FAA minimum requirements for testing.
5. Preparation of a Quality Control Plan will include the project background and scope, stakeholder contact information, project team and roles, design criteria, project schedule, and quality control procedures
    a. Quality control review will be conducted prior to design submission to Airport.
    b. If necessary, consultant will coordinate adequate materials control testing services.
        i. Materials control testing services may be hired as a 3rd independent party.
6. Develop a safety plan in accordance with AC 150/5370-2, Operational Safety on Airports During Construction.
    a. This is a sensitive area due to access to the Air Operations Area
7. Record Document Review: Consultant will review construction documents provided by the Airport to evaluate existing conditions, may include record drawings, record surveys, utility maps, and previous design reports.
8. Site Visits: Consultant will perform site visits as required to review and verify existing condition.
9. Design: Consultant will design all improvements in accordance with FAA standards and guidelines.
    a. Design of a hardened stand-alone airfield electrical vault
        i. Must be designed to withstand hurricane force winds
        ii. Ease of maintenance and access to interior components for future upgrades and replacement
    b. Relocation of airfield electrical "home runs" to vault.
        i. Duct banks and conduits designed to adequately accommodate wire size and maintenance access in case of replacement necessary.
    c. Replacement of airfield electrical controls and components necessary to properly operate the airfield lighting system.
    d. Safe removal and disposal of existing airfield electrical systems in existing vault.
        i. Consultant will make recommendations if existing equipment can be utilized for future use. Disposal will have to meet all applicable EPA, TCEQ, Federal and local guidelines.
    e. Full coordination with FAA technical operations personnel
        i. Current vault has sensitive FAA airfield data/electrical components that must be preserved/protected. Consultant to work efficiently and communicate clearly with FAA

personnel on this project during design to be sure there is no serious interruption of airfield electrical operations.

f. Pavement removal and replacement necessary for construction must be designed to meet FAA standards.
g. Underground drainage pipes may be in the immediate vicinity, directly beneath the pavement, any damaged drainage pipes must be repaired and or replaced in a manner commensurate with prevailing engineering standards.
h. Pavement must meet DOT or FAA standards. Where FAA standards for vehicle pavement are unavailable or ambiguous, TxDOT pavement standards will be utilized. EPA and TCEQ rules will be adhered to where relevant.
    i. Consultant will confer with FAA personnel to determine the best suited standards for specifications.
i. Complete final quantity calculations
j. Provide 5 sets of construction documents, an electronic version must be delivered to Airport and County Engineering. Hard copies of construction documents must be delivered to:
    i. (1) County Engineering
    ii. (1) County Purchasing Department
    iii. (2) Airport
    iv. (1) FAA

10. Technical Specifications:
    a. Detailed specifications shall be developed using FAA Standards for Specifying Construction for Airports AC 150 /5370-10 (latest edition) or other appropriate standards approved for use by the FAA. Additional supplementary specifications will be developed, as necessary, when not covered by existing FAA or local standards.
    b. Pavement must meet FAA and TxDOT standards appropriate to the project.
        i. Special Note: Large Semi-type trucks deliver fuel with trailers carrying approximately 8,500 gallons. Pavement and sub-base must be designed in such a manner to provide long-term stability and longevity.
11. Contract Document Construction:
    a. Consultant will develop construction documents that include all necessary provisions of 2 CFR 200, AC 150/5370-10, and any other federal, state, and local requirements. Special provisions of related to the CARES Act must be included in the construction contract as well.
12. 100% Final Design
    a. Consultant will develop 100% final design plans, specifications, and engineer's reports and submit these to owner for review. Owner estimates review of the design submission will take 2 weeks. Consultant will then develop 100% Invitation for Bid (IFB) plans and specifications, that include all necessary provisions to meet 2 CFR 200, and relevant FAA and Federal guidelines.

Phase 3 – Bidding Services

Consultant will assist the Owner with the County's bidding process for one prime contract for construction, materials, equipment, and services. Consultant will maintain a record for prospective bidders to whom Bidding Documents have been issued and attend pre-bid meeting(s). All advertising costs are paid by the Owner.

Consultant will work with County Purchasing Department to issue addenda to the bid, as appropriate and necessary, to interpret, clarify, or expand the Bidding Documents. Consultant will consult and advise the Owner as to the acceptability of prime contractors, subcontractors, suppliers, and other persons and organizations proposed by the prime contractor(s) for those portions of the work as to which such acceptability is required by the Bidding Documents. Consultant will make recommendations and determine the acceptability of substitute materials and equipment proposed by contractor(s) when substitution prior to the award of contracts is allowed by Bidding Documents and local, state and federal procurement guidelines.

Consultant does not have to be present at bid opening. Consultant will prepare a bid tabulation and assist the Owner in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment, and services. Consultant will assist the Owner in the execution of all contract documents and furnish a sufficient number of executed documents for the Owner, Contractor, and FAA.

Consultant will coordinate with Owner to review and update DBE goals and make sure all available DBEs are contacted and included in bidding opportunities.

Project Deliverables:

- Construction Cost Estimate
- 60% Preliminary Design
- 100% Preliminary Design
- 100% Issued for Bid

Phase 4 – Construction Oversight

During construction, the consultant will assist the Owner to monitor and document progress for quality and cost. Consultant will review contractor payment requests, complete necessary quality control testing, establish necessary survey control, continually inform the Owner on project progress and problems, conduct the final project inspection, assist in final project punch-list, and complete the associated certification.

Activities Include:

1. Conduct pre-construction conference.
    a. All meetings regarding this project will be held in the Airport Administration Conference Room, consultant will coordinate scheduling with Airport personnel.
    b. Consultant will review all insurance and bond submittals.
    c. Consultant will review construction schedules and assist owner in developing alternatives that best suite owner and contractor for an efficient and timely project.
2. Provide resident project representative (RPR) services. At the owner's discretion to utilize consultant or choose to have a separate consultant perform RPR services. RPR activities include:
    a. Monitor and document construction progress
    b. Confirm conformance with schedules, plans, and specifications,
    c. Measure and document construction pay quantities,
    d. Document significant conversations or situations,
    e. Document input or visits by local authorities.
    f. Conduct and document periodic wage rate interviews, as necessary to conform to 2 CFR 200 and 29 CFR Part 5.
3. Prepare change orders and supplemental agreements as necessary
4. Prepare and submit inspection reports (FAA Form 5370-1) to Owner and FAA as required in AC 150/5370-12B.
5. Prepare and confirm monthly payment request
6. Conduct or monitor quality control testing
7. Conduct final project inspection with airport personnel and the FAA
8. Prepare as-constructed drawings ad the final project report.
    a. Consultant will provide the owner a manual that contains the relevant documentation as to the specific equipment installed, warranty information, owners manuals, training required, etc.

Section 3. Minimum Respondent Qualifications

The County intends to negotiate an agreement with the firm selected through this competitive RFQ process to provide all, some, or none of the consultant technical services related to the project(s) described herein. Respondents may form a team with other firms to perform the required tasks. The best qualified firm will have a Consultant Project Manager as well as key technical leads, all who are best qualified to serve the Airport in a consistent and efficient manner. In addition, the best qualified firm will have evidenced in their approach, with supporting prior experience, an understanding that demonstrates the firm's ability to meet the Airport's specific needs for this solicitation and experience coordinating with key stakeholders.

All respondents to this request must:

- Be an experienced firm or team that can demonstrate having had a broad background and extensive experience in project design, bidding phase services, and construction project management.
- Have no record of unsatisfactory performance. Proposers who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Consultant, shall be presumed to be unable to meet this requirement.
- Have an active registration status with no exclusion(s) with the System for Award Management (SAM).
- Have the ability to maintain adequate files and records and meet statistical reporting requirements.
- Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trial.

Section 4. Procedure

Firms are encouraged to submit statements of qualifications and experience. The Purchasing Agent will appoint a selection committee, which will evaluate qualified responses. Responses will be ranked on the basis of demonstrated experience, competence, and qualifications. Fees, price, work hours, or any other cost information will not be considered in the development of the short list. *Discussions and questions related to budgetary considerations are prohibited. Negotiation of the fee will commence after the selection process has finished.*

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

Section 6. Laws and Regulations

The Professional Engineering Firm(s) must comply with all laws, ordinances, and rules and regulations which govern the work specified in this contract.

This RFQ will follow guidelines set forth in FAA Advisory Circular 150/5100-14E (or current version) and 2 CFR 200, for the purpose pf selection engagement of architectural, engineering, and planning consultants.

Section 7. Insurance

The contractor (including any and all subcontractors as defined in Section 8 below) must provide proof of insurance at the time of award and at all times during the term of any contract as a direct result of this RFQ, and 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

7.1 Definitions:

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

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

7.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent

contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 9. 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.

- **Minimum of (5) copies (to include: one original, four copies)** of the written responses are required.

  All Copies are to include RFQ specifications document with all forms completed, **in its entirety**.

  Note: The inclusion of these specifications (32 pages) in their entirety, completed FORM 1295, SAM Registration Status/Proof, and Certificate of Insurance documents are not to be included in response page count. -ADDED

- **Maximum of (30) pages**, typed, front and back or single sided, with each page clearly numbered at the bottom of the page.

Section 10. Statement of Qualifications and Experience

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

1) Company Information

a) Business name and legal entity.
   i) Federal Tax ID number
   ii) Local and Corporate/Main Office address and mailing address, telephone, and email contact information
   iii) Whether the prime consultant is a single entity, partnership, corporation, or other legal entity recognized in the State of Texas.
   iv) Controlling interest in any other firms providing equivalent or similar services, as well as financial interest in other lines of business.
   v) Brief history of your company, include number of years in business under present name, prior business names.

b) Organization chart, (clearly define respondent if working alone or with a team)

c) Statement that demonstrates capacity to perform the required services (minimum qualifications), including other firms if a team.

d) Contact information of person(s) who are authorized to negotiate and contractually obligate the firm, one of these people must sign the RFQ response.

2) Experience and Expertise of the Prime Consultant and Sub Consultants

a) Brief introduction of all participating firms.
   i) Identify any DBE's and Minority Businesses that will be a part of the team and approximate percentage of the work they will be performing.
   ii) Firm's experience working together.
   iii) Statement signed by any sub-consultant that the sub will perform all work as described.

b) Description of representative work accomplished for all jobs within the past five (5) years.

c) Describe reasons why the firm(s) would be uniquely qualified to provide the services (as described within this RFQ) to Jefferson County/Jack Brooks Regional Airport.

d) List of applicable licenses presently held and indicate ability to obtain any additional licenses or permits that may be required.

3) Personnel and Team Organization

a) Confirmation that firm has adequate and experienced staff that are trained to perform the tasks requested in this RFQ.

b) Experience of principal individuals, of the consultant or team, stating current positions, years of service experience, and identify specific projects worked on that are similar in nature to the project(s) described in this RFQ and roll in said projects.
c) Provide resumes of the proposed staff for this solicitation (limit 1 resume to 1 page, does not count against the maximum page limit)

4) Project Approach

a) Provide an overview describing the general approach and methodology of conducting the general services identified in this RFQ. Please use this section to describe any services above and beyond previous identified projects that your firm believes are important and relevant to this project.
b) Provide a project schedule illustrating the firm's approach and expected outcomes. Include any governmental review steps (Federal, State, Local, etc.)

5) Identification of any pending debarment, litigation, convictions, or adverse court rulings of all officers, consultants, and employees, and any conflict disclosure.

a) Affirmation that commitments, current or potential, may impact the proposer's ability to perform.

6) List of references, other than Jefferson County/Jack Brooks Regional Airport, who have contracted the type(s) of work that your firm is offering to perform. A reference form "*Vendor References*" is included in this package on Page 24.

7) Evidence of insurance.

8) Proof of Registration with the System for Award Management. See Section 13, (Item E), Page 10 .

Section 11. Additional Information

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

Section 12. 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 13. Terms and Conditions

A. Jefferson County reserves the right to request clarification of information submitted and to request additional information of one or more respondents.
B. 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.
C. The Engineering Individual/ 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.
D. No reports, information, or data given to or prepared by the Engineering Individual/Firm under contract shall be made available to any individual or organization by the Engineering Individual/Firm without the prior written approval of the County.
E. Vendor Registration: SAM (System for Award Management):
    a. Vendors doing business with Jefferson County are required to be registered with The System for Award Management (SAM) with an "active" status. SAM is the official U.S. Government system that

consolidated the capabilities of CCR/FedReq, ORCA, and EPLS. There is NO fee to register for this site.

b. Entities may register at no cost directly to the SAM website at: https://www.sam.gov
c. Respondents are required to submit proof of their SAM Registration with their response.

F. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)
   a. 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.
   b. 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.
   c. 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."
      i. A completed Form 1295 is not required for:
         1. a sponsored research contract of an institution of higher education;
         2. an interagency contract of a state agency or an institution of higher education;
         3. 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 or any qualified vendor is eligible for the contract;
         4. a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;
         5. a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code;
         6. a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code
   d. Upon entering into a contract or professional agreement, the Jefferson County Purchasing Department will submit a request to the Vendor to both:
      i. Submit a FORM 1295 online via the Texas Ethics Commission website link below.
         1. Vendors must enter the required information on Form 1295, and print a copy of the completed form.
         2. The form will include a certification of filing that will contain a unique certification number.
      ii. Submit a FORM 1295 hard copy (completed and signed by an Authorized Agent of the Awarded Vendor) to the Jefferson County Purchasing Department.
   e. FORM 1295 Completion Instructions and Login Instructions are available the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Section 14. Minority-Business 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.

Affirmative Steps pursuant to 2 CFR §200.321

Good faith efforts will be taken to assure small and minority firms are used whenever possible, consistent with 49 CFR part 26. These steps and efforts include, but not limited to:

- Including qualified small business and minority forms on solicitation lists
- Assure that small businesses and minority firms are solicited whenever they are potential sources. Consultation with Airports Division, Office of Civil Rights and or State transportation offices is used.
- When economically feasible, the total requirements will be divided into tasks to permit maximum small business and DBE firm participation.

- Encourage consultants to subcontract portions of the work, even when they might otherwise perform the work with their own forces.

For the purposes of this RFQ, respondents are to provide the following information:

- Certification of any DBEs on this project.
- Percentage of project DBEs will work on, if part of a team.
- The Consultant must clearly state that they have no DBEs on their team, if applicable. If Consultant has minority businesses as part of a team or is a minority business registered with the State of Texas but is not certified as a DBE, that information must also be clearly stated in response.

Section 15. Federal Mandated Contract Provisions

Some or all of the provisions in this section will be incorporated into a professional service agreement as a result of this solicitation.

A. Breach of Contract Terms / Remedies

Source: 2 CFR § 200 Appendix II (A)

Applicability: This provision requires Jefferson County, as the Airport Sponsor, to incorporate administrative, contractual, or legal remedies if contractor/consultant violate or breach contract terms. The sponsor must also include appropriate penalties and sanctions. Language acceptable to meet the intent of this requirement will be included in contractual documents.

This requirement applies to all FEMA grant and cooperative agreement programs

Contract Types: This provision is required for all contracts that exceed the simplified acquisition threshold as stated in 2 CFR § 200, Appendix II (A). This threshold is occasionally adjusted for inflation and is now equal to $150,000.

B. Termination of Contract (for Cause and Convenience)

Source: 2 CFR § 200 Appendix II (B)

FAA Advisory Circular 150/5370-10, Section 80-09

Applicability: This provision requires Jefferson County, as the Airport Sponsor, to incorporate in all contracts over $10,000, a provision that addresses termination for cause and termination for convenience, by the sponsor. The contractual provision must address the manner by which the sponsor's contract will be affected and the basis for settlement. Language acceptable to meet the intent of this requirement will be included in contractual documents.

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

Contract Types: This provision is required for all contracts that exceed $10,000.

C. Equal Employment Opportunity

Source: 2 CFR § 200 Appendix II (C) 41 CFR § 60-1.4

Executive Order 11246 41 CFR § 60-4.3

Applicability: The purpose of this provision is to provide equal opportunity for all persons, without regard to race, color, religion, sex, or national origin who are employed or seeking employment with contractors performing under a federally assisted construction contract. There are two provisions, a construction clause and a specification clause.

The equal opportunity contract clause must be included in any contract or subcontract when the amount exceeds $10,000. Once the equal opportunity clause is determined to be applicable, the contract or subcontract must include the clause for the remainder of the year, regardless of the amount of the contract.

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

Contract Types: This provision is required for all contracts that exceed $10,000.

Use of Provision: 41 CFR 60-1.4 provides the mandatory **contract** language. 41 CFR 60-4.3 provides the mandatory **specification** language. The sponsor will incorporate these clauses without modification.

Note: Any contracts resulting from this RFQ will have the requisite language as set forth in 2 CFR 200 App II, 41 CFR 60-1.4, 41 CFR 60-4.3, and Executive Order 11246.

D. Davis-Bacon Requirements

Source: 2 CFR § 200 Appendix II (D)

29 CFR Part 5

Applicability: The Davis-Bacon Act ensures that laborers and mechanics employed under the contract receive pay no less than the locally prevailing wages and fringe benefits as determined by the Department of Labor.

For Professional Services: The emergence of different project delivery methods has created situations where Professional Service Agreements (PSAs) includes tasks that meet the definition of construction, alteration, or repair as defined in 29 CFR Part 5. If such tasks result in work that qualifies as construction, alteration, or repair and it exceeds $2,000, the PSA must incorporate this clause.

Use of Provision: 29 CFR 5 establishes the specific language the sponsor must use without modification. A/E firms that employ laborers and mechanics on a task that meets the definition of construction, alteration, or repair are acting as a contractor. The sponsor may not substitute the term “Contractor” for “Consultant” in such instances.

E. Copeland Anti-Kickback

Source: 2 CFR § 200 Appendix II (D)

29 CFR Part 3 & Part 5

Applicability: The Copeland Act (18 USC 874 and 40 USC 3145) makes it unlawful to induce by force, intimidation, threat of dismissal from employment, or by any other manner, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment. The Copeland Act also requires each contractor and subcontractor to furnish weekly a statement of compliance with respect to the wages paid each employee during the preceding week.

It DOES NOT apply to the FEMA Public Assistance Program.

For Professional Services: The emergence of different project delivery methods has created situations where Professional Service Agreements (PSAs) includes tasks that meet the definition of construction, alteration, or repair as defined in 29 CFR Part 5. If such tasks result in work that qualifies as construction, alteration, or repair and it exceeds $2,000, the PSA must incorporate the Copeland Anti-kickback provision.

Use of Provision: 29 CFR 5 establishes the specific language the sponsor must use without modification. A/E firms that employ laborers and mechanics on a task that meets the definition of construction, alteration, or repair are acting as a contractor. The sponsor may not substitute the term “Contractor” for “Consultant” in such instances.

F. Contract Workhours and Safety Standards Act Requirements

Source: 2 CFR § 200 Appendix II (E) 29 CFR Part 5

40 U.S.C. § 3701-3708

Applicability: Contract Workhours and Safety Standards Act Requirements (CWHSSA) requires contractors and subcontractors on covered contracts to pay laborers and mechanics employed in the performance of the contracts one and one-half times their basic rate of pay for all hours worked over 40 in a workweek and prohibits unsanitary, hazardous, or dangerous working conditions on federally assisted projects. The Wage and Hour division (WHD) within the U.S. Department of Labor (DOL) enforces the compensation requirements of this Act, while DOL’s Occupational Safety and Health Administration (OSHA) enforces the safety and health requirements.

Jefferson County urges all contractors, regardless of funding sources for projects, to follow all applicable Federal and State labor laws.

For Professional Services: This provision applies to professional service agreements that exceed $100,000 and employs laborers, mechanics, watchmen, and guards This includes members of survey crews and exploratory drilling operations.

Use of Provision: The following text will be included in applicable contracts without modification:

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 (1) of this clause, 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 (1) of this section, in the sum of $27.00 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 (1) of this clause.

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 (2) of this clause.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (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 (1) through (4) of this clause.

G. Rights to Inventions

Source: 2 CFR § 200 Appendix II (F)

37 CFR § 401

Applicability: This provision applies to all contracts and subcontracts with small business forms or nonprofit organizations that include performance of *experimental, developmental, or research work*. This clause is not applicable to construction, equipment, or professional service contracts unless the contract includes *experimental, developmental, or research work*. 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.”

Use of Provision: When applicable, the sponsor’s language in the contract must fully satisfy the requirements of Appendix II to 2 CFR part 200.

H. Clean Air and Water Pollution Control

Source: 2 CFR § 200 Appendix II (G)

29 CFR Part 5

Applicability: This provision is required on all contracts and lower tier contracts that exceed $150,000.

Use of Provision: The following language will be included in applicable contracts:

1. Contractor agrees to comply with all applicable standards, orders, and regulations 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. § 1251-13870). The contractor agrees to report any violation to the owner immediately upon discovery. The owner assumes responsibility for notifying the EPA and the FAA.

I. Debarment and Suspension

Source: 2 CFR Part 180 (Subpart C) 2 CFR Part 3000

2 CFR Part 1200 DOT Order 4200.5

Applicability: Required in all FEMA grant and cooperative agreement programs, regardless of amount. This requirement applies to covered transactions as defined in 2 CFR part 180. AIP funded contracts are non-

procurement transactions as defined by §180.970. Covered transactions include any AIP-funded contract, regardless of tier, that is awarded by a contractor, subcontractor, supplier, consultant, or its agents or representative in any transaction, if the amount of the contract is expected to equal or exceed $25,000. Jefferson County must verify that the firm or individual that is entering into a contract with is not presently suspended, excluded, or debarred by any Federal department or agency from participating in federally assisted projects. This is accomplished by:

1. Checking SAM.gov to verify the firm's or individual's status;
2. Collecting a certification from the firm or individual that is not suspended, debarred, or excluded; and
3. Incorporating a clause into the contract that requires lower tier contracts to verify that no suspended, debarred, or excluded firm or individual is included in the project.

See Section 13, Paragraph E above for more information on SAM.gov.

Use of Provision: When applicable, the sponsor's language in the contract must fully satisfy the requirements of Appendix II to 2 CFR part 200.

J. Lobbying and Influencing Federal Employees

Source: 2 CFR § 200 Appendix II (J) 31 USC § 1352 – Byrd Anti-Lobbying Amendment

49 CFR Part 20, Appendix A 44 CFR Part 18

Applicability: This requirement applies to all FEMA grant and cooperative agreement programs. Consultants and contractors that apply or bid an award of $100,000 or more must certify 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 another award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Use of Provision: When applicable, the sponsor's language in the contract must fully satisfy the requirements of Appendix II to 2 CFR part 200 Appendix (J) and 31 USC 1352.

If applicable, contractors ***must sign and submit*** to Jefferson County the "**Certification Regarding Lobbying**" Form included in this bid specification.

K. Procurement of Recovered Materials

Source: 2 CFR § 200 Appendix II (J) Solid Waste Disposal Act

40 CFR Part 247 2 CFR § 200.322

Applicability: Sponsors of AIP funded development and equipment projects must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Section 6002 emphasizes maximizing energy and resource recovery through use of affirmative procurement actions for recovered materials identified in the EPA guidelines. When acquiring items designated in the guidelines, the sponsor must procure items that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

This requirement applies to:

- All contracts awarded by a non-Federal entity under FEMA grant and cooperative agreement programs.
- All construction and equipment projects.
- Any contract, professional and property acquisition, that includes procurement of a product that exceeds $10,000.

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.

Use of Provision: When applicable, the sponsor's language in the contract must fully satisfy the requirements of Appendix II to 2 CFR part 200.

L. Access to Records and Reports

Source: 2 CFR § 200.333 FAA Order 5100.38

2 CFR § 200.336

Applicability: 2 CFR § 200.333 requires a sponsor to retain records pertinent to a federal award for a period of three years from submission of final closure documents. 2 CFR § 200.336 establishes that sponsors must provide Federal entities the right to access records pertinent to the Federal award. FAA policy extends these requirements to the sponsor's contracts and subcontracts of AIP funded projects.

Use of Provision: When applicable, the sponsor's language in the contract must fully satisfy the requirements of Appendix II to 2 CFR part 200. The following will be in applicable contracts:

1. The contractor must maintain an acceptable cost accounting system. 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 maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters have been resolved.
3. 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.
4. 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.
5. 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.

M. Affirmative Action Requirement

Source: 41 CFR Part 60-4 FAA Order 5100.38

Executive Order 11246

Applicability: Sponsors are required to set goals for minority participation in AIP funded projects exceeding $10,000. The goals for minority participation derive from Economic Area (EA) and Standard Metropolitan Statistical Area (SMSA) as established in Volume 45 of the Federal Register dated 10/03/80. Page 65984 contains a table of all EAs and SMSAs and the associated minority participation goals.

Executive Order 11246 has set a goal of 6.9% nationally for female participation for all construction projects. This value remains constant for all counties and states.

Contract Types:

- Construction: The sponsor must incorporate this notice in all solicitations for bids or requests for proposals for AIP funded construction work contracts and subcontracts that exceed $10,000.

- Equipment: The sponsor must incorporate this notice in all solicitations for equipment project exceeding $10,000 that involves installation of equipment onsite (e.g. electrical vault equipment, generators). This provision does not apply to equipment acquisition projects where the manufacturer of the equipment takes place offsite at a manufacturer's plant (e.g. firefighting and vehicles).

- Professional Services: The sponsor must incorporate this notice in any professional service agreement if the agreement includes tasks that meet the definition of construction work, as defined by the DOL, and exceeds $10,000.

Use of Provision: When applicable, the sponsor's language in the contract must fully satisfy the requirements of 41 CFR Part 60-4. The following will be in applicable contracts:

Solicitation Clause:

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractors aggregate workforce in each trade on all construction work in the covered area, are as follows:

    a. Goals for minority participation for each trade: 1.95 %

    b. Goals for female participation in each trade: 6.9%

These goals are applicable to all of the contractor's construction work, whether or not it is federal or federally assisted, performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR Part 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with these goals will be measured against the total work hours performed.

The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of these subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As used in this notice and in the contract resulting from this solicitation, the covered area is Texas, Jefferson County, Beaumont.

N. Buy American Preferences

Source: 49 USC § 50101

Applicability: the buy American preference requirement in 49 USC § 50101 requires that all still in manufactured goods used on AIP projects be produced in the United States. This statute gives the FAA the ability to issue a waiver to a sponsor to use non-domestic material on an AIP funded project subject to meeting certain conditions a sponsor may request that the FAA issue a waiver from the by American preference requirements if the FA finds that:

1. Applying the provision is not in the public interest;
2. The steel or manufactured goods are not available in sufficient quantity or quality in the United States;
3. The cost of components in subcomponents produced in the United States is more than 60% of the total components of a facility or equipment, and final assembly has taken place in the United States. Items that have an FAA standard specification item number, such as specific airport lighting equipment, are considered the equipment.
4. Applying this provision would increase the cost of the overall project by more than 25%.

For construction and equipment procurement projects, language, forms, and references to 49 USC § 50101 will be included in the solicitation.

Professional Service Agreements typically do not result in a deliverable that meets the definition of a manufactured product. If a PSA includes providing a manufactured good as a deliverable under the contract, the sponsor must include the Buy American Preference provision in the agreement.

Use of Provision: When applicable, the sponsor's language in the contract must fully satisfy the requirements of 49 USC § 50101.

O. Civil Rights

Source: 49 USC § 47123 Title VI of the Civil Rights Act of 1964

FAA Order 1400.11 US DOT Order 1050.2

Applicability: Title VI of the Civil Rights Act of 1964, as amended, Title VI, prohibits discrimination on the grounds of race, color, or national origin under any program or activity receiving Federal financial assistance. Sponsors must include appropriate clauses from the Standard DOT Title VI Assurances in all contracts and solicitations.

The text of each individual clause comes from the U.S. DOT Order 1050.2 Standard Title VI Assurances and Nondiscrimination Provisions, effective 04/24/2013. These assurances require the sponsor insert the appropriate clauses in the form provided by the DOT. Where the clause refers to the applicable activity, project, or program, it means the AIP project.

Title VI Solicitation Notice

Jefferson County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC § 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of any contract as a result of this bid, the Contractor, for itself, its assignees, and successors in interest, hereinafter referred to as the Contractor, agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

- Title VI of the Civil Rights Act of 1964
- 49 CFR part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- Section 504 of the Rehabilitation Act of 1973
- The Age Discrimination Act of 1975
- Airport and Airway Improvement Act of 1982
- The Civil Rights Restoration Act of 1987
- Titles II and III of the Americans with Disabilities Act of 1990
- The Federal Aviation Administration's Nondiscrimination Statute
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency
- Title IX of the Education Amendments of 1972

P. Disadvantaged Business Enterprise

Source: 49 CFR part 26

Applicability: A sponsor that anticipates awarding $250,000 or more in AIP funding prime contracts in a federal fiscal year must have an approved Disadvantaged Business Enterprise (DBE) program on file with the FAA Office of Civil Rights (§26.21). The approved DBE program will identify a 3-year overall program goal that the sponsor bases on the availability of ready, willing, and able DBEs relative to all businesses ready, willing, and able to participate on the project. (§26.45).

Sponsors with a DBE program on file with the FAA must include the three following provisions, if applicable:

- Clause in all solicitations for proposals for which a contract goal has been established;
- Clause in each prime contract, and;
- Clause in solicitations that are obtaining DBE participation through race/gender neutral means.

As a condition of bid responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

1. Names and addresses of the DBE firms that will participate in the contract;
2. A description of the work each DBE firm will perform;
3. Percentage/dollar amount of the participation of each DBE firm listed under 1.
4. Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
5. If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in 49 CFR part 26 Appendix A

The requirements of 49 CFR part 26 apply to this contract. It is the policy of Jefferson County to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. Jefferson County encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

DBE Contract Assurances

Contracts as a result of this bid will include contract assurances per §26.13, if applicable:

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

1. Withholding monthly progress payments;
2. Accessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (§26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from Jefferson County. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of Jefferson County. This clause applies to both DBE and non-DBE subcontractors.

Q. Distracted Driving

Source: Executive Order 13513 2 CFR §200.67

DOT Order 3902.10

Applicability: The FAA encourages recipients of federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

Use of Provision: The following clause will be included in all Federally-assisted contracts regardless of amount:

In accordance with executive order 13513, federal leadership on reducing text messaging while driving, Andy OT order 3902.10, text messaging while driving, the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, Jefferson County encourages the contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles Papa forming work activities associated with the project. The contractor must include the substance of this clause and other sub tier contracts exceeding $3,500 that involve driving a motor vehicle and performance of work activities associated with the project.

R. Compliance with Federal Law, Regulations, and Executive Orders

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

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.

"*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."*

S. No Obligation by Federal Government

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

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."

T. Program Fraud and False or Fraudulent Statements or Related Acts

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.

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."

Section 16. Rating Criteria

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

- **Adherence to County Policy and Other Requirements, Debarment Statement, Conflict Disclosure**
    - Pass / Fail
- **Firm's Capability to Provide the Services – 40%**
    - Capability to perform all or most aspects of the project and recent experience with comparable airport improvement projects.
- **Project Understanding and Approach – 30 %**
    - Project understanding and approach; must be able to demonstrate an understanding and familiarity of these types of projects and describe your approach to completing projects.
- **Staff Qualifications – 10 %**
    - Key personnel, including subs, professional qualifications and experience and availability, and knowledge of FAA/Federally-Funded/CARES Act Grant funded project regulations, policies, and procedures.
- **Ability to Meet Timeline – 10%**
    - Demonstrated capability to deliver services in a timely manner.
- **DBE Goals & Good Faith Efforts – 10 %**
    - Ability to meet DBE goal of **1.95%** and documenting good faith efforts.

Evaluation:

All submittals received will be evaluated and ranked upon the responsiveness to the RFQ. A minimum of two firms may be selected for further evaluation and requested to participate in a formal interview as part of the selection process. Alternatively, the most qualified firm or team may be selected directly following the evaluation.

Scope of Work/Fee Proposal:

Following the selection process, the County/Airport will enter into contract negotiations with the selected individual/firm. The County and individual/firm will meet to discuss the proposed services and scope of work. The firm will then be expected to prepare and submit a detailed breakdown proposal detailing hourly rates, markups, anticipated reimbursable expenses, direct salary costs, labor, general and administrative overhead, and profit data for the project. A cost analysis may be performed for each of these negotiations. Work will be performed under a lump sum basis or a not to exceed basis. If negotiations fail, either in scope of work or other contract items, the County will then enter into negotiations with the next highest qualified consultant.

Fees, rates, and other monetary considerations are not to be discussed during the Qualification process.

Section 17. Submission Requirements

Respondents are responsible for submitting: **One (1) original and four (4) proposal copies; with all copies to include a completed copy of this specifications packet, in its entirety.**

Additionally, Respondent must monitor the Jefferson County Purchasing Department Website 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.

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, July 28, 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.

DEADLINE FOR QUESTIONS:

The deadline for asking questions in writing or requesting additional information (in writing or in person) is:
5:00 pm CT, Wednesday, July 21, 2021.

Please direct all questions to Jamey West, Assistant Purchasing Agent via email at: jwest@co.jefferson.tx.us
Questions regarding the scope of work must be directed to Jamey West in order to keep an accurate record of communication among all parties.

Courthouse Security:

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. 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.
Respondents are strongly urged to plan accordingly.

County Holidays – 2021:

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.

VENDOR REFERENCES

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

THIS FORM MUST BE RETURNED WITH YOUR OFFER.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

<u>Respondent</u>: Complete & Return this Form with Qualifications Submission.

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

_____

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

_____

Date

<u>Respondent</u>: Complete & Return this Form with Qualifications 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 sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants 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 Proposal (RFP) 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., “RFP-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 Red

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a.bid/offer/application _____ b. initial award c. post-award	**3. Report Type:** a. initial filing _____ b. material change **For material change only:** Year _____ quarter _____ Date of last report_____

4. Name and Address of Reporting Entity: ____ Prime _____ Sub-awardee Tier_____, if Known: **Congressional District,** *if known*:	**5. If Reporting Entity in No. 4 is Sub-awardee,** Enter Name and Address of Prime: **Congressional District,** *if known*:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. 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)**

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>: Complete & 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

<u>Respondent</u>: Complete & 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>: Complete & Return this Form with Qualifications Submission.

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

_____, 2021

_____
Notary Public

State of _____

My Commission Expires: _____

<u>Respondent</u>: Return this Form with Qualifications Submission.

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

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

June 29, 2021
Date

Attest:

~~Carolyn L. Guidry~~ Theresa Goodness,
~~County Clerk~~ Interim County Clerk

Bidder: 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

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 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.

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.

SAM.GOV®

WESCAM USA, INC.

SAM search results as of 6/23/2021. - GW

DUNS Unique Entity ID	SAM Unique Entity ID	CAGE / NCAGE
617812107	**C9P6LLA9PBL4**	**4CKJ8**
Purpose of Registration	Expiration Date	Registration Status
All Awards	**Apr 12, 2022**	**Active**
Physical Address	Mailing Address	
424 Aviation BLVD **Santa Rosa, California 95403** **United States**	**424 Aviation** **Santa Rosa, California 95403** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**Wusa**	**(blank)**
Congressional District	State / Country of Incorporation	URL
California 05	**Florida / United States**	**(blank)**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Apr 13, 2021	**Apr 12, 2021**	**Feb 14, 2013**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Oct 17, 2005	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	**Business or Organization**	**(blank)**
Profit Structure		
For Profit Organization		

Government Types

(blank)

Accepts Credit Card Payments	Debt Subject To Offset
Yes	**No**

Points of Contact

Electronic Business

Sarah Pastene, B&P Coordinator	**424 Avaitiona BLVD.** **Santa Rosa, California 95403** **United States**
Heather Steckel, Contracts Manager	424 Aviation BLVD. Santa Rosa, California 95403 United States

Government Business

Heather Steckel, Contracts Manager	**424 Aviation BLVD.** **Santa Rosa, California 95403** **United States**
Sarah Pastene, B&P Coordinator	420 Avaitiona BLVD. STE 101 Santa Rosa, California 95403 United States

Past Performance

Heather Steckel, Contracts Manager	**424 Aviation BLVD.** **Santa Rosa, California 95403** **United States**

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**334511**	**Search, Detection, Navigation, Guidance, Aeronautical, And Nautical System And Instrument Manufacturing**
	334220	**Radio And Television Broadcasting And Wireless Communications Equipment Manufacturing**
	334290	**Other Communications Equipment Manufacturing**
	336413	**Other Aircraft Parts And Auxiliary Equipment Manufacturing**

Disaster Response

This entity does not appear in the disaster response registry.

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™

REVISED Technical Specifications	Compliance	Comments
Notes:		

[redacted]

L3HARRIS™

REVISED Technical Specifications	Compliance	Comments
[redacted]		

L3HARRIS™

WESCAM MX™-10 Specification Compliance Matrix

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

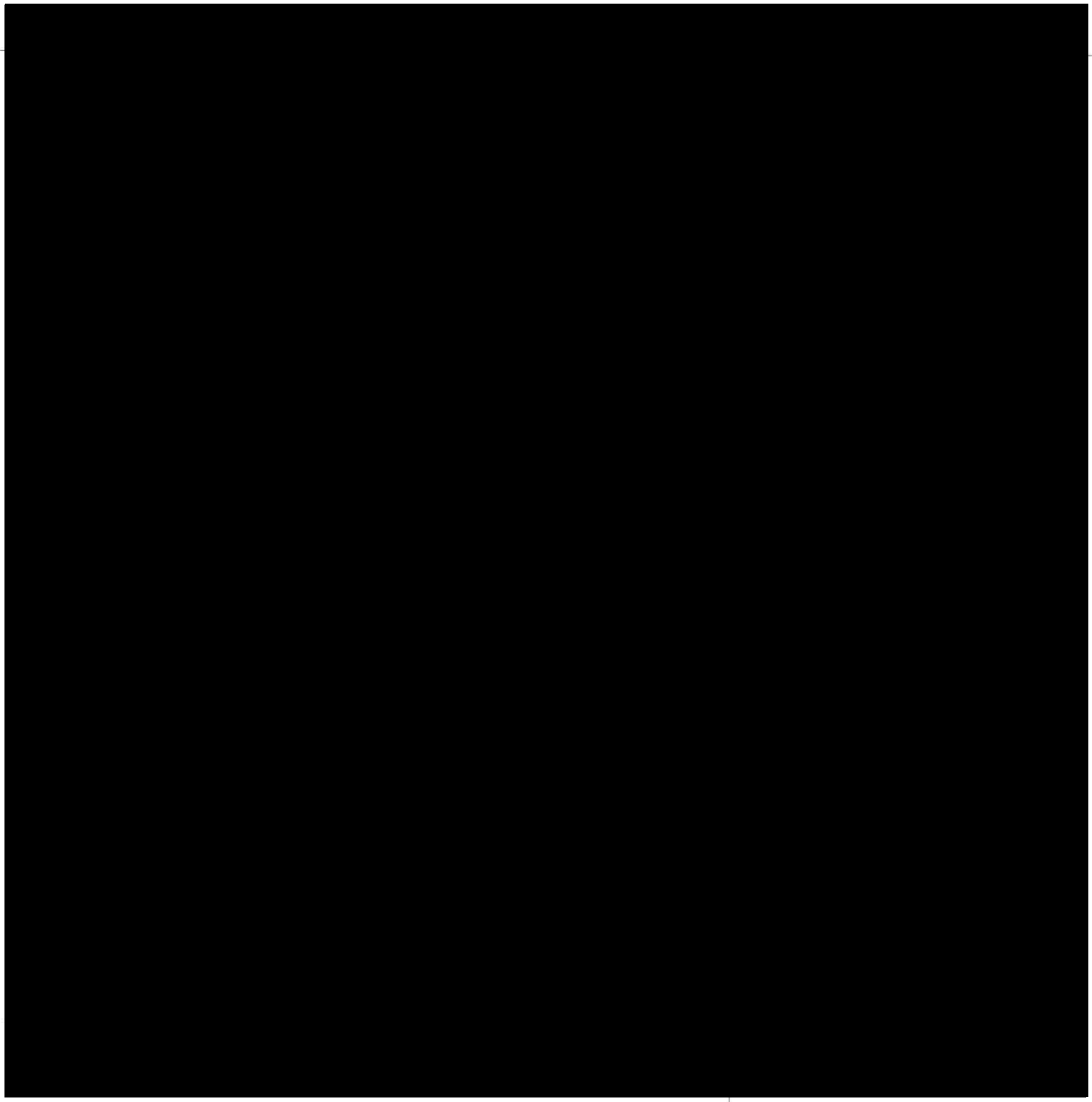
▪ *Itemized Comparison: Bidder shall submit an Itemized Comparison documenting equivalence for dimensions, quality, performance, and features of the products offered – in comparison with the technical specifications included in this Invitation for Bid.*

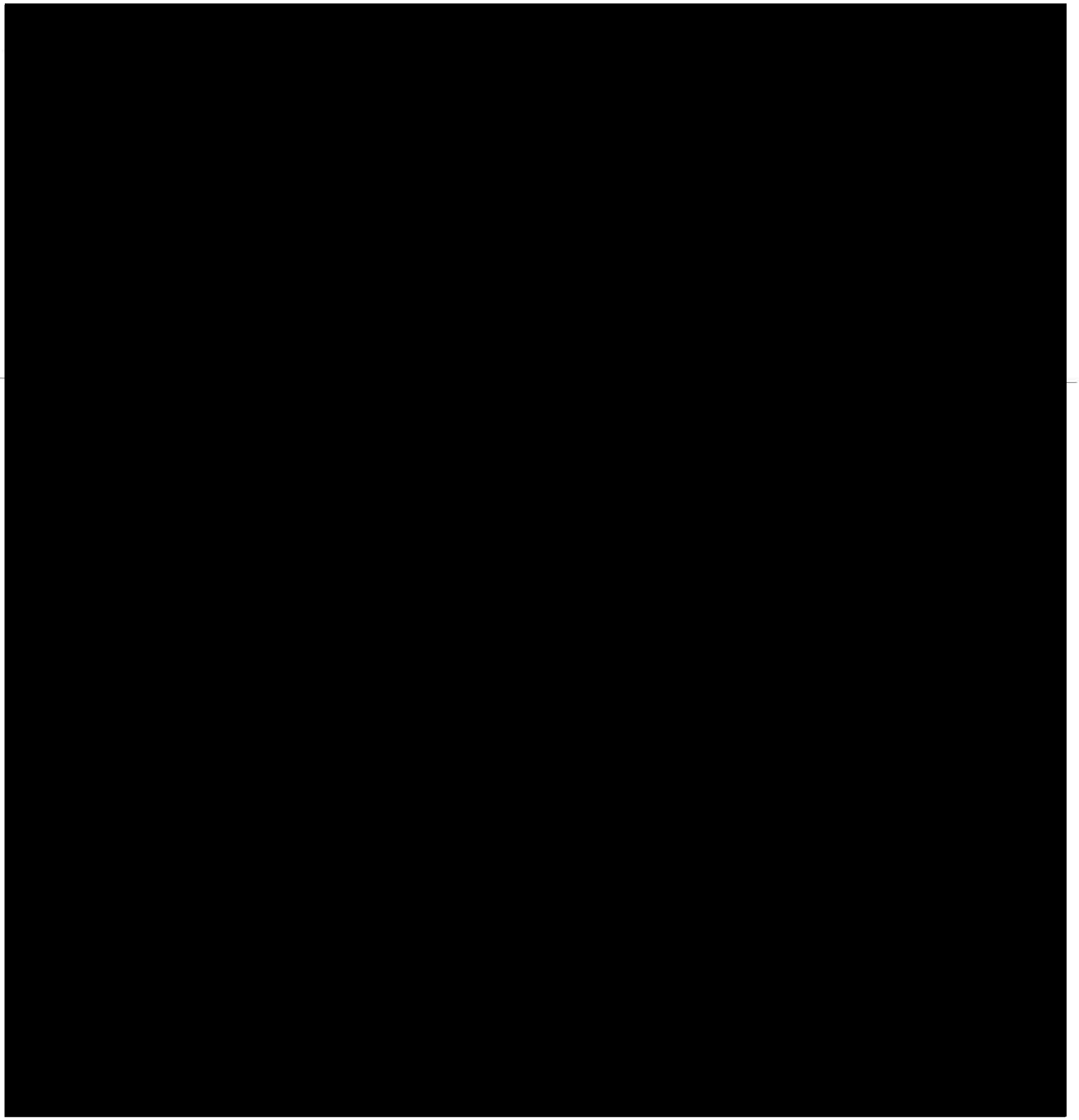
REVISED Technical Specifications	Compliance	Comments
[redacted]		

INSERT COPY OF MANUFACTURER'S SPECIFICATIONS BEHIND THIS PAGE

L3HARRIS™
FAST. FORWARD.

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





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L3HARRIS™
FAST. FORWARD.

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.

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

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.

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.	Heather Steckel
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

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 sworn, did swear and confirm that the above is true and correct.

Notary Seal

NOTARY PUBLIC STATE OF OHIO
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:

James West Assistant Purchasing Agent
Purchasing Representative

June 23, 2021
Date

Bidder: Complete & Return this Form with Offer.

Glenn Hegar
Texas Comptroller of Public Accounts

Purchasing

Divestment Statute Lists

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

- Companies that Boycott Israel [comptroller.texas.gov/purchasing/docs/anti-bds.pdf] — *Updated June 2021*
- Scrutinized Companies with ties to Sudan [comptroller.texas.gov/purchasing/docs/sudan-list.pdf]— *Updated November 18, 2020*
- Scrutinized Companies with ties to Iran [comptroller.texas.gov/purchasing/docs/iran-list.pdf]— *Updated November 18, 2020*
- Designated Foreign Terrorist Organizations [comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf] — *Updated June 2021*
- Scrutinized Companies with ties to Foreign Terrorist Organizations [comptroller.texas.gov/purchasing/docs/fto-list.pdf]
- FAQ for Investing Entities [comptroller.texas.gov/purchasing/docs/SB-253-guidance.pdf]

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

COMPANY NAME	ISSUER ID	ISIN
ASN BANK NV	ID000000002407715	
BETSAH INVEST SA		
CACTUS SA		
CO-OPERATIVE GROUP LIMITED	IID000000002241186	GB00BFXWHQ29
DNB ASA	IID000000002150825	NO0010031479
GULOGUZ DIS DEPOSU TICARET VE PAZARLAMA LTD		
KARSTEN FARMS		
KLP KAPITALFORVALTNING AS		
KOMMUNAL LANDSPENSJONSKASSE GJENSIDIG FORSIKRINGSSELSKAP	IID000000002228977	XS1217882171

Updated June 2021

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

Company Name	ISIN

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

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

Updated November 2020

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

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

Updated November 2020

List of Designated Foreign Terrorist Organizations
Pursuant to Texas Government Code Chapter 2270

Organization

Abdallah Azzam Brigades (AAB)
Abu Sayyaf Group (ASG)
Al-Aqsa Martyrs Brigade (AAMB)
al-Ashtar Brigades (AAB)
al-Mulathamun Battalion (AMB)
al-Nusrah Front
al-Qa'ida (AQ)
al-Qa'ida in the Arabian Peninsula (AQAP)
Al-Qa'ida in the Indian Subcontinent
al-Qaida in the Islamic Maghreb (AQIM)
al-Shabaab
Ansar al-Dine (AAD)
Ansar al-Islam (AAI)
Ansar al-Shari'a in Benghazi
Ansar al-Shari'a in Darnah
Ansar al-Shari'a in Tunisia
Ansaru
Army of Islam (AOI)
Asa'ib Ahl al-Haq (AAH)
Asbat al-Ansar (AAA)
Aum Shinrikyo (AUM)
Basque Fatherland and Liberty (ETA)
Boko Haram
Communist Party of the Philippines/New People's Army (CPP/NPA)
Continuity Irish Republican Army (CIRA)
Gama'a al-Islamiyya (Islamic Group – IG)
HAMAS
Haqqani Network (HQN)
Harakat Sawa'd Misr (HASM)
Harakat ul-Jihad-i-Islami (HUJI)
Harakat ul-Jihad-i-Islami/Bangladesh (HUJI-B)
Harakat ul-Mujahidin (HUM)
Hizballah
Hizbul Mujahideen (HM)
Indian Mujahedeen (IM)
ISIL Sinai Province (formerly Ansar Bayt al-Maqdis)

Organization

ISIL-Khorasan (ISIL-K)
ISIS-Bangladesh
ISIS-DRC
ISIS-Greater Sahara
ISIS-Mozambique
ISIS-Philippines
ISIS-West Africa
Islamic Jihad Union (IJU)
Islamic Movement of Uzbekistan (IMU)
Islamic Revolutionary Guard Corps (IRGC)
Islamic State of Iraq and the Levant (formerly al-Qa'ida in Iraq)
Islamic State of Iraq and the Levant's Branch in Libya (ISIL-Libya)
Jaish-e-Mohammed (JEM)
Jama'at Nusrat al-Islam wal-Muslimin (JNIM)
Jaysh al-Adl (formerly Jundallah)
Jaysh Rijal al-Tariq al Naqshabandi (JRTN)
Jemaah Anshorut Tauhid (JAT)
Jemaah Islamiya (JI)
Kahane Chai (Kach)
Kata'ib Hizballah (KH)
Kurdistan Workers Party (PKK, aka Kongra-Gel)
Lashkar i Jhangvi (LJ)
Lashkar-e Tayyiba (LeT)
Liberation Tigers of Tamil Eelam (LTTE)
Mujahidin Shura Council in the Environs of Jerusalem (MSC)
National Liberation Army (ELN)
Palestine Islamic Jihad (PIJ)
Palestine Liberation Front (PLF)
PFLP-General Command (PFLP-GC)
Popular Front for the Liberation of Palestine (PFLP)
Real Irish Republican Army (RIRA)
Revolutionary Armed Forces of Colombia (FARC)
Revolutionary People's Liberation Party/Front (DHKP/C)
Revolutionary Struggle (RS)
Shining Path (SL)
Tehrik-e Taliban Pakistan (TTP)

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

Updated June 2021

List of Companies Engaging in Scrutinized Business Operations
With a Designated Foreign Terrorist Organization
Pursuant to Texas Government Code Chapter 2270

COMPANY NAME
No Companies Identified

Updated June 2021

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.

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 Pearl 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

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
[redacted]		

L3HARRIS™

REVISED Technical Specifications	Compliance	Comments
[redacted]		

L3HARRIS™

REVISED Technical Specifications	Compliance	Comments
Notes:		

[redacted]

L3HARRIS™

WESCAM MX™-10 / detailed Price Submission

Qty	Model or Part No.	Description	Unit Price	Total Price
[redacted]				

L3HARRIS™

Cont. WESCAM MX™-10 detailed Price Submission

Qty	Model or Part No.	Description	Unit Price	Total Price
[redacted]				
Total Bid	[redacted]			$415,212

L3HARRIS™

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.

L3HARRIS™

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]



© 2019 L3Harris Technologies, Inc. | MX10-0401AC-Brochure

L3HARRIS™
FAST. FORWARD.

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.

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

June 29, 2021
Date

Attest:

~~Carolyn L. Guidry~~ Theresa Goodness,
~~County Clerk~~ Interim County Clerk

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

<u>Bidder</u>: 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

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 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.

SAM.GOV®

AEROCOMPUTERS, INC.

SAM Search Results as of 6/23/2021. GW

DUNS Unique Entity ID	SAM Unique Entity ID	CAGE / NCAGE
876541392	**U36BGZFF1UM4**	**39EX5**
Purpose of Registration	Expiration Date	Registration Status
All Awards	**Dec 26, 2021**	**Active**
Physical Address	Mailing Address	
1140 Corporate BLVD **Reno, Nevada 89502** **United States**	**2889 West Fifth Street** **Suite 111** **Oxnard, California 93030** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Nevada 02	**California / United States**	**http://www.aerocomputers.com/**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Jul 21, 2020	**Jun 29, 2020**	**May 2, 2005**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Mar 1, 1993	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	**Business or Organization**	**Manufacturer of Goods** **Subchapter S Corporation**
Profit Structure		
For Profit Organization		

Government Types

(blank)

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
Yes	**No**

Points of Contact

Electronic Business

David Cady, Executive Vice President	**2889 W Fifth Street Suite 111** **Oxnard, California 93030** **United States**
Meredith JeRue	2889 W Fifth Street Suite 111 Oxnard, California 93030 United States

Government Business

David Cady, Executive Vice President	**2889 W Fifth Street Suite 111** **Oxnard, California 93030** **United States**
David Cady, Executive Vice President	2889 W Fifth Street Suite 111 Oxnard, California 93030 United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**334111**	**Electronic Computer Manufacturing**
	334511	**Search, Detection, Navigation, Guidance, Aeronautical, And Nautical System And Instrument Manufacturing**
	541990	**All Other Professional, Scientific, And Technical Services**

Product and Service Codes

PSC	PSC Name
1680	**Miscellaneous Aircraft Accessories And Components**
5999	**Miscellaneous Electrical And Electronic Components**

Disaster Response

This entity does not appear in the disaster response registry.

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 21-021/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.

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

AEROCOMPUTERS
AIRBORNE SYSTEMS

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

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 15 Subpart C Section 15.209	• 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

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

AEROCOMPUTERS
AIRBORNE SYSTEMS

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.

AEROCOMPUTERS
AIRBORNE SYSTEMS

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.***

www.aerocomputers.com

Tel: (805) 985.3390
Fax: (805) 984.8782

AeroComputers
Airborne Systems
2889 West Fifth Street #111
Oxnard, CA 93030

AeroComputers Airborne Systems
SINCE 1993

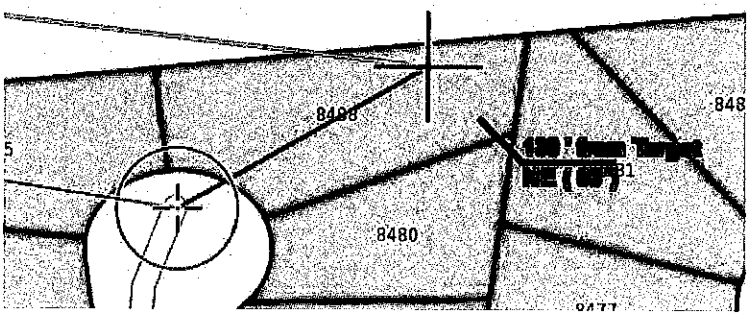
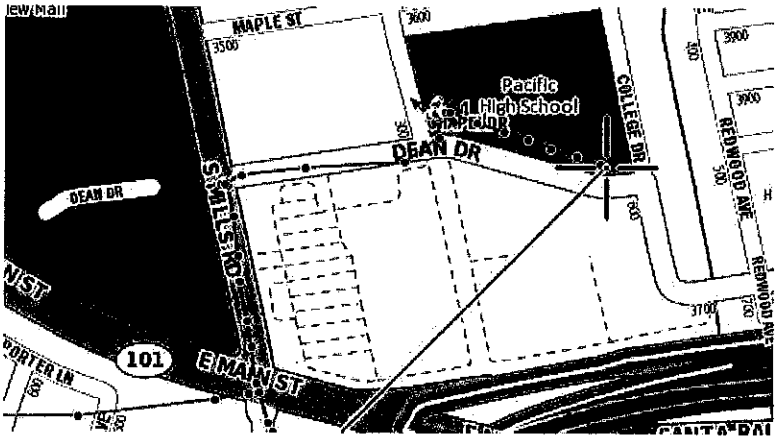
UC-6000 DIGITAL MAPPING SYSTEM MARKETING SPECIFICATION

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.

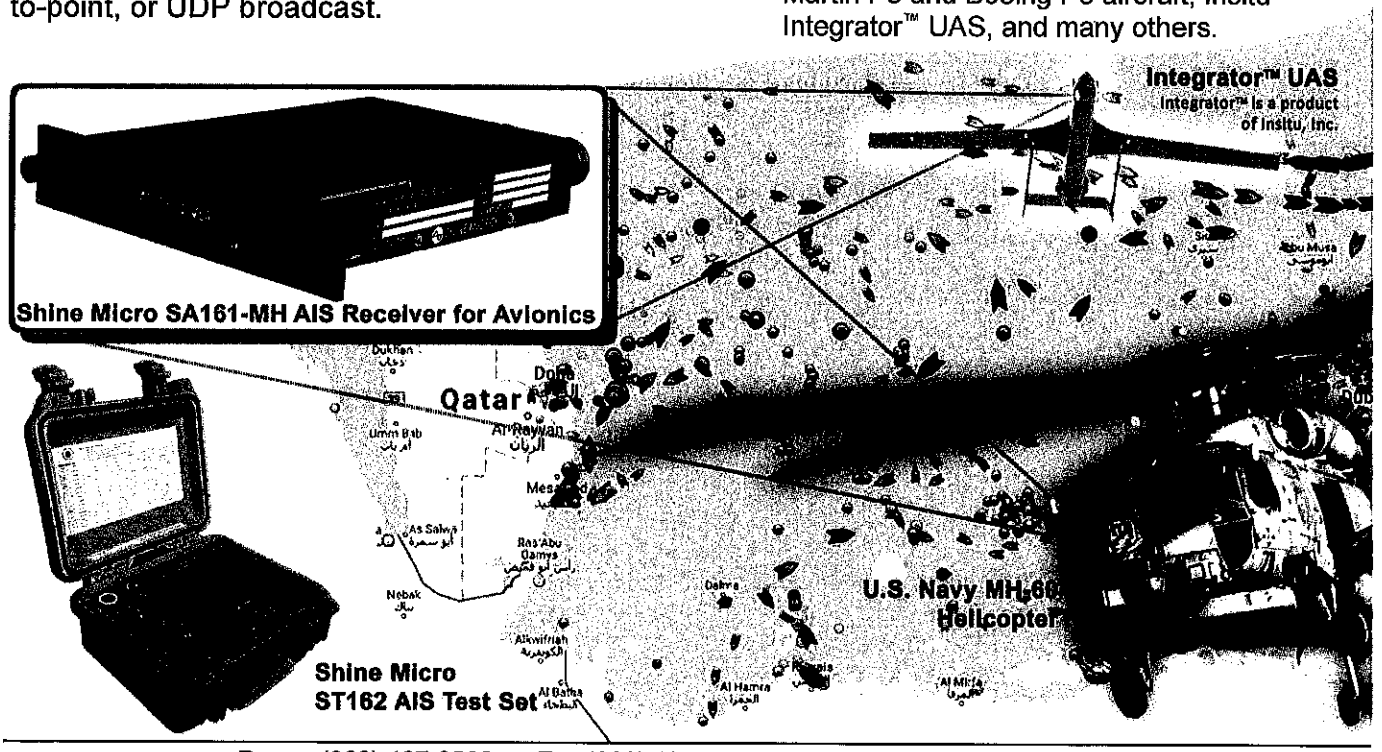
HIGHLIGHTS

- **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



PHONE (360) 437-2503 ▪ FAX (360) 437-4003 ▪ EMAIL INFO@SHINEMICRO.COM
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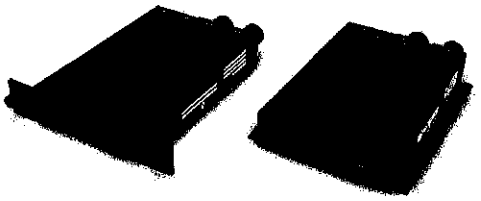
RADARPLUS® SA161-MH

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 – RS101
- 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.

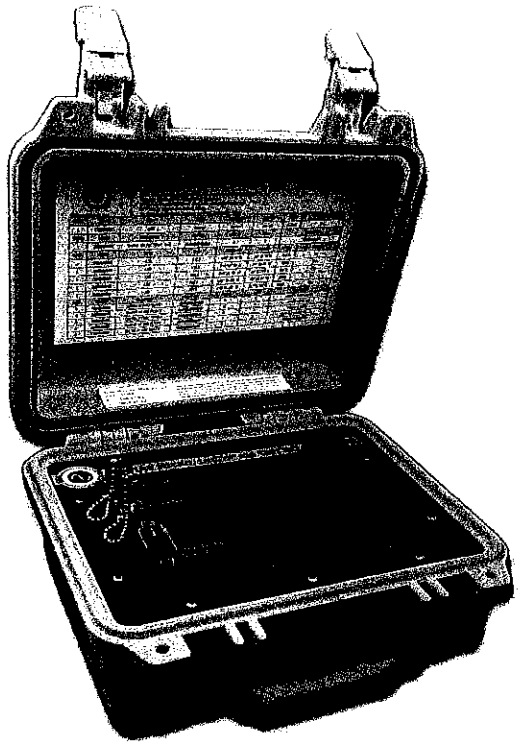
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SHINE MICRO®

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**

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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



AEROCOMPUTERS, IMPROVING THE SAFETY OF CITIZENS ONE MISSION AT A TIME

www.aerocomputers.com

Tel: (805) 985.3390
Fax: (805) 984.8782

AeroComputers, Inc.
Airborne Systems
2889 West Fifth Street #111
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.

TABLE OF CONTENTS

Introduction

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.

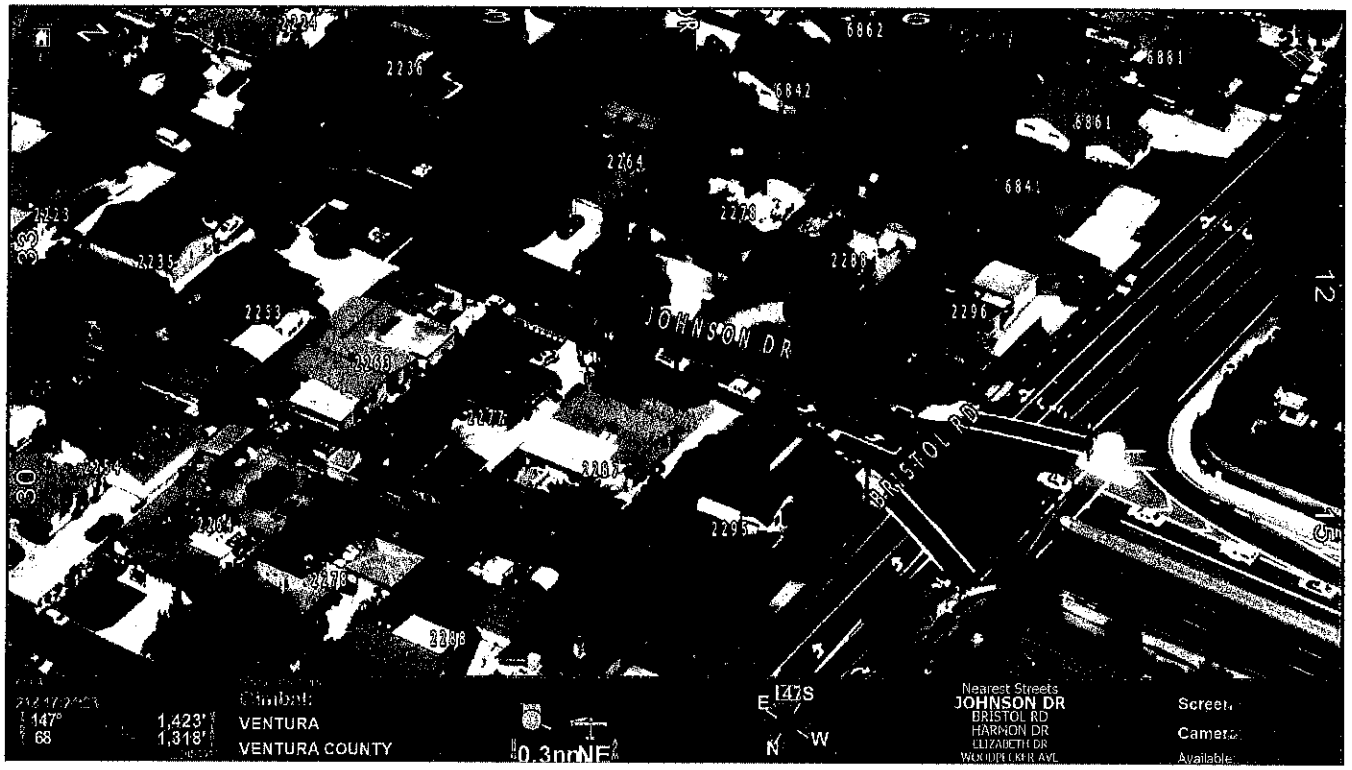


Figure 1



Figure 2

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Oxnard, CA 93030

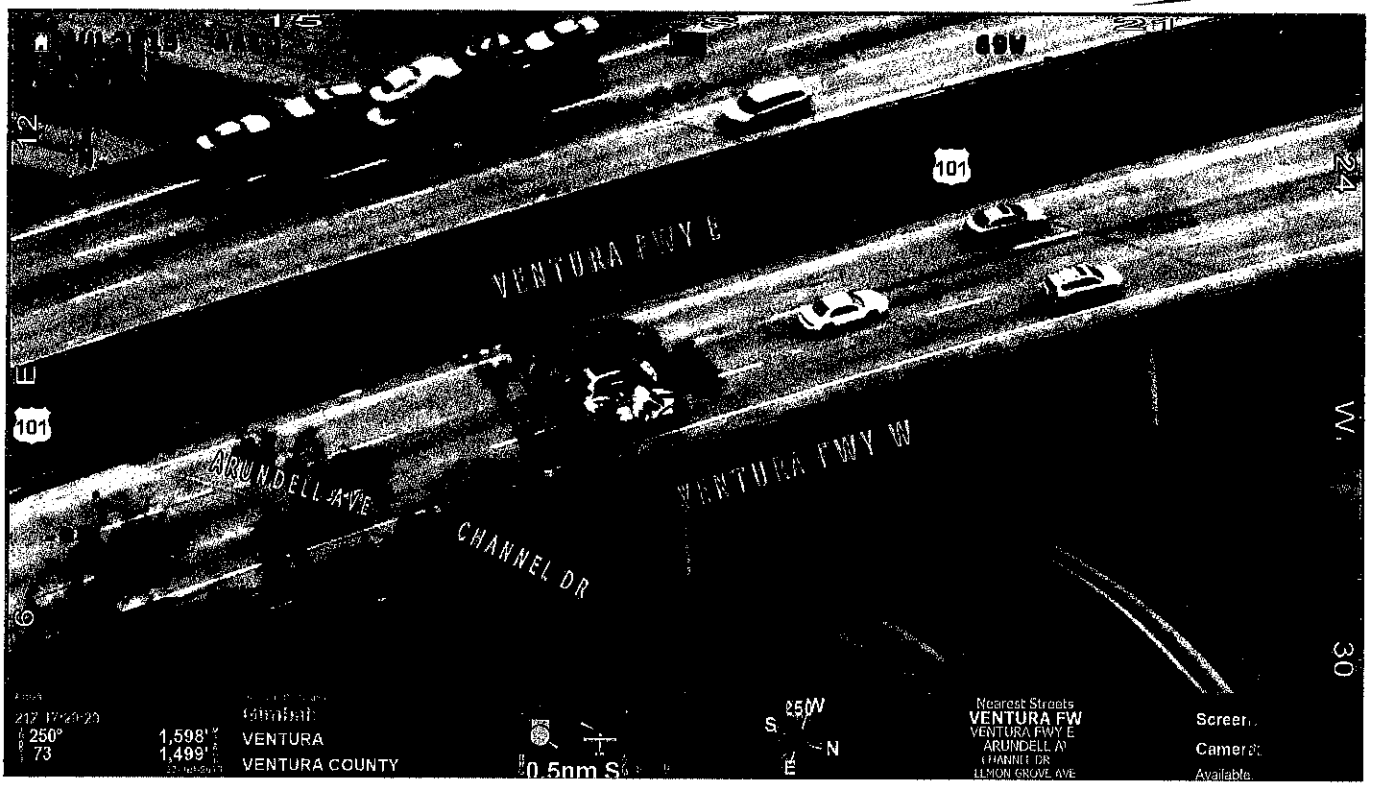


Figure 3



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

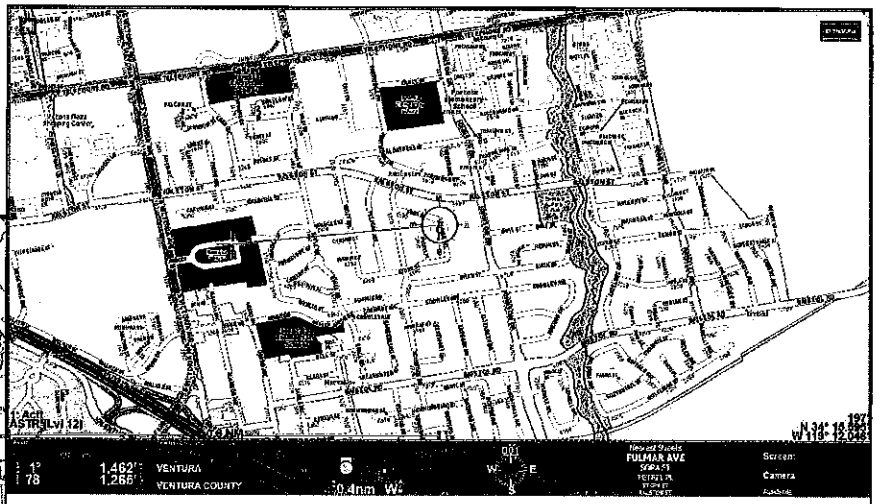


Figure 5

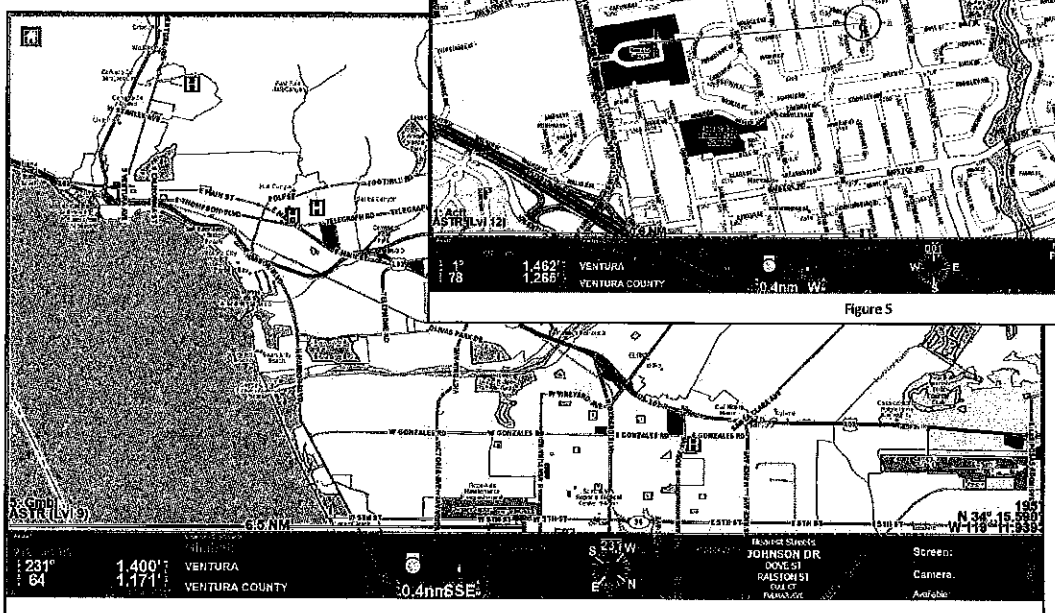


Figure 6

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).

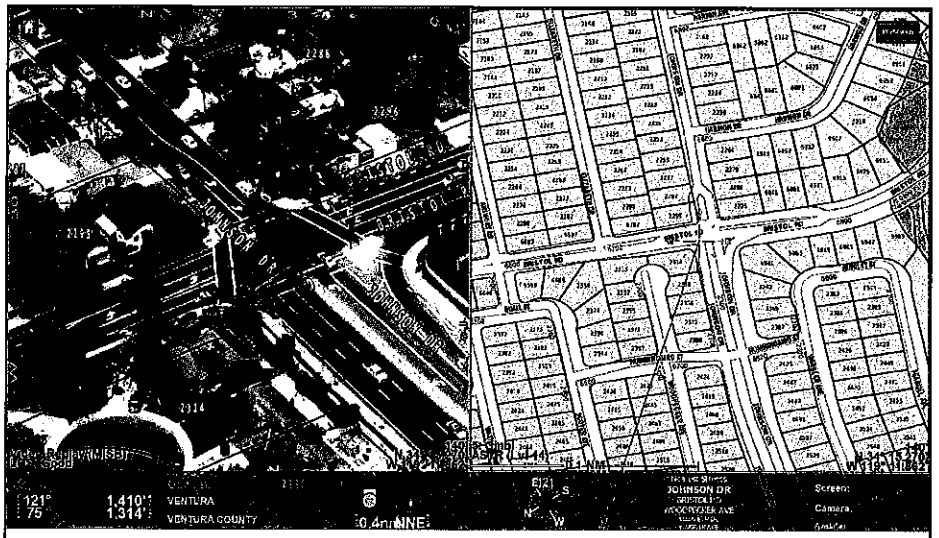


Figure 7



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.

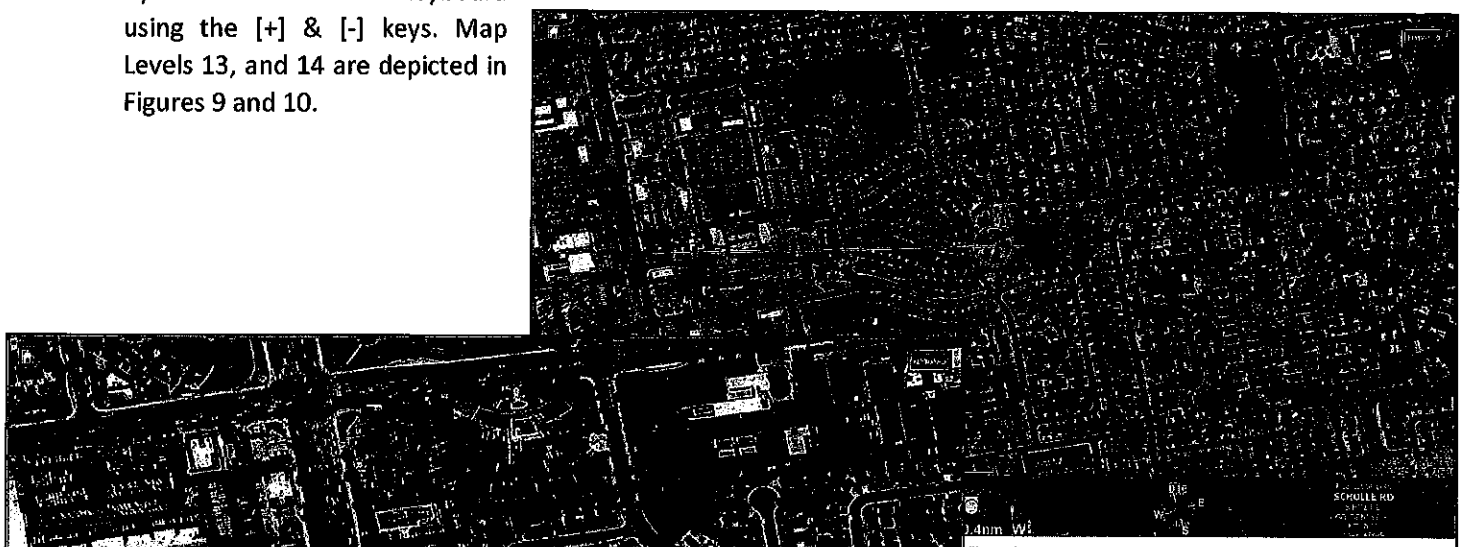


Figure 9



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.

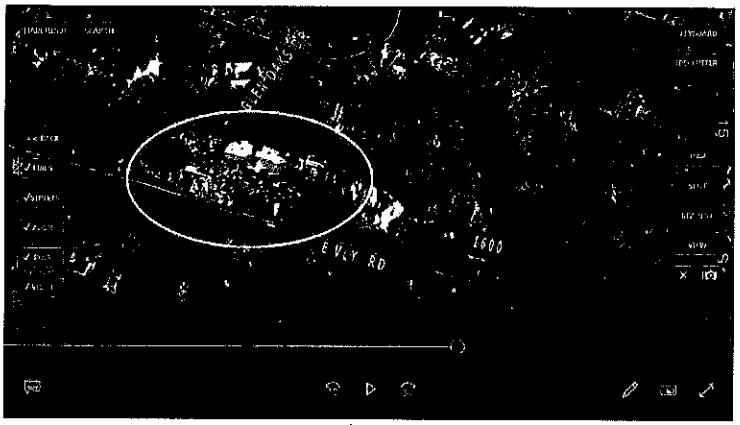


Figure 11

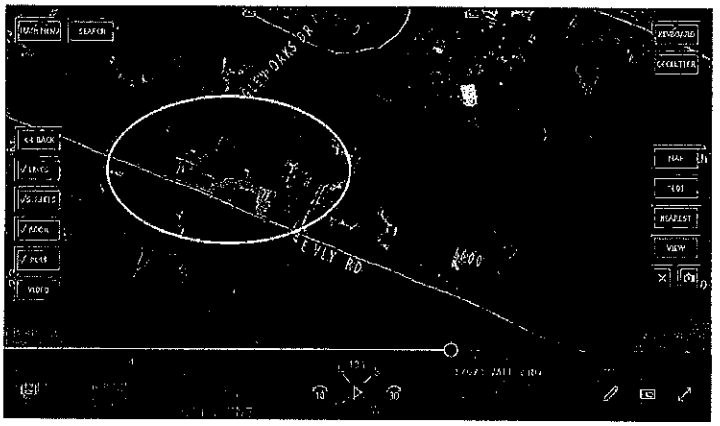


Figure 12



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.

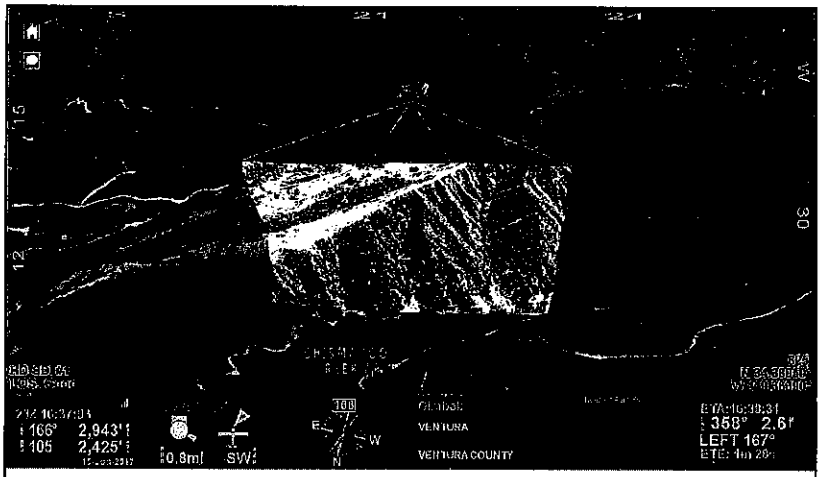


Figure 17

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. This

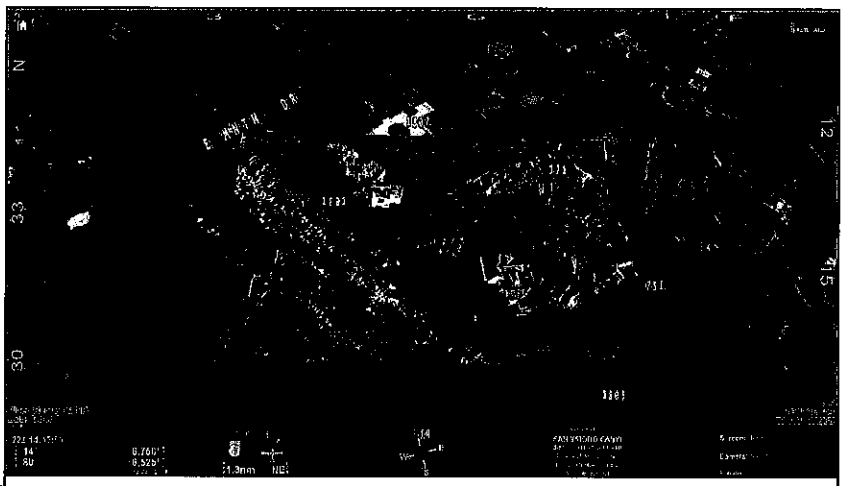


Figure 18A

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.

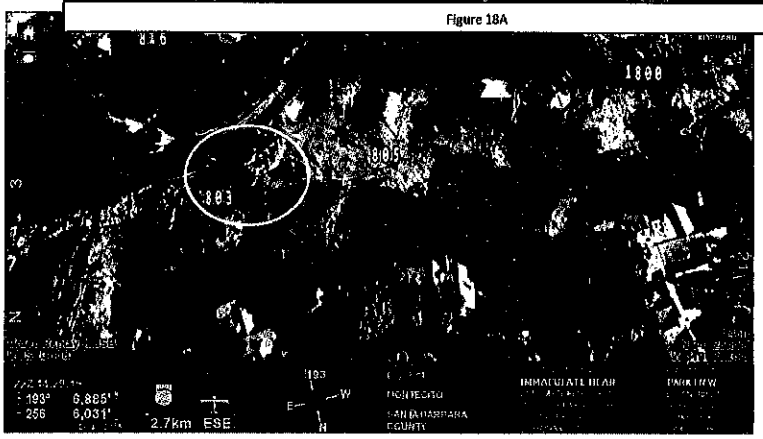


Figure 15

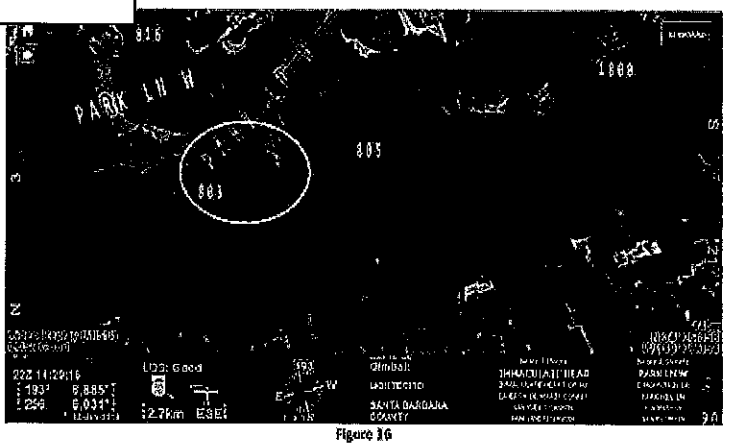


Figure 16

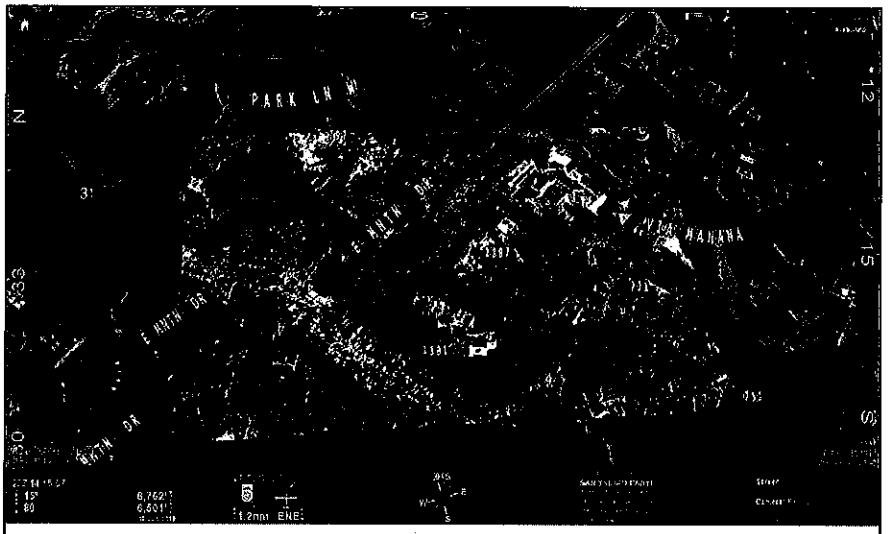


Figure 18B

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.

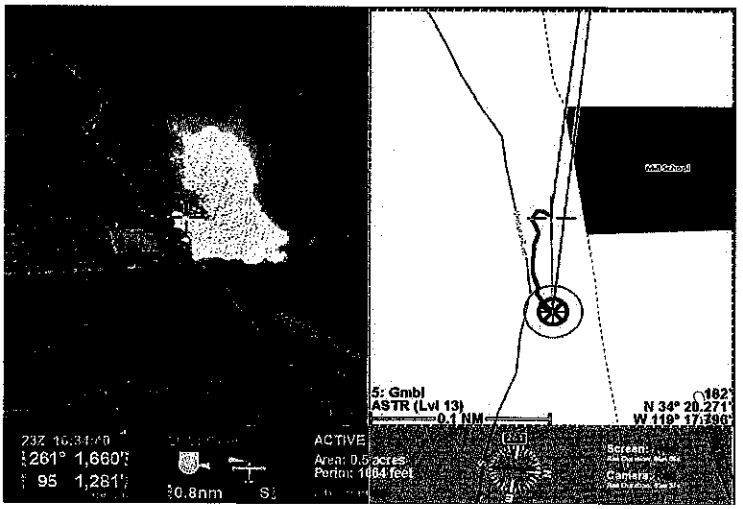


Figure 19

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.

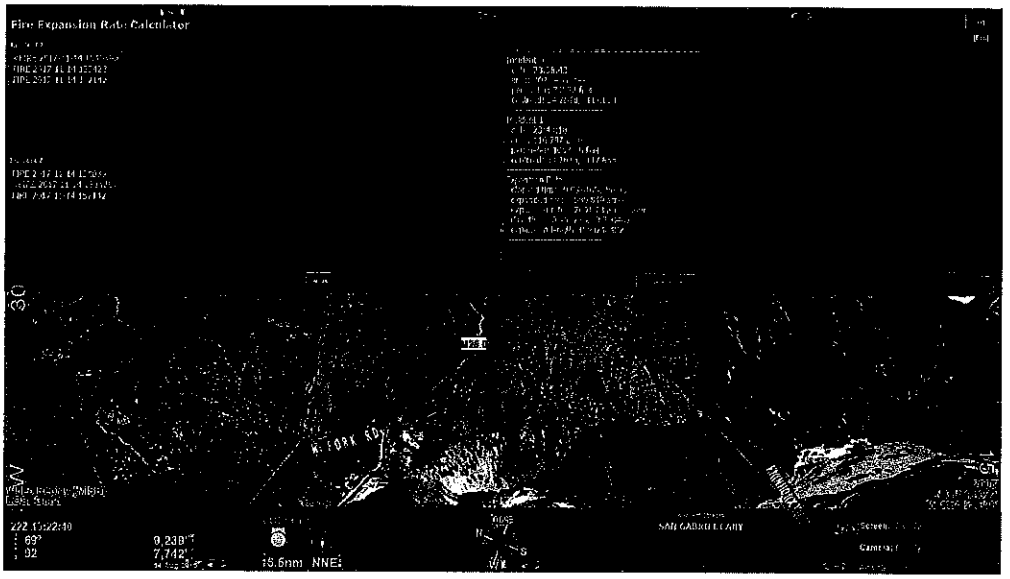


Figure 21

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.

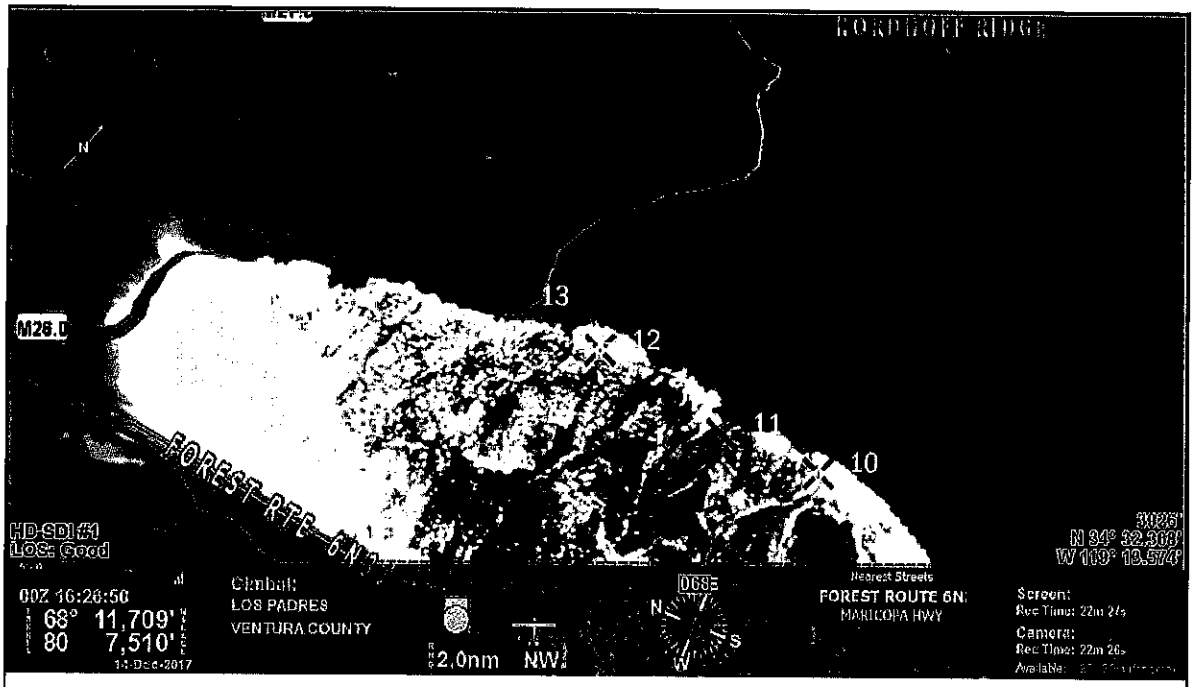


Figure 22

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Airborne Systems
2889 West Fifth Street #111
Oxnard, CA 93030

Tel: (805) 985.3390
Fax: (805) 984.8782

Figure 23 is a day camera view of the same scene displaying waypoints # 10 – # 13.

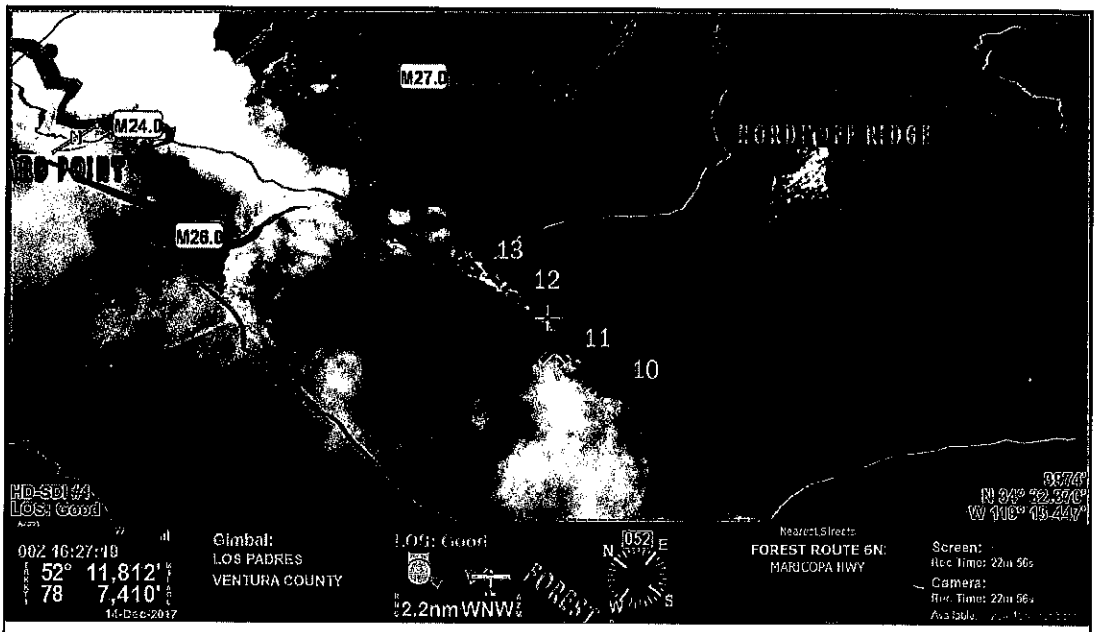


Figure 23

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.

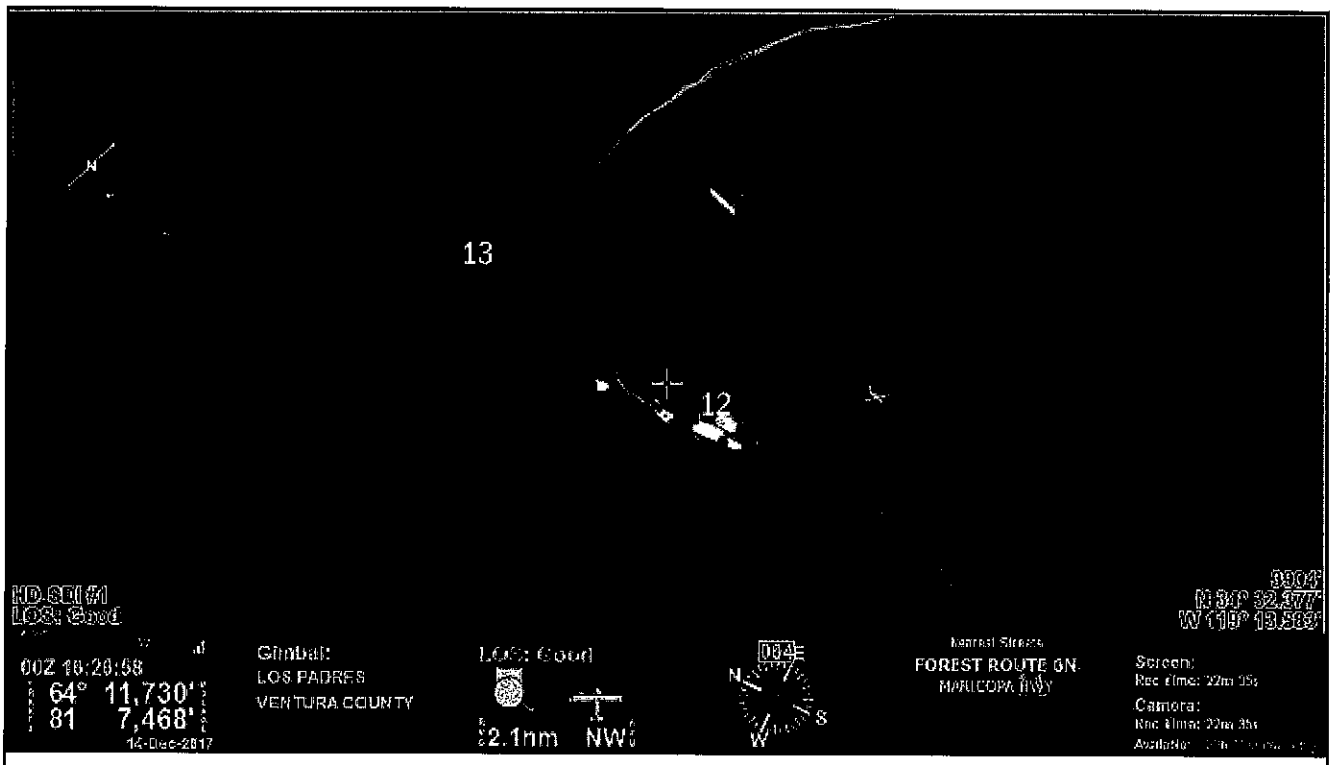


Figure 24

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Oxnard, CA 93030

Tel: (805) 985.3390
Fax: (805) 984.8782

Figure 25: Fire retardant is dropped at the edge of the fire to create an artificial firebreak establishing control lines ahead of the wildfire.

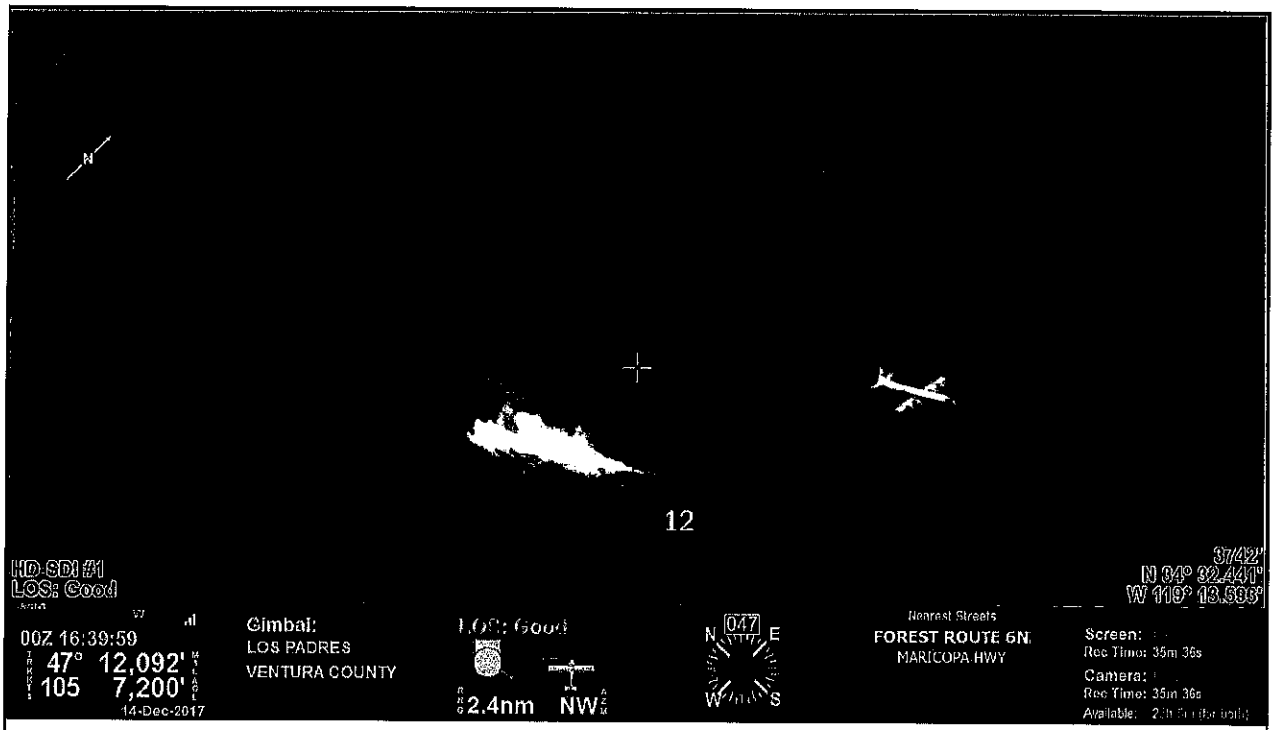


Figure 25

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".

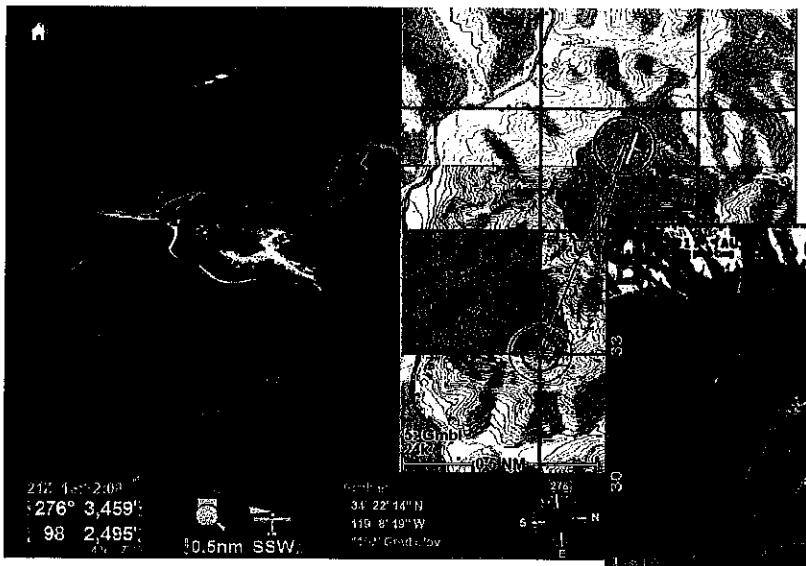


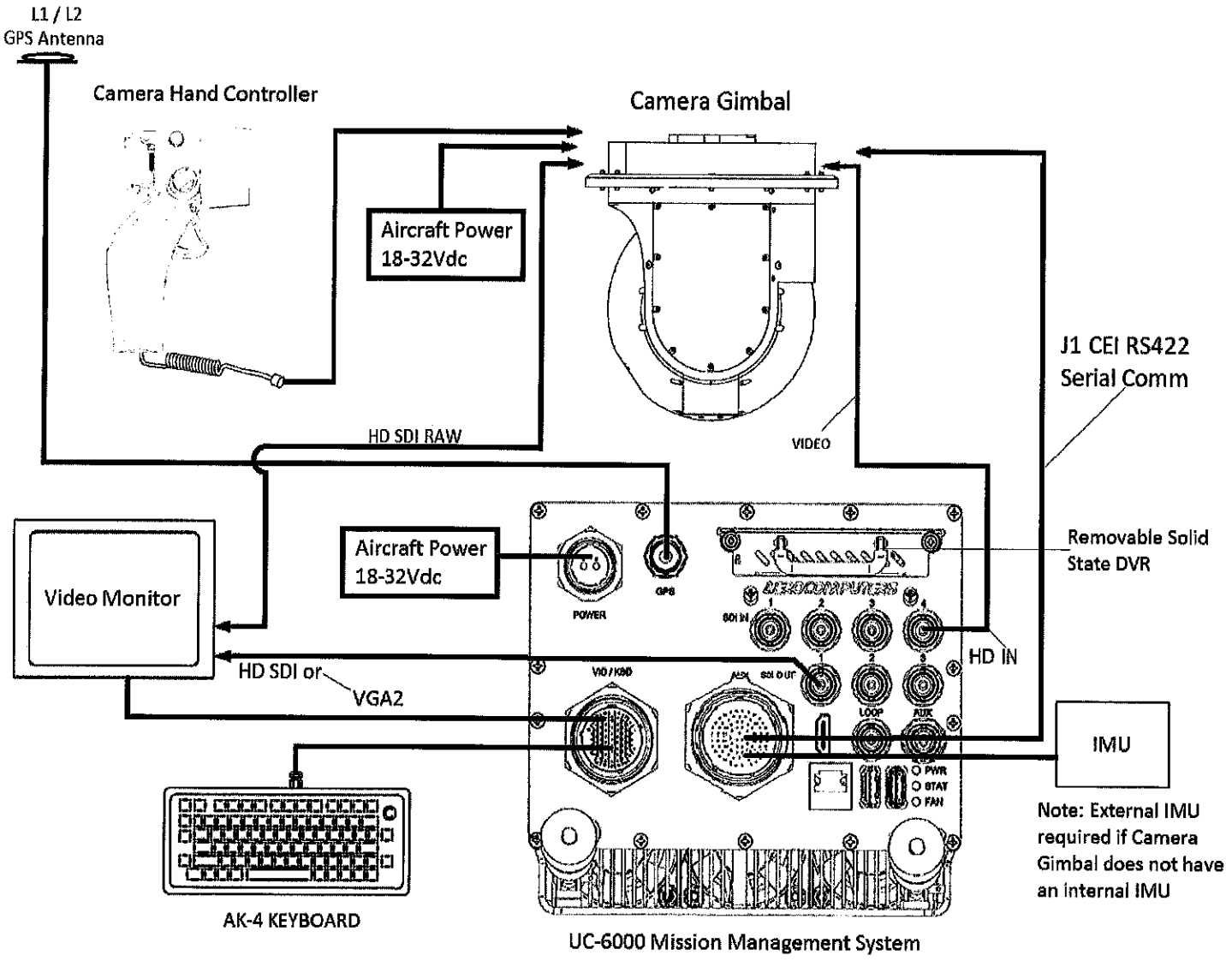
Figure 27

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

TYPICAL SYSTEM INTERCONNECT



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

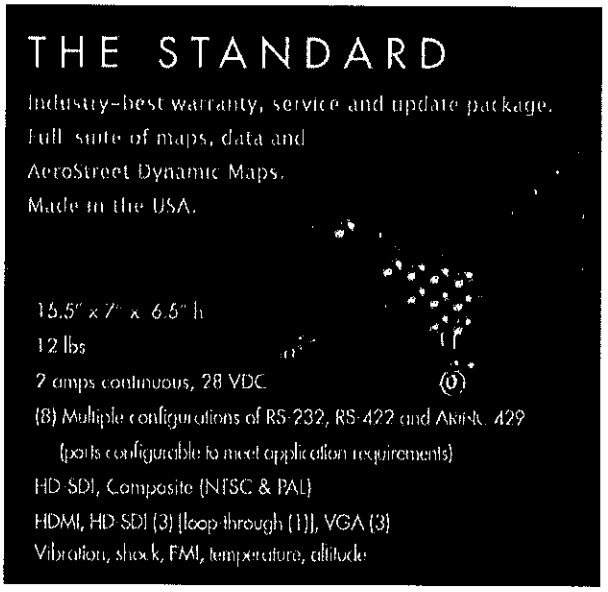
SUMMARY

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.

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

4/28/2021
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

4/28/2021
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

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: _____

©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:

James Wilst, Assistant Purchasing Agent

Purchasing Representative

June 23, 2021

Date

Bidder: Complete & Return this Form with Offer.

COMPTROLLER.TEXAS.GOV

Glenn Hegar
Texas Comptroller of Public Accounts

Purchasing

Divestment Statute Lists

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

- Companies that Boycott Israel [comptroller.texas.gov/purchasing/docs/anti-bds.pdf] — *Updated June 2021*
- Scrutinized Companies with ties to Sudan [comptroller.texas.gov/purchasing/docs/sudan-list.pdf]— *Updated November 18, 2020*
- Scrutinized Companies with ties to Iran [comptroller.texas.gov/purchasing/docs/iran-list.pdf]— *Updated November 18, 2020*
- Designated Foreign Terrorist Organizations [comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf] — *Updated June 2021*
- Scrutinized Companies with ties to Foreign Terrorist Organizations [comptroller.texas.gov/purchasing/docs/fto-list.pdf]
- FAQ for Investing Entities [comptroller.texas.gov/purchasing/docs/SB-253-guidance.pdf]

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

COMPANY NAME	ISSUER ID	ISIN
ASN BANK NV	ID000000002407715	
BETSAH INVEST SA		
CACTUS SA		
CO-OPERATIVE GROUP LIMITED	IID0000000022241186	GB00BFXWHQ29
DNB ASA	IID0000000002150825	NO0010031479
GULOGUZ DIS DEPOSU TICARET VE PAZARLAMA LTD		
KARSTEN FARMS		
KLP KAPITALFORVALTNING AS		
KOMMUNAL LANDSPENSJONSKASSE GJENSIDIG FORSIKRINGSSELSKAP	IID0000000002228977	XS1217882171

Updated June 2021

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

Company Name **ISIN**

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

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

Updated November 2020

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

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

Updated November 2020

List of Designated Foreign Terrorist Organizations
Pursuant to Texas Government Code Chapter 2270

Organization

Abdallah Azzam Brigades (AAB)
Abu Sayyaf Group (ASG)
Al-Aqsa Martyrs Brigade (AAMB)
al-Ashtar Brigades (AAB)
al-Mulathamun Battalion (AMB)
al-Nusrah Front
al-Qa'ida (AQ)
al-Qa'ida in the Arabian Peninsula (AQAP)
Al-Qa'ida in the Indian Subcontinent
al-Qaida in the Islamic Maghreb (AQIM)
al-Shabaab
Ansar al-Dine (AAD)
Ansar al-Islam (AAI)
Ansar al-Shari'a in Benghazi
Ansar al-Shari'a in Darnah
Ansar al-Shari'a in Tunisia
Ansaru
Army of Islam (AOI)
Asa'ib Ahl al-Haq (AAH)
Asbat al-Ansar (AAA)
Aum Shinrikyo (AUM)
Basque Fatherland and Liberty (ETA)
Boko Haram
Communist Party of the Philippines/New People's Army (CPP/NPA)
Continuity Irish Republican Army (CIRA)
Gama'a al-Islamiyya (Islamic Group – IG)
HAMAS
Haqqani Network (HQN)
Harakat Sawa'd Misr (HASM)
Harakat ul-Jihad-i-Islami (HUJI)
Harakat ul-Jihad-i-Islami/Bangladesh (HUJI-B)
Harakat ul-Mujahidin (HUM)
Hizballah
Hizbul Mujahideen (HM)
Indian Mujahedeen (IM)
ISIL Sinai Province (formerly Ansar Bayt al-Maqdis)

Organization

ISIL-Khorasan (ISIL-K)
ISIS-Bangladesh
ISIS-DRC
ISIS-Greater Sahara
ISIS-Mozambique
ISIS-Philippines
ISIS-West Africa
Islamic Jihad Union (IJU)
Islamic Movement of Uzbekistan (IMU)
Islamic Revolutionary Guard Corps (IRGC)
Islamic State of Iraq and the Levant (formerly al-Qa'ida in Iraq)
Islamic State of Iraq and the Levant's Branch in Libya (ISIL-Libya)
Jaish-e-Mohammed (JEM)
Jama'at Nusrat al-Islam wal-Muslimin (JNIM)
Jaysh al-Adl (formerly Jundallah)
Jaysh Rijal al-Tariq al Naqshabandi (JRTN)
Jemaah Anshorut Tauhid (JAT)
Jemaah Islamiya (JI)
Kahane Chai (Kach)
Kata'ib Hizballah (KH)
Kurdistan Workers Party (PKK, aka Kongra-Gel)
Lashkar i Jhangvi (LJ)
Lashkar-e Tayyiba (LeT)
Liberation Tigers of Tamil Eelam (LTTE)
Mujahidin Shura Council in the Environs of Jerusalem (MSC)
National Liberation Army (ELN)
Palestine Islamic Jihad (PIJ)
Palestine Liberation Front (PLF)
PFLP-General Command (PFLP-GC)
Popular Front for the Liberation of Palestine (PFLP)
Real Irish Republican Army (RIRA)
Revolutionary Armed Forces of Colombia (FARC)
Revolutionary People's Liberation Party/Front (DHKP/C)
Revolutionary Struggle (RS)
Shining Path (SL)
Tehrik-e Taliban Pakistan (TTP)

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

Updated June 2021

List of Companies Engaging in Scrutinized Business Operations
With a Designated Foreign Terrorist Organization
Pursuant to Texas Government Code Chapter 2270

COMPANY NAME
No Companies Identified

Updated June 2021

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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CONTRACT RENEWAL FOR IFB 19-029/YS
TERM CONTRACT FOR PEST CONTROL SERVICES FOR JEFFERSON COUNTY

The County entered into a contract with Aattaboy Termite and Pest Control, Inc. for Jefferson County for one (1) year, from June 17, 2019 to June 16, 2020, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its second one-year option to renew the contract for one (1) additional year from July 14, 2021 to July 13, 2022.

ATTEST:

Carolyn L. Guidry, County Clerk
Theresa Goodness, Interim County Clerk

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

CONTRACTOR:
Aattaboy Termite and Pest Control, Inc.

Jackie Papania
(Name)

ATTACHMENT A

IFB 19-004/YS
Term Contract for Lighting Supplies for Runway and Taxiway at Jack Brooks Regional Airport
Awarded: March 4, 2019

Renewal 1: 3/3/2020 – 3/2/2021 Updated: 2/27/2020

Item	Description	Approx. Annual Usage	Brand	Unit Price (per bulb)	Vendor
1	Bulb: EXL 30 Watt, 6.6 amp quartz (GE, Part #11478)	300	OSRAM #58850	$6.85	Airport Lighting Company
2	Bulb: 120 Watt, 6.6 amp quartz (GE, Part #10099, EVV 120 Watt)	100	Phillips #6128	$12.33	Airport Lighting Company
3	Bulb: EZL 200 Watt, 6.6 amp quartz (GE, Part #15243)	50	OSRAM #58851	$14.07	Airport Lighting Company
4	Bulb: 62 Watt, 6.6 amp MR 16, (GE Crouse Hinds , Part #20590)	300	~~GE Crouse Hinds~~ Norva 62 watt 6.6 MR16	~~$39.80~~ $21.40	blueglobes, llc
5	~~LED Elevated Taxiway Edge Light (ADB Part #ETES/1110 Blue)~~	~~15~~	~~ADB~~ No longer available	~~$150.00~~	~~blueglobes, llc~~ No longer available
6	Bulb: 48 Watt, 6.6 amp quartz (GE Crouse Hinds Part #64337A)	50	Phillips #6101	$13.00	Airport Lighting Company
7	Transformer 30/45 Watt, 6.6 amp (ADB brand, Part #1st 045660010)	50	Amerace #TZ10066D-01	$46.69	Airport Lighting Company
8	Transformer 100 Watt, 6.6 amp (ADP brand, Part #1st 100666010)	50	Amerace #TA10066D-01	$79.41	Airport Lighting Company
9	300 Watt Transformer (ADP, Part #1st 300666010)	25	Amerace #TZ300666-01	$107.78	Airport Lighting Company
10	Termination Kits (Amerace, Part #54 Super D4-D4)	150	Amerace	$17.01	Airport Lighting Company

11	Light Assembly (ADB Part #ETES/1110)	20	Airport Lighting Company #ALC-861L-BB-14	$111.11	Airport Lighting Company
12	Light Assembly Cord Set (ADB, Part #44A1701/15 L823)	50	~~ADB~~ Integro	$14.00	blueglobes, llc
13	Head Assembly 14 inch (ADB, Part #44B484/1X L861)	20	~~ADB~~ ALC	~~$48.00~~ $54.80	blueglobes, llc
14	Field Lighting Arrestors 44A6102	6	Airport Lighting Company #ALA-1	$305.23	Airport Lighting Company
15	Airfield Wire: Spool (3000 ft) Rome XLP power cable (8AWG C U 5 KV non-shielded FAA L 824 Type C)	2	Draka Cable #L-824C #8 5KV	$1,627.26	Airport Lighting Company

Airport Lighting Company
108 Fairgrounds Drive
Manlius NY 13104
attn: Steve Shaw
steves@airportlightingcompany.com
ph: 315-682-6460
fx: 315-682-6469

blueglobes, llc
819 Harmony Road, Suite 200
Eatonton GA 31024
attn: Max Moody
max@blueglobesmail.com
ph: 706-923-2661
fx: 706-923-2801

CONTRACT RENEWAL FOR IFB 19-004/YS
TERM CONTRACT FOR LIGHTING SUPPLIES FOR RUNWAY AND TAXIWAY AT JACK BROOKS REGIONAL AIRPORT

The County entered into a contract with blueglobes, llc for one (1) year, from March 4, 2019 to March 3, 2020, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its second one-year option to renew the contract for one (1) additional year from March 2, 2021 to March 1, 2022

ATTEST:

~~Carolyn L. Guidry, County Clerk~~
Theresa Goodness Interm County Clerk

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

CONTRACTOR:
blueglobes, llc

Max Moody

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

Spectrum ENTERPRISE

SERVICE ORDER

THIS SERVICE ORDER ("Service Order"), is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below) and is governed by and subject to the Spectrum Enterprise Commercial Terms of Service posted to the Spectrum Enterprise website, https://enterprise.spectrum.com/ (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a "Service Agreement"). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Spectrum Enterprise Contact Information	
Spectrum Enterprise 12405 Powerscourt Drive St. Louis, MO 63131	Contact: Altoria Prince Telephone: 4092171760 Email: altoria.prince@charter.com

Customer Information		
Customer Name JEFFERSON COUNTY (HQ)		Order # 12646050
Address 1149 PEARL ST Data Cente BEAUMONT TX 77701		
Telephone (409) 736-2851		Email: pct3sc@co.jefferson.tx.us
Contact Name KimberlyDoyle	Telephone (409) 736-2851	Email: pct3sc@co.jefferson.tx.us
Billing Address 1149 PEARL ST Data Cente BEAUMONT TX 77701		
Billing Contact Name Jamie West	Telephone (409) 835-8693	Email: jwest@co.jefferson.tx.us

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Spectrum ENTERPRISE

NEW AND REVISED SERVICES AT 5700 Jade Ave , Port Arthur TX 77640				
Service Description	**Contract Term**	**Quantity**	**Sales Price**	**Monthly Recurring Charges**
Spectrum Business Tv	Month to Month	1	$ 69.99	$ 69.99
SPECTRUM RECEIVER	Month to Month	1	$ 7.99	$ 7.99
SPECTRUM RECEIVER	Month to Month	3	$ 7.99	$ 23.97
TOTAL*				**$101.95**

ONE TIME FEES AT 5700 Jade Ave , Port Arthur TX 77640			
Service Description	**Quantity**	**Sales Price**	**Install One Time Charge**
Change of Service	1		$ 99.00
TOTAL*			**$99.00**

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Created Date: 6/24/2021

1. **TOTAL FEES. Total Monthly Recurring Charges and Total One-Time Charges are due in accordance with the monthly invoice.**
2. **TAXES**. Prices for Services do not include taxes, surcharges, or other fees.
3. **NO UNTRUE STATEMENTS**. Customer represents and warrants to Spectrum that neither this Service Order, nor any other information, including without limitation, any schedules or drawings furnished to Spectrum contains any untrue or incorrect statement of material fact or omits or fails to state a material fact.
4. **SPECIAL TERMS**.

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Spectrum ENTERPRISE

The Parties have caused their duly authorized representatives to execute this Service Order.

CUSTOMER SIGNATURE

Signature: _____

Printed Name: Jeff Branick

Title: County Judge

Company: Jefferson County

Date: 06/29/2021

ATTEST:

_____

Theresa Goodness
Interim County Clerk

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

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Req.# 851652

JOC 21-017/DC

SETEX
FACILITIES & MAINTENANCE
"Strength in Construction"

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

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

General Contracting

Job Order Contracting

Facilities Maintenance

Commercial

Industrial

Government

Healthcare

Infrastructure

Corporate

Education

Performing Arts

Historical

6/16/21

Leanne Winfrey
Jefferson County
1149 Pearl
Beaumont, Texas 77701

Project: ***"JC DA Office"***

Subject: ***"Proposal"***

Dear Ms. Winfrey

We are pleased to submit our proposal utilizing our 20/017MR-17 Choice Partners JOC Texas Contract based on local CCI and our coefficient of .89.

Proposal Recap:

- Work is to be performed in 2 rooms.
- Demo existing vinyl wall covering.
- Skim walls with finishing compound.
- Prime and paint walls.

Proposal Cost	$	3,873.13
Bond (if applicable)	$	
Total Price	$	3,873.13

- 750.00

#3,123.13

Exclusions:

Unforeseen items beyond specified scope listed above and liquidated damages.

We estimate approximately **five (5)** working days to complete upon material delivery.

This pricing is based on overtime work hours. Once accepted this proposal turns into a lump sum contract. Please contact us at 409-842-8181 at your convenience to discuss this estimate.

Respectfully submitted,
SETEX Facilities & Maintenance, LLC.

Michael Waidley
Project Manager

cc: SETEX/file
21-0111

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

ATTEST:

Theresa Goodness
Interim County Clerk

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

Preliminary Estimate, by line item

Lester Renfrow
SETEX Facilities and Maintenance, LLC
20/017MR-17 - 2020 Choice Partners (JOC - IDIQ) Other - Basic Contract Year - 2/26/2020 to 2/25/2021
JC DA Office - 21-0111

Estimator: Lester Renfrow

Summary of tagged estimates...

Division Summary (MF04)

01 - General Requirements	$2,050.00	26 - Electrical	
02 - Existing Conditions	$137.00	27 - Communications	
03 - Concrete		28 - Electronic Safety and Security	
04 - Masonry		31 - Earthwork	
05 - Metals		32 - Exterior Improvements	
06 - Wood, Plastics, and Composites		33 - Utilities	
07 - Thermal and Moisture Protection	$92.48	34 - Transportation	
08 - Openings		35 - Waterway and Marine Transportation	
09 - Finishes	$2,790.45	41 - Material Processing and Handling Equipment	
10 - Specialties		44 - Pollution Control Equipment	
11 - Equipment		46 - Water and Wastewater Equipment	
12 - Furnishings		48 - Electric Power Generation	
13 - Special Construction		Priced O&P	
14 - Conveying Equipment		Trades	
21 - Fire Suppression		Assemblies	
22 - Plumbing		FMR	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)		**MF04 Total (Without totalling components)**	**$5,069.93**
25 - Integrated Automation			

Totalling Components

Priced Line Items	$5,069.93	2020 Choice Partners JOC - IDIQ Normal (-11.0000%)	$(478.70)
RSMeans BEAUMONT, TX CCI 2021Q2, 85.30%	$(301.35)	RSMeans SAN ANTONIO, TX CCI 2021Q2, 86.20%	$(416.75)
Nonpriced Line Items			

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

Material:	$323.71
Labor:	$4,746.20
Equipment:	$0.00
Other:	$0.02
Laborhours:	35.22
Green Line Items:2	$1,105.11

Priced/Non-Priced

Total Priced Items:	15	$5,069.93	
Total Non-Priced Items:	0	$0.00	0.00%
	15	$5,069.93	

Grand Total **$3,873.13**

Estimator: Lester Renfrow — **Combined estimates...**

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
01 - General Requirements								
1	01-21-57-50-0020-L	Overtime, for early completion of projects or where labor shortages exist, add to usual labor, up to 35x .5x32hrs	Costs	560.0000	100.0000%	$560.00	RSM21FAC L, O&P	P
2	01-31-13-20-0260	Field personnel, superintendent, average	Week	0.4000	$3,725.00	$1,490.00	RSM21FAC L, O&P	P
		01 - General Requirements Total						**$2,050.00**
02 - Existing Conditions								
3	02-41-19-19-2040	Selective demolition, rubbish handling, 0'-100' haul, load, haul, dump and return, hand carried, cost to be added to demolition cost	C.Y.	2.0000	$68.50	$137.00	RSM21FAC L, O&P	P
		02 - Existing Conditions Total						**$137.00**
07 - Thermal and Moisture Protection								
4	07-92-13-20-0500	Joint sealants, caulking and sealants, acrylic latex, cartridges, 1/4" x 1/2", in place 17+17 = 34.00	L.F.	34.0000	$2.72	$92.48	RSM21FAC M, L, O&P	P
		07 - Thermal and Moisture Protection Total						**$92.48**
09 - Finishes								
5	09-01-90-92-0510	Paint preparation, surface protection, placement & removal, basic drop cloths (16*8)+(16*10) = 288.00	S.F.	288.0000	$0.09	$25.92	RSM21FAC L, O&P	P
6	09-01-90-92-0520	Paint preparation, surface protection, placement & removal, masking w/paper 48+36+17+17 = 118.00	S.F.	118.0000	$0.95	$112.10	RSM21FAC M, L, O&P	P
7	09-01-90-94-0670	Surface preparation, interior, walls, sand, gypsum board and plaster, medium 384+288 = 672.00	S.F.	672.0000	$0.27	$181.44	RSM21FAC L, O&P	P
8	09-05-05-30-5010	Walls and partitions demolition, wallcovering, vinyl, with release agent 384+288 = 672.00	S.F.	672.0000	$0.39	$262.08	RSM21FAC L, O&P	P
9	09-29-10-30-2100	Gypsum wallboard, on walls, fire resistant, 5/8" thick, finish excluded credit for Gypsum board -672 = -672.00	S.F.	-672.0000	$1.12	$(752.64)	RSM21FAC M, L, O&P	P
10	09-29-10-30-2195	Gypsum wallboard, on walls, fire resistant, w/compound skim coat (level 5 finish), 5/8" thick see credit for gypsum board 288+384 = 672.00	S.F.	672.0000	$2.33	$1,565.76	RSM21FAC M, L, O&P	P

Estimator: Lester Renfrow — **Combined estimates...**

09 - Finishes

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
11	09-29-10-30-2195-5350	Gypsum wallboard, for finishing corners, inside, add (Modified using 09-29-10-30 -5350) see credit for gypsum board 4*8 = 32.00	L.F.	32.0000	$1.58	$50.56	RSM21FAC M, L, O&P	P
12	09-91-23-74-0190	Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, zero voc latex, primer or sealer coat, smooth finish, cut-in by brush cut in ceiling, baseboard,door frame (((16+8+16+8)*2)+(4*8)+17)*1.15 = 166.75	L.F.	166.7500	$0.53	$88.38	RSM21FAC M, L, O&P	P
13	09-91-23-74-0240	Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, zero voc latex, primer or sealer coat, smooth finish, roller (384+288)*1.15 = 772.80	S.F.	772.8000	$0.52	$401.86	RSM21FAC Gm, M, L, O&P	P
14	09-91-23-74-0790	Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, zero voc latex, 2 coats, smooth finish, cut-in by brush cut in ceiling, baseboard,door frame (((16+8+16+8)*2)+(4*8)+17)*1.15 = 166.75	L.F.	166.7500	$0.91	$151.74	RSM21FAC M, L, O&P	P
15	09-91-23-74-0840	Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, zero voc latex, 2 coats, smooth finish, roller (384+288)*1.15 = 772.80	S.F.	772.8000	$0.91	$703.25	RSM21FAC Gm, M, L, O&P	P
		09 - Finishes Total						**$2,790.45**

Estimate Grand Total **3,873.13**

lwinfrey@co.jefferson.tx.us

From: Lester Renfrow <lesterr@setexconstruction.com>
Sent: Thursday, June 17, 2021 3:16 PM
To: lwinfrey@co.jefferson.tx.us
Subject: RE: Proposal -- JC DA Office

Credit $750.00 for the Office Area.
Thank you
Lester

From: lwinfrey@co.jefferson.tx.us <lwinfrey@co.jefferson.tx.us>
Sent: Wednesday, June 16, 2021 1:28 PM
To: Lester Renfrow <lesterr@setexconstruction.com>
Subject: RE: Proposal -- JC DA Office
Importance: High

I need a separate quote reflecting only the waiting area to be done. Thanks.

Leanne Winfrey
Office Manager
Jefferson County Criminal District Attorney's Office
1085 Pearl St. Suite 300
Beaumont, Texas 77701
409-835-8550 Office
409-835-8557 Desk
lwinfrey@co.jefferson.tx.us

From: Lester Renfrow <lesterr@setexconstruction.com>
Sent: Wednesday, June 16, 2021 1:08 PM
To: lwinfrey@co.jefferson.tx.us
Subject: Proposal -- JC DA Office

Please see attached proposal.
Thank you
Lester Renfrow

Please email Quotes to :
bids@setexconstruction.com

Thank You
Lester Renfrow



SETEX Construction
"Strength In Construction"
1660 S. 23rd Street
Beaumont, TX 77707
C: 409-790-3636
P: 409-842-8181
F: 409-842-2274

FIRETROL Protection Systems

Jefferson County Jail

Attn: Greg Keller

Re: Jefferson County Jail VESDA Replacement
Firetrol Proposal #44-200318B
06/15/2021

Thank you for the opportunity to offer you a proposal for this project. We hope that you find it satisfactory and look forward to working with you.

Scope of Work:
Firetrol will provide material and labor to install a single VESDA unit that will replace a set of existing 15 port VESDA units where units are side-by-side.
This new unit will be replacing existing VESDA 6 or 15.

Pricing: (excludes taxes)

System:	Material	Labor	Total
Jefferson County	$11,400.00	$10,100.00	$21,500.00

Clarifications/Exclusions:

- Firetrol has included provisions to provide a like-for-like replacement of the existing 15 port VESDA units with new 40 port VESDA units. Any additional requests/requirements of the AHJ will be an additional cost.
- FIRETROL will provide a (1) year, standard parts and labor warranty on new equipment in accordance with the manufacturers terms and conditions.
- Terms and conditions of the purchase order or contract shall be subject to review. Final agreement to terms shall be by written agreement between the purchaser/contractor and FIRETROL Protection Systems and be based on a contract in like nature to a standard AIA subcontract document and shall reference this proposal.
- This proposal is valid for (30) days.

FIRETROL Protection Systems appreciates the opportunity to provide a proposal for this project. Should you have any questions or concerns regarding this proposal please contact me at dkirksey@firetrol.net or 832-547-5092 to discuss.

Thank you,

Desmond Kirksey
FIRETROL Protection Systems
dkirksey@firetrol.net
(832)547-5092

U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Southwest Region
Texas

FAA ASW-650
10101 Hillwood Parkway
Fort Worth, TX 76177

May 20, 2021

Alex Rupp
Airport Manager
Jack Brooks Regional Airport
5000 Jerry Ware Drive
Beaumont, TX 77705

Dear Mr. Rupp:

Jack Brooks Regional Airport

County of Jefferson

AIP Grant No 3-48-0018-033-2017

DUNS No 010807535

Letter Amendment (Amendment No.1)

This is in response to your letter dated January 29, 2021, requesting an amendment to the Grant Agreement for the subject AIP project to: increase the maximum obligation of the United States as set forth in the Grant Agreement accepted by the Sponsor, on September 18, 2017. This letter, together with your letter, effects the amendment, as requested, and commits the Federal Aviation Administration, acting for and on behalf of the United States of America, to increase the maximum obligation of the United States by $309,161 (from $3,222,505 to $3,531,666) to cover the Federal share of the total actual eligible and allowable project costs.

Under the terms of the Grant Agreement, this document is incorporated into and constitutes Amendment No. 1 to the above referenced Grant Agreement. All other terms and conditions of the Grant Agreement remain in full force and effect.

Sincerely,

JESSE B CARRIGER

Digitally signed by JESSE B CARRIGER
Date: 2021.05.21 06:58:55 -05'00'

Jesse Carriger
Manager, Texas Airports District Office

Fran Lee

Subject: FW: Budget Transfer

From: Shenita Keyes <skeyes@co.jefferson.tx.us>
Sent: Wednesday, June 23, 2021 8:59 AM
To: 'Fran Lee' <flee@co.jefferson.tx.us>
Subject: RE: Budget Transfer

Good Morning,

Can you please on agenda budget transfer.

Transfer funds to replace AC units for Juvenile Probation Office
Can you transfer funds from electricity account 120-6084-416-4056 in the amount of $6,000 and transfer funds from Buildings and Grounds in the amount of $9,790 to account 120-6084-416-6014 Capital Building&Structure 120-6084-416-6014

Thanks
Shenita Keyes
Port Arthur Maintenance
409-983-8323

From: G Hust [mailto:g.hust@airservicesunlimited.com]
Sent: Tuesday, June 22, 2021 10:39 AM
To: skeyes@co.jefferson.tx.us
Subject: Proposals

Shenita,

Please review the attached proposals for the replacement of the split systems you were requesting. These proposals have no taxes added to them and if I need to add tax please let me know and I will revise, if not please provide resale certificate for this. Thanks

Gary W. Hust

Gary W. Hust
COMMERCIAL ACCOUNT REPRESENTATIVE

AIR SERVICES UNLIMITED
Enjoy the Great Indoors!

Air Services Unlimited
PO Box 1967
Vidor, Texas 77670
Phone: (409) 842-4429 FAX: (409) 422-4085

AIR SERVICES UNLIMITED
Enjoy the Great Indoors!

"The bitterness of poor quality remains long after the sweetness of cheap price is forgotten..."

—Leon M. Cautillo

Jefferson County **June 22, 2021**

ATTENTION: **Shenita Keyes** **skeyes@co.jefferson.tx.us**
SUBJECT: **7.5ton Split System Replacement-900 4th St.**
PROPOSAL #: **C21-226**

PROPOSAL

We hereby submit our best solution for your HVAC/R needs and requirements. This proposal is inclusive of materials, labor, and services on the project titled above broken down in line items as follows:

ITEM	QTY	DESCRIPTION
1	1	**RUUD 7.5TON SPLIT SYSTEM (230/3/60)**

- Remove old equipment and dispose of from property
- Set new air handlers back in closet on existing stand and tie back into existing ductwork
- Reconnect primary drain line
- Set new 7.5ton condensing unit on ground
- Reconnect to existing electrical
- Flush and reconnect to existing copper condenser
  - Insulate disturbed insulation with 1" Armaflex
  - Pressure test line set to 300 PSIG to ensure there are no leaks
  - Vacuum line set to 300 microns to ensure proper dehydration of copper line sets
- Start up and test equipment
- ***WARRANTY: 1st year labor, 1-year parts and 5-year compressor***

LIMITED WARRANTY

One-year limited warranty against defects in material and workmanship for twelve months from date of start up. Seller has the option to repair or replace any defective materials or parts at Sellers expense. This warranty applies only when the product has been properly installed, maintained, and operated under normal use and service. This warranty shall not include liability for (a) any losses, or (b) any direct or indirect incidental or consequential damages.

ITEMS EXCLUDED FROM PROPOSAL

The following Items are not included in our proposal and are to be furnished by others:

1. Anything not expressly described in this proposal
2. Design modifications outside of this work scope
3. Cutting, patching, repairing, or other installations on roof or walls for any reason
4. Carpentry work, painting and cleaning.
5. Electrical penetrations, breakers, wiring, conduit, etc. for any electrical supply

TERMS & CONDITIONS OF PAYMENT

1. Payment is due in full upon completion of job.
2. Progressive Billing 70% on rough in 30% on trim out and start up – if applies
3. All equipment remains property of seller until all accounts are paid in full.
4. If placed for collection, any and all reasonable legal fees to collect said debt are the responsibility of the purchaser.
5. Accepted orders may be canceled with Seller's written consent. Buyer agrees to pay Seller all expenses incurred on account of such cancellation plus a reasonable profit.

"The bitterness of poor quality remains long after the sweetness of cheap price is forgotten..."

—Leon M. Cautillo

6. This agreement is the final, complete and exclusive expression of the Agreement between the parties. This agreement supersedes any and all prior oral or written agreements relating to the subject matter hereof and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no written or oral agreements between the parties. No modifications, rescission, waiver, release, or amendment of any provision of this agreement shall be made, except by a written agreement signed by a duly authorized representative of each party.
7. All funds to be paid to Air Services Unlimited are payable in Beaumont, Texas, Jefferson County, Texas.
8. If for any reason work is halted on this project for a period exceeding 30 days, there will be remobilization fee accessed upon re-start based on material price increases etc.
9. By signing below, this proposal becomes a binding contract between the customer and Air Services Unlimited

HVAC PROPOSAL PRICING

HVAC Pricing: ***$9,735.00***

Taxes are EXCLUDED from proposal pricing; this proposal good for 30 days from date of submittal
Must provide resale certificate to keep from being billed taxes on this project

APPROVAL OF PROPOSAL and AUTHORIZATION FOR WORK TO BEGIN

Authorized Signature:_____ Date:____/____/_____ PO#:_____

Thank you for trusting Air Services Unlimited to provide you with a complete and comprehensive proposal for the HVAC installation in your new home; if we may be of further service in any way, please do not hesitate to contact our office at **(409) 842-4429.**

Gary W Hust
COMMERCIAL ACCOUNT MANAGER
Air Services Unlimited
PO Box 1967
Vidor, Texas 77670
Phone: (409) 842-4429 FAX: (409) 422-4085
E-Mail: g.hust@airservicesunlimited.com
Web: www.AirServicesUnlimited.com

AIR SERVICES UNLIMITED
Enjoy the Great Indoors!

"The bitterness of poor quality remains long after the sweetness of cheap price is forgotten..."

—Leon M. Cautillo

Jefferson County **June 22, 2021**

ATTENTION: **Shenita Keyes** **skeyes@co.jefferson.tx.us**
SUBJECT: **3.5ton Split System Replacement-900 4th St.**
PROPOSAL #: **C21-226**

PROPOSAL

We hereby submit our best solution for your HVAC/R needs and requirements. This proposal is inclusive of materials, labor, and services on the project titled above broken down in line items as follows:

ITEM	QTY	DESCRIPTION
1	1	**RUUD 3.5TON SPLIT SYSTEM (230/3/60)**

- Remove old equipment and dispose of from property
- Hang new air handler above ceiling tie back into existing ductwork
- Replace primary drain line
- Set new 3.5ton condensing unit on new slab on ground
- Reconnect to existing electrical
- Flush and reconnect to existing copper condenser
  - Insulate disturbed insulation with 1" Armaflex
  - Pressure test line set to 300 PSIG to ensure there are no leaks
  - Vacuum line set to 300 microns to ensure proper dehydration of copper line sets
- Start up and test equipment
- ***WARRANTY: 1st year labor, 1-year parts and 5-year compressor***

LIMITED WARRANTY

One-year limited warranty against defects in material and workmanship for twelve months from date of start up. Seller has the option to repair or replace any defective materials or parts at Sellers expense. This warranty applies only when the product has been properly installed, maintained, and operated under normal use and service. This warranty shall not include liability for (a) any losses, or (b) any direct or indirect incidental or consequential damages.

ITEMS EXCLUDED FROM PROPOSAL

The following Items are not included in our proposal and are to be furnished by others:

1. Anything not expressly described in this proposal
2. Design modifications outside of this work scope
3. Cutting, patching, repairing, or other installations on roof or walls for any reason
4. Carpentry work, painting and cleaning.
5. Electrical penetrations, breakers, wiring, conduit, etc. for any electrical supply

TERMS & CONDITIONS OF PAYMENT

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2. Progressive Billing 70% on rough in 30% on trim out and start up – if applies
3. All equipment remains property of seller until all accounts are paid in full.
4. If placed for collection, any and all reasonable legal fees to collect said debt are the responsibility of the purchaser.
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9. By signing below, this proposal becomes a binding contract between the customer and Air Services Unlimited

HVAC PROPOSAL PRICING

HVAC Pricing: ***$6,055.00***

Taxes are EXCLUDED from proposal pricing; this proposal good for 30 days from date of submittal
Must provide resale certificate to keep from being billed taxes on this project

APPROVAL OF PROPOSAL and AUTHORIZATION FOR WORK TO BEGIN

Authorized Signature: _____ Date: ___/___/_____ PO#: _____

Thank you for trusting Air Services Unlimited to provide you with a complete and comprehensive proposal for the HVAC installation in your new home; if we may be of further service in any way, please do not hesitate to contact our office at **(409) 842-4429.**

Gary W Hust
COMMERCIAL ACCOUNT MANAGER
Air Services Unlimited
PO Box 1967
Vidor, Texas 77670
Phone: (409) 842-4429 FAX: (409) 422-4085
E-Mail: g.hust@airservicesunlimited.com
Web: www.AirServicesUnlimited.com

PRECINCT 1, PLACE 1
(409) 835-8522 PHONE
(409) 835-8523 FAX

1085 PEARL ST, ROOM 105
BEAUMONT, TX 77701

JUDGE NAOMI DOYLE
JUSTICE OF THE PEACE

RE: TRANSFER OF FUNDS

Greetings,

I am writing to formally request that $400.00 be transferred from my "OFFICE SUPPLIES" (120-2041-412.30-78) These funds totaling $400.00 should be transferred into my "TRAVEL EXPENSE" (120-2041-412.50-62). The funds requested for transfer, originated from my Travel Expense fund and were moved to my Office Supplies fund to cover needed supplies.

These funds will be used to cover the expenses from the Justices of the Peace, Constables and Association (JPCA) Conference.

Please let me know if you require any further information.

Best Regards,
Judge Naomi Doyle

JEFFERSON COUNTY PURCHASING DIVISION

Deborah L. Clark, County Purchasing Agent

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

MEMORANDUM

To: Patrick Swain
County Auditor

From: Deborah Clark
Purchasing Agent

Date: June 22, 2021

Re: Purchasing Budget Amendment

I am requesting a transfer $500.00 from 12010224195062 to 12010224194052. This is to add funds for the 2020-2021 Budget Year to cover postage cost.

Thank you for your attention to this matter.

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
TRI-CITY COFFEE SERVICE	96.80	483925	
DAWN DONUTS	52.50	484039	
			149.30**
ROAD & BRIDGE PCT.#1			
SPIDLE & SPIDLE	3,620.25	483854	
CITY OF BEAUMONT - LANDFILL	55.00	483861	
COASTAL WELDING SUPPLY	71.10	483867	
GULF COAST SCREW & SUPPLY	8.40	483881	
HEAD & GUILD PARTS INC	447.45	483883	
M&D SUPPLY	64.91	483890	
MUNRO'S	34.10	483897	
SMART'S TRUCK & TRAILER, INC.	339.57	483913	
SOUTHEAST TEXAS WATER	25.00	483916	
AT&T	71.30	483918	
ROLLINS TRUCK & TRAILER REPAIR	525.00	483937	
VERIZON WIRELESS	76.12	483957	
UNITED STATES POSTAL SERVICE	.36	483960	
ROSS RIDGE SAND COMPANY LP	123.60	483989	
ADVANCE AUTO PARTS	361.20	484018	
SILSBEE FORD INC	981.42	484032	
GULF COAST	5,262.30	484068	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	484082	
			12,166.08**
ROAD & BRIDGE PCT.#2			
SPIDLE & SPIDLE	2,579.69	483854	
THE MUFFLER SHOP	21.00	483896	
MUNRO'S	40.00	483897	
SETZER HARDWARE, INC.	3.42	483909	
S.E. TEXAS BUILDING SERVICE	346.66	483915	
VULCAN MATERIALS CO.	22,437.16	483927	
DEPARTMENT OF INFORMATION RESOURCES	.14	483947	
BUMPER TO BUMPER	353.83	483978	
CENTERPOINT ENERGY RESOURCES CORP	42.74	483979	
MARTIN PRODUCT SALES LLC	7,288.00	483984	
ROSS RIDGE SAND COMPANY LP	284.00	483989	
NEW WAVE WELDING TECHNOLOGY	7.75	483992	
CY-FAIR TIRE	90.00	484065	
GULF COAST	2,206.87	484068	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	484082	
			35,800.26**
ROAD & BRIDGE PCT. # 3			
SPIDLE & SPIDLE	1,940.99	483854	
FARM & HOME SUPPLY	19.20	483873	
GULF COAST AUTOMOTIVE, INC.	15.08	483880	
ENTERGY	260.74	483882	
MUNRO'S	41.85	483897	
OFFICE DEPOT	58.35	483900	
PHILPOTT MOTORS, INC.	154.96	483901	
TIME WARNER COMMUNICATIONS	123.64	483919	
DEPARTMENT OF INFORMATION RESOURCES	.07	483947	
VERIZON WIRELESS	37.99	483957	
ROSS RIDGE SAND COMPANY LP	180.00	483989	
PRO CHEM INC	189.90	484016	
TRANSIT & LEVEL CLINIC LLC	211.07	484041	
GULF COAST	6,666.91	484068	
			9,900.75**
ROAD & BRIDGE PCT.#4			
BEAUMONT TRACTOR COMPANY	140.23	483863	
BEAUMONT ENTERPRISE	196.07	483871	
KINSEL FORD, INC.	250.86	483887	
M&D SUPPLY	194.05	483890	
MUNRO'S	93.07	483897	
WARREN EQUIPMENT CO.	3,074.88	483929	
UNITED STATES POSTAL SERVICE	5.20	483960	
PETROLEUM SOLUTIONS, INC.	250.50	483976	
MARTIN PRODUCT SALES LLC	5,848.00	483984	
INTERSTATE ALL BATTERY CENTER - BMT	56.95	483995	

NAME	AMOUNT	CHECK NO.	TOTAL
ASCO	8,153.37	484020	
BASE-SEAL INTERNATIONAL INC	94,380.00	484074	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	484082	
			112,742.18**
ENGINEERING FUND			
CANON SOLUTIONS AMERICA INC	145.20	484019	
FUNCTION 4 LLC - WELLS FARGO FINANC	275.00	484082	
			420.20**
PARKS & RECREATION			
JIFFY TROPHIES	180.00	483886	
COWBOY POWERSPORTS	78.47	483983	
NORTHERN TOOL AND EQUIPMENT	119.99	484012	
			378.46**
GENERAL FUND			
JEFFERSON CTY. CLERK	2,425.73	483852	
			2,425.73*
TAX OFFICE			
DEPARTMENT OF INFORMATION RESOURCES	.03	483947	
UNITED STATES POSTAL SERVICE	566.24	483960	
ROCHESTER ARMORED CAR CO INC	378.40	484005	
FUNCTION 4 LLC - WELLS FARGO FINANC	396.00	484082	
			1,340.67*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	10.55	483960	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	484082	
			109.55*
AUDITOR'S OFFICE			
OFFICE DEPOT	22.74	483900	
FUNCTION 4 LLC - WELLS FARGO FINANC	211.00	484082	
			233.74*
COUNTY CLERK			
OFFICE DEPOT	213.86	483900	
UNITED STATES POSTAL SERVICE	270.28	483960	
THOMSON REUTERS-WEST	180.00	484023	
FUNCTION 4 LLC - WELLS FARGO FINANC	409.00	484082	
			1,073.14*
COUNTY JUDGE			
JOHN E MACEY ATTORNEY AT LAW PLLC	500.00	483891	
GERMER PLLC	500.00	483945	
UNITED STATES POSTAL SERVICE	3.42	483960	
ROCKY LAWDERMILK	1,800.00	483968	
GRACE NICHOLS	450.00	483994	
HARVEY L WARREN III	1,350.00	484000	
WYATT SNIDER	500.00	484010	
JAN GIROUARD & ASSOCIATES LLC	200.00	484043	
JOSEPH MUCKLEROY	500.00	484046	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	484082	
BRADLEY LAW FIRM	500.00	484084	
			6,402.42*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	12.65	483960	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	484082	
			111.65*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	133.45	483960	
			133.45*
PRINTING DEPARTMENT			
CIT TECHNOLOGY FINANCING SERVICE	499.00	483991	
CINTAS CORPORATION	41.81	484044	
LINDENMEYR MUNROE	944.63	484085	

NAME	AMOUNT	CHECK NO.	TOTAL
BOSWORTH PAPERS	32.08	484089	
			1,517.52*
PURCHASING DEPARTMENT			
OFFICE DEPOT	55.51	483900	
UNITED STATES POSTAL SERVICE	32.48	483960	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	484082	
			186.99*
GENERAL SERVICES			
CASH ADVANCE ACCOUNT	90.00	483885	
SPINDLETOP MHMR	34,666.91	483889	
TIME WARNER COMMUNICATIONS	227.59	483920	
ADVANCED STAFFING	78.00	483939	
ROCHESTER ARMORED CAR CO INC	6,054.23	484005	
LJA ENGINEERING INC	1,316.66	484014	
SAM'S CLUB DIRECT	134.78	484017	
SOUTHEAST TEXAS EMERGENCY RELIEF FD	156,000.00	484072	
BOSWORTH PAPERS	2,362.50	484089	
			200,930.67*
DATA PROCESSING			
OFFICE DEPOT	325.70	483900	
CDW COMPUTER CENTERS, INC.	39.00	483944	
VERIZON WIRELESS	75.98	483957	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	484082	
			539.68*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	409.55	483960	
			409.55*
ELECTIONS DEPARTMENT			
OFFICE DEPOT	190.33	483900	
DEPARTMENT OF INFORMATION RESOURCES	.01	483947	
BAY TECH LABEL, INC.	65.62	483971	
NAOMI DOYLE	149.90	484052	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	484082	
			504.86*
DISTRICT ATTORNEY			
KIRKSEY'S SPRINT PRINTING	25.95	483888	
OFFICE DEPOT	1,775.23	483900	
CDW COMPUTER CENTERS, INC.	444.35	483944	
UNITED STATES POSTAL SERVICE	87.34	483960	
ASHLEY MOLFINO	25.00	483982	
COTTON CARGO	74.25	484066	
FUNCTION 4 LLC - WELLS FARGO FINANC	508.00	484082	
COURT REPORTERS CLEARINGHOUSE, INC	1,773.10	484090	
			4,713.22*
DISTRICT CLERK			
UNITED STATES POSTAL SERVICE	365.05	483960	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	484082	
			464.05*
CRIMINAL DISTRICT COURT			
THOMAS J. BURBANK PC	6,828.75	483865	
PROVOST & UMPHREY LAW FIRM, L.L.P.	900.00	483904	
JOHN D WEST	900.00	483949	
UNITED STATES POSTAL SERVICE	.51	483960	
JOEL WEBB VAZQUEZ	800.00	483977	
JAMES R. MAKIN, P.C.	2,475.80	484009	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	484082	
			12,103.06*
58TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.43	483960	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	484082	
			99.43*
60TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	5.99	483960	

NAME	AMOUNT	CHECK NO.	TOTAL
THOMSON REUTERS-WEST	165.00	484025	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	484082	
			269.99*
172ND DISTRICT COURT			
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	484082	
			99.00*
252ND DISTRICT COURT			
THOMAS J. BURBANK PC	16,056.18	483865	
EDWARD B. GRIPON, M.D., P.A.	1,785.00	483879	
UNITED STATES POSTAL SERVICE	35.86	483960	
SUMMER TANNER	3,273.75	483987	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	484082	
			21,249.79*
279TH DISTRICT COURT			
DAVID GROVE	490.00	483855	
ALISA RAUMAKER, CSR	624.00	483860	
MARVA PROVO	1,500.00	483903	
GLEN M. CROCKER	330.00	483965	
JOEL WEBB VAZQUEZ	550.00	483977	
JASON ROBERT NICKS	275.00	483999	
LINDSAY LAW FIRM, PLLC	330.00	484007	
REALTIME REPORTING SERVICES INC.	978.60	484008	
WILLIAM FORD DISHMAN	440.00	484031	
MATUSKA LAW FIRM	880.00	484034	
THE PARDUE LAW FIRM, PLLC	3,440.00	484077	
ALICIA K HALL PLLC	220.00	484078	
			10,057.60*
317TH DISTRICT COURT			
PATRICIA VELASCO	2,505.42	484040	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	484082	
			2,604.42*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	101.97	483960	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	484082	
			200.97*
JUSTICE COURT-PCT 4			
TEXAS STATE UNIVERSITY SAN MARS	50.00	483917	
CDW COMPUTER CENTERS, INC.	295.20	483944	
DEPARTMENT OF INFORMATION RESOURCES	.10	483947	
			345.30*
JUSTICE COURT-PCT 6			
OFFICE DEPOT	82.10	483900	
UNITED STATES POSTAL SERVICE	51.20	483960	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	484082	
			232.30*
JUSTICE COURT-PCT 7			
PORT ARTHUR NEWS, INC.	174.00	483902	
AT&T	35.65	483918	
DEPARTMENT OF INFORMATION RESOURCES	.10	483947	
			209.75*
JUSTICE OF PEACE PCT. 8			
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	484082	
			99.00*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	.86	483960	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	484082	
			99.86*
COUNTY COURT AT LAW NO. 2			
DAVID GROVE	250.00	483855	
JACK LAWRENCE	250.00	483856	
EDWARD B. GRIPON, M.D., P.A.	1,190.00	483879	
JOHN E MACEY ATTORNEY AT LAW PLLC	250.00	483891	

NAME	AMOUNT	CHECK NO.	TOTAL
BRUCE N. SMITH	500.00	483914	
JOHN D WEST	300.00	483949	
UNITED STATES POSTAL SERVICE	19.34	483960	
SIERRA SPRING WATER CO. - BT	61.85	483962	
LANGSTON ADAMS	300.00	483970	
ANTOINE FREEMAN	400.00	483990	
BYNUM LAW PLLC	250.00	484076	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	484082	
			3,870.19*
COUNTY COURT AT LAW NO. 3			
TODD W LEBLANC	250.00	483853	
THOMAS J. BURBANK PC	250.00	483865	
EDWARD B. GRIPON, M.D., P.A.	595.00	483879	
MARVA PROVO	250.00	483903	
UNITED STATES POSTAL SERVICE	3.85	483960	
LANGSTON ADAMS	400.00	483970	
JOEL WEBB VAZQUEZ	250.00	483977	
LAURIE PEROZZO	250.00	483996	
JARED GILTHORPE	250.00	484036	
			2,498.85*
COURT MASTER			
OFFICE DEPOT	208.58	483900	
UNITED STATES POSTAL SERVICE	13.00	483960	
THOMSON REUTERS-WEST	156.00	484024	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	484082	
			476.58*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	2.98	483960	
			2.98*
COMMUNITY SUPERVISION			
FUNCTION 4 LLC - WELLS FARGO FINANC	396.00	484082	
			396.00*
SHERIFF'S DEPARTMENT			
FED EX	14.89	483874	
FISHER SCIENTIFIC	111.60	483876	
OFFICE DEPOT	725.33	483900	
SAM'S WESTERN WEAR, INC.	97.47	483906	
DEPARTMENT OF INFORMATION RESOURCES	537.31	483947	
VERIZON WIRELESS	3,381.25	483956	
UNITED STATES POSTAL SERVICE	101.92	483960	
GALLS LLC	60.75	484038	
3L PRINTING COMPANY	100.00	484042	
FUNCTION 4 LLC - WELLS FARGO FINANC	495.00	484082	
			5,625.52*
CRIME LABORATORY			
ABACUS DIAGNOSTIC, INC.	322.64	483859	
FED EX	125.57	483875	
OFFICE DEPOT	80.98	483900	
SANITARY SUPPLY, INC.	34.05	483907	
HENRY SCHEIN, INC.	202.66	483908	
THERMAL SCIENTIFIC, INC.	200.00	483924	
ROBERT BALDWIN	475.00	484071	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	484082	
			1,539.90*
JAIL - NO. 2			
BOB BARKER CO., INC.	13,139.91	483862	
CITY OF BEAUMONT - WATER DEPT.	18,955.61	483866	
GT DISTRIBUTORS, INC.	430.39	483877	
W.W. GRAINGER, INC.	1,021.25	483878	
JACK BROOKS REGIONAL AIRPORT	180.80	483884	
CASH ADVANCE ACCOUNT	741.26	483885	
KIRKSEY'S SPRINT PRINTING	49.90	483888	
M&D SUPPLY	165.81	483890	
MCNEILL INSURANCE AGENCY	142.00	483894	
OFFICE DEPOT	1,913.61	483900	
SHERIFF'S ASSOCIATION OF TEXAS	700.00	483911	

NAME	AMOUNT	CHECK NO.	TOTAL
SHERWIN-WILLIAMS	1,471.55	483912	
TEXAS JAIL ASSOCIATION	840.00	483923	
ULINE SHIPPING SUPPLY SPECIALI	839.23	483926	
WHOLESALE ELECTRIC SUPPLY CO.	169.47	483930	
WORTH HYDROCHEM	342.00	483931	
LIVINGSTON PARISH SHERIFF'S OFFICE	369.04	483935	
SERVICE GRAPHICS	202.00	483938	
MOTOROLA SOLUTIONS INC	570.00	483940	
CDW COMPUTER CENTERS, INC.	272.89	483944	
TRAILER HITCH DEPOT	236.00	483946	
DEPARTMENT OF INFORMATION RESOURCES	.67	483947	
UNITED COMMUNICATIONS, INC.	267.97	483948	
COOK'S CORRECTIONAL KITCHEN EQUIP	23,319.80	483964	
WESTERN DETENTION PRODUCTS, INC.	817.50	483966	
LOWE'S HOME CENTERS, INC.	193.80	483967	
NANCE INTERNATIONAL	1,155.00	483972	
MARK ELLIS	6.79	483985	
WORLD FUEL SERVICES	684.00	483997	
INDUSTRIAL & COMMERCIAL MECHANICAL	40,300.00	484015	
SAM'S CLUB DIRECT	729.70	484017	
THOMSON REUTERS-WEST	4,040.73	484022	
JOHN CHATELAIN II	8.81	484028	
ERIC WILLIAMS	10.38	484029	
AERO PERFORMANCE	79.79	484033	
WASTEWATER TRANSPORT SERVICES LLC	2,003.00	484035	
GALLS LLC	382.39	484038	
3L PRINTING COMPANY	25.00	484042	
TND WORKWEAR CO LLC	1,839.25	484047	
THE MONOGRAM SHOP	6.00	484048	
CORRHEALTH LLC	382,992.66	484053	
MOORE-ALL TEX SUPPLY	1,684.11	484055	
ACME SUPPLY CO LTD	808.08	484057	
LASALLE CORRECTIONS VI LLC	73,436.00	484060	
TRINITY SERVICES GROUP INC	74,801.86	484067	
FUNCTION 4 LLC - WELLS FARGO FINANC	818.00	484082	
I-CON SYSTEMS INC	506.40	484086	
SHAVER FOODS LLC	8,821.02	484087	
			662,491.43*
JUVENILE PROBATION DEPT.			
OFFICE DEPOT	103.19	483900	
CDW COMPUTER CENTERS, INC.	748.90	483944	
VERIZON WIRELESS	53.96	483957	
UNITED STATES POSTAL SERVICE	6.08	483960	
FUNCTION 4 LLC - WELLS FARGO FINANC	297.00	484082	
			1,209.13*
JUVENILE DETENTION HOME			
CITY OF BEAUMONT - WATER DEPT.	3,526.81	483866	
FLOWERS FOODS	35.14	483974	
BEN E KEITH FOODS	169.05	483975	
CENTERPOINT ENERGY RESOURCES CORP	168.62	483979	
ADVANTAGE INTERESTS INC	455.00	484049	
BIG THICKET PLUMBING INC	7,493.38	484054	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	484082	
			11,947.00*
CONSTABLE PCT 1			
VERIZON WIRELESS	227.94	483957	
UNITED STATES POSTAL SERVICE	36.83	483960	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	484082	
			363.77*
CONSTABLE-PCT 2			
VERIZON WIRELESS	113.97	483957	
			113.97*
CONSTABLE-PCT 4			
VERIZON WIRELESS	113.97	483957	
			113.97*
CONSTABLE-PCT 6			
OFFICE DEPOT	77.84	483900	

NAME	AMOUNT	CHECK NO.	TOTAL
VERIZON WIRELESS	113.97	483957	
UNITED STATES POSTAL SERVICE	2.57	483960	
			194.38*
CONSTABLE PCT. 7			
AT&T	35.65	483918	
VERIZON WIRELESS	113.97	483957	
			149.62*
CONSTABLE PCT. 8			
OFFICE DEPOT	59.37	483900	
VERIZON WIRELESS	113.97	483957	
THOMSON REUTERS-WEST	611.00	484027	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	484082	
			883.34*
AGRICULTURE EXTENSION SVC			
OFFICE DEPOT	28.99	483900	
TAE - 4HA	175.00	483922	
IMAGE 360 BEAUMONT	30.00	484058	
TYLER FITZGERALD	185.92	484062	
FUNCTION 4 LLC - WELLS FARGO FINANC	211.00	484082	
			630.91*
HEALTH AND WELFARE NO. 1			
BROUSSARD'S MORTUARY	4,530.00	483864	
COMMUNITY FUNERAL CHAPEL, INC.	4,500.00	483868	
MERCY FUNERAL HOME	180.00	483895	
NACCHO NATL. ASSN. OF COUNTY & CITY	660.00	483934	
UNITED STATES POSTAL SERVICE	63.71	483960	
PROCTOR'S MORTUARY INC	1,500.00	484002	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	484082	
EZEA D EDE MD	3,245.08	484083	
			14,876.79*
HEALTH AND WELFARE NO. 2			
AT&T	35.65	483918	
NACCHO NATL. ASSN. OF COUNTY & CITY	660.00	483934	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	484082	
EZEA D EDE MD	3,245.08	484083	
			4,138.73*
NURSE PRACTITIONER			
GEORGE V. ZUZUKIN, M.D.	599.94	483858	
			599.94*
ENVIRONMENTAL CONTROL			
DEPARTMENT OF INFORMATION RESOURCES	.05	483947	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	484082	
			99.05*
INDIGENT MEDICAL SERVICES			
VERIZON WIRELESS	40.26	483957	
CARDINAL HEALTH 110 INC	38,706.27	484030	
			38,746.53*
MAINTENANCE-BEAUMONT			
CITY OF BEAUMONT - WATER DEPT.	12,813.19	483866	
M&D SUPPLY	109.12	483890	
ACE IMAGEWEAR	224.45	483910	
AT&T	4,853.50	483918	
DEPARTMENT OF INFORMATION RESOURCES	758.82	483947	
EMERGENCY POWER SERVICE	1,926.60	484013	
REXEL USA INC	561.86	484051	
WES VICE HARDWOODS & SUPPLY INC	455.33	484073	
UNITED REFRIGERATION INC	68.45	484079	
			21,771.32*
MAINTENANCE-PORT ARTHUR			
JOHNSTONE SUPPLY	65.59	483857	
ALL-PHASE ELECTRIC SUPPLY	52.50	483869	
AT&T	61.92	483918	
TIME WARNER COMMUNICATIONS	434.91	483921	

NAME	AMOUNT	CHECK NO.	TOTAL
HOWARD'S AUTO SUPPLY	100.13	483941	
DEPARTMENT OF INFORMATION RESOURCES	.18	483947	
LOWE'S HOME CENTERS, INC.	242.44	483967	
ROSS RIDGE SAND COMPANY LP	172.00	483989	
PARKER LUMBER	93.16	484003	
NORTHERN TOOL AND EQUIPMENT	115.98	484012	
THE HOME DEPOT PRO	1,141.01	484064	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	484082	
			2,578.82*
MAINTENANCE-MID COUNTY			
SETZER HARDWARE, INC.	34.69	483909	
ACE IMAGEWEAR	163.24	483910	
S.E. TEXAS BUILDING SERVICE	4,341.67	483915	
CENTERPOINT ENERGY RESOURCES CORP	78.15	483979	
IMAGE 360 BEAUMONT	2,100.00	484058	
			6,717.75*
SERVICE CENTER			
SPIDLE & SPIDLE	9,216.13	483854	
RALPH'S INDUSTRIAL ELECTRONICS	22.38	483905	
FASTENAL	234.37	483943	
JEFFERSON CTY. TAX OFFICE	7.50	483950	
JEFFERSON CTY. TAX OFFICE	7.50	483951	
JEFFERSON CTY. TAX OFFICE	7.50	483952	
JEFFERSON CTY. TAX OFFICE	7.50	483953	
JEFFERSON CTY. TAX OFFICE	7.50	483954	
JEFFERSON CTY. TAX OFFICE	7.50	483955	
BUMPER TO BUMPER	404.49	483978	
AMERICAN TIRE DISTRIBUTORS	1,390.12	483993	
MIGHTY OF SOUTHEAST TEXAS	1,299.90	484011	
ADVANCE AUTO PARTS	284.64	484018	
SILSBEE FORD INC	701.72	484032	
CINTAS CORPORATION	58.73	484044	
MIDNIGHT AUTO	79.95	484045	
			13,737.43*
VETERANS SERVICE			
OFFICE DEPOT	249.09	483900	
UNITED STATES POSTAL SERVICE	5.80	483960	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	484082	
			353.89*
			1,064,895.15**
MOSQUITO CONTROL FUND			
JACK BROOKS REGIONAL AIRPORT	630.74	483884	
MUNRO'S	170.93	483897	
OFFICE DEPOT	408.75	483900	
SETZER HARDWARE, INC.	28.58	483909	
CENTERPOINT ENERGY RESOURCES CORP	37.00	483979	
AERO PERFORMANCE	330.47	484033	
O'REILLY AUTO PARTS	11.00	484059	
			1,617.47**
J.C. FAMILY TREATMENT			
MARY BEVIL	1,261.00	484075	
			1,261.00**
SECURITY FEE FUND			
ALLIED UNIVERSAL SECURITY SERVICES	9,080.48	484070	
			9,080.48**
LAW LIBRARY FUND			
THOMSON REUTERS-WEST	343.01	484022	
THOMSON REUTERS-WEST	1,641.42	484026	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	484082	
			2,083.43**
EMPG GRANT			
CARY ERICKSON	1,543.56	483872	
VICKIE MCINTYRE	313.00	483936	
RACHEL DRAGULSKI	1,469.12	483969	
MIKE WHITE	1,602.67	483998	

NAME	AMOUNT	CHECK NO.	TOTAL
FUNCTION 4 LLC - WELLS FARGO FINANC	275.00	484082	
JUVENILE PROB & DET. FUND			5,203.35**
VERIZON WIRELESS	70.98	483957	
GRANT A STATE AID			70.98**
HAYS COUNTY	12,214.00	483933	
COMMUNITY SUPERVISION FND			12,214.00**
OFFICE DEPOT	176.15	483900	
DEPARTMENT OF INFORMATION RESOURCES	.32	483947	
VERIZON WIRELESS	33.01	483957	
UNITED STATES POSTAL SERVICE	115.99	483960	
REDWOOD TOXICOLOGY LABORATORY	557.80	483988	
JCCSC	720.00	484006	
HIGGINBOTHAM INSURANCE AGENCY INC	71.00	484037	
JEFF. CO. WOMEN'S CENTER			1,674.27**
ENTERGY	1,915.35	483882	
MARKET BASKET	19.87	483892	
KIM MCKINNEY, LPC, LMFT	375.00	483893	
BURT WALKER PARTNERS, LTD	4,500.00	483928	
PETTY CASH - RESTITUTION I	31.61	483932	
DEPARTMENT OF INFORMATION RESOURCES	.06	483947	
VERIZON WIRELESS	16.48	483957	
ROCHESTER ARMORED CAR CO INC	125.83	484005	
MATERA PAPER COMPANY INC	61.35	484021	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	484082	
COMMUNITY CORRECTIONS PRG			7,144.55**
M&D SUPPLY	72.94	483890	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	484082	
DRUG DIVERSION PROGRAM			171.94**
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	484082	
LAW OFFICER TRAINING GRT			99.00**
OFFICE DEPOT	31.76	483900	
SCAAP GRANT			31.76**
CDW COMPUTER CENTERS, INC.	1,116.83	483944	
SHI GOVERNMENT SOLUTIONS, INC.	263.58	483963	
DRUG INTERVENTION COURT			1,380.41**
CLEAN HARBORS ENVIROMENTAL SERVICES	188.42	483973	
CHEEK H2O & SEWER			188.42**
LJA ENGINEERING INC	6,000.00	484014	
DEPUTY SHERIFF EDUCATION			6,000.00**
EAST TEXAS PEACE OFFICERS ASSN.	770.00	483870	
J.P. COURTROOM TECH. FUND			770.00**
VERIZON WIRELESS	228.34	483957	
HOTEL OCCUPANCY TAX FUND			228.34**
ENTERGY	2,360.07	483882	
M&D SUPPLY	27.75	483890	
MUNRO'S	36.82	483897	
DEPARTMENT OF INFORMATION RESOURCES	1.58	483947	
CRIME LAB FUNDING CJD			2,426.22**

NAME	AMOUNT	CHECK NO.	TOTAL
CAYMAN CHEMICAL COMPANY	264.00	484001	
DISTRICT CLK RECORDS MGMT			264.00**
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	484082	
CAPITAL PROJECTS FUND			198.00**
SE TEX CONSTRUCTION CORPORATION	151,558.40	483986	
CETRZ GRANT			151,558.40**
P SQUARED EMULSION PLANTS, LLC	108,072.74	484063	
AIRPORT FUND			108,072.74**
VERIZON WIRELESS	37.99	483957	
CENTERPOINT ENERGY RESOURCES CORP	105.17	483979	
TITAN AVIATION FUELS	1,495.00	484061	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	484082	
SE TX EMP. BENEFIT POOL			1,737.16**
UNITED STATES TREASURY	6,333.46	483942	
HOLMES MURPHY	13,750.00	483981	
GROUP ADMINISTRATIVE CONCEPTS INC	960.00	484004	
EXPRESS SCRIPTS INC	87,873.99	484050	
BAY BRIDGE ADMINISTRATORS LLC	159,597.13	484088	
WORKER'S COMPENSATION FD			268,514.58**
TRISTAR RISK MANAGEMENT	40,785.26	483980	
BAIL BONDING FUND			40,785.26**
KEITH DAY	30,000.00	483961	
SHERIFF'S FORFEITURE FUND			30,000.00**
SAM'S CLUB DIRECT	233.85	484017	
STALKER RADAR	122.00	484056	
PAYROLL FUND			355.85**
JEFFERSON CTY. - FLEXIBLE SPENDING	13,495.00	483831	
CLEAT	306.00	483832	
JEFFERSON CTY. TREASURER	13,582.38	483833	
RON STADTMUELLER - CHAPTER 13	182.31	483834	
INTERNAL REVENUE SERVICE	208.00	483835	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	4,060.00	483836	
JEFFERSON CTY. COMMUNITY SUP.	9,190.86	483837	
JEFFERSON CTY. TREASURER - HEALTH	528,742.04	483838	
JEFFERSON CTY. TREASURER - GENERAL	10.00	483839	
JEFFERSON CTY. TREASURER - PAYROLL	1,955,938.43	483840	
JEFFERSON CTY. TREASURER - PAYROLL	705,228.98	483841	
MONY LIFE INSURANCE OF AMERICA	72.54	483842	
POLICE & FIRE FIGHTERS' ASSOCIATION	1,750.44	483843	
JEFFERSON CTY. TREASURER - TCDRS	779,089.61	483844	
JEFFERSON COUNTY TREASURER	2,953.85	483845	
JEFFERSON COUNTY - TREASURER -	7,864.88	483846	
NECHES FEDERAL CREDIT UNION	35,599.07	483847	
JEFFERSON COUNTY - NATIONWIDE	67,824.80	483848	
JOHN TALTON	600.00	483849	
INVESCO INVESTMENT SERVICES, INC	1,094.99	483850	
NORTH CAROLINA DEPT OF REVENUE	161.36	483851	
JEFFERSON CTY. TREASURER - PAYROLL	47,349.25	484092	
DA SPECIAL CRIMES GRANT			4,175,304.79**
COLLECTIVE LIBERTY	10,110.00	484091	
CNTY & DIST COURT TECH FD			10,110.00**

NAME	AMOUNT	CHECK NO.	TOTAL
VERIZON WIRELESS	228.18	483957	
			228.18**
MARINE DIVISION			
JACK BROOKS REGIONAL AIRPORT	179.78	483884	
VERIZON WIRELESS	151.96	483956	
			331.74**
SHERIFF - COMMISSARY			
WALMART COMMUNITY BRC	1,224.63	483958	
SAM'S CLUB DIRECT	2,822.02	484017	
ACME SUPPLY CO LTD	4,950.00	484057	
VICTORY SUPPLY LLC	78,450.00	484069	
			87,446.65**
			6,163,005.35***

Fran Lee

From: Joe Zurita <jzurita@co.jefferson.tx.us>
Sent: Wednesday, June 16, 2021 11:18 AM
To: Fran Lee
Subject: budget amendment

Importance: High

Good morning, Can you put in the next commissioners court agenda to transfer 2000.00 from account 120-8095-417-40-09 to account 120-8095-417-30-84 to purchase rubber grommets and nuts, bolt, self-tapping screws and loom? Please and thank you

Joe L. Zurita Jr.
Director of Service Center
7789 Viterbo Rd.
Nederland, Tx 77627
409-719-5937

Memorandum of Understanding between Beaumont Independent School District,

Jefferson County and the Jefferson County Clerk

Parties. This memorandum is made and entered into by Jefferson County Texas (County), Jefferson County Clerk and Beaumont Independent School District (BISD).

WHEREAS, Jefferson County, Texas, by and through its Commissioners' Court, a body politic of the State of Texas and the Jefferson County Clerk, as authorized by Chapter 791 of the Government Code, and Beaumont Independent School District, for the mutual benefit of the citizens they serve, desire to enter into a contract to provide certain services to each other, and

Purpose. The purpose of this memorandum is to facilitate collaboration between County and BISD in providing programming services and electronic voting equipment for use by the students of Beaumont United High School for their Homecoming election to be held in September of 2021. This agreement furthers the public purpose of educating students as potential voters on the use of electronic voting equipment.

Term: The term of this agreement is from the date this agreement is signed until September 17, 2021 unless terminated earlier by a party.

Responsibilities of Parties

A. County
   1. County will provide election programming services for the Beaumont United High School Homecoming election;
   2. County will provide at no charge eight (8) eSlate voting machines and one (1) Judge's Booth Controller;
   3. County will deliver the voting equipment on Monday, September 13, 2021, to the Beaumont United High School cafeteria.
   4. County will pick up the voting equipment on Friday, September 17, 2021, from Beaumont United High School cafeteria.

B. BISD
   1. BISD will provide the ballot information to the Jefferson County Clerk not later than Friday, September 3, 2021.
   2. Upon receipt of a ballot approval form, BISD will respond to the Jefferson County Clerk with any corrections or an approval of the ballot within one (1) business day.
   3. Failure of BISD to meet deadlines in this Memorandum of Understanding will cause Jefferson County and the Jefferson County Clerk to withdraw from this agreement, as the County will be conducting another election at this time.

No Joint Enterprise. The provisions of this contract are not intended to create, nor will they be in any way construed to create, a joint venture, a partnership, or to create any liability for the parties whatsoever with respect to the parties' indebtedness, liabilities, and obligations. Any

employee of a party performing services pursuant to this agreement shall not be deemed to be the agent of the party receiving services under this agreement.

Termination: This agreement can be terminated by either party with 30 days written notice of termination.

Liability and Indemnity: BISD agrees to pay Jefferson County for any damage, of any kind, to the machines while in the custody of BISD whether by negligence or intentional acts of BISD employees, students or guests.

Resolution of Disputes: The Parties agree that if a dispute arises under this Agreement, the parties will first try to work it out between themselves in a good faith effort to resolve their differences. If they cannot reach an agreement, the parties further agree, pursuant to Sec. 791.015 Texas Government Code, that any dispute regarding the terms of this agreement will be submitted to an agreed upon mediator for resolution.

Severability. If any provision of this contract is held to be invalid, unenforceable, or illegal in any respect, such provision will be fully severable, and the remainder of this contract will remain valid and in full force and effect.

Notice: Any notice required or permitted under the contract will be in writing and will be directed to the parties as designated below and will be deemed given: (1) when delivered in hand and a receipt granted; (2) when received if sent by certified mail, return receipt requested; (3) upon three business days after deposit in the United States mail; or (4) when received if sent by confirmed facsimile or confirmed email:

If to BISD:

Dr. Shannon Allen
Superintendent
Beaumont Independent School District
3395 Harrison
Beaumont, TX 77706

If to County:

Jeff Branick
County Judge
Jefferson County Courthouse
1149 Pearl Street
Beaumont, Texas, 77701
409 835-8466 Phone
409 839-2311 Fax

If to Jefferson County Clerk:

Theresa Goodness
Jefferson County Clerk
P.O. Box 1151
Beaumont, TX 77704-1151
409-835-8480 Phone
409-839-2394 Fax
countyclerk@co.jefferson.tx.us

Having agreed to the terms and conditions stated herein, the parties do hereby execute this contract.

Date approved: 6/22/2021

Jeff R. Branick, County Judge

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

Theresa Goodness, County Clerk

Dr. Shannon Allen, Superintendent, Beaumont Independent School District

Resolution

STATE OF TEXAS § COMMISSIONERS COURT
§
COUNTY OF JEFFERSON § OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 29th day of June, 2021, on motion made by Darrell Bush, Commissioner of Precinct No. 2, and seconded by Everette Alfred, Commissioner of Precinct No. 4, the following Resolution was adopted:

WHEREAS, Linda Patterson has devoted 39 years and 8 months of her life serving the people of Jefferson County with pride and professionalism; and

WHEREAS, Linda Patterson began her service in the County Clerk's office as a Deputy Clerk for Rob L. Barnes and Lolita Ramos. She worked in every department of the County Clerk's office before transferring to the County Judge's Office as a Probate Court Clerk for Judge Richard P. LeBlanc, Jr. and Judge Robert Stroder, and then as Associate Court Administrator for Judge Carl R. Griffith, Jr., Judge Ronald L. Walker and Judge Jeff R. Branick; and

WHEREAS, through hard work, dedication, and commitment to excellence, **Linda Patterson** has earned the respect and admiration of her colleagues, the legal community, and the citizens of Jefferson County, and

WHEREAS, Linda Patterson has always handled her job with integrity and professionalism and mentored many clerks, legal assistants and attorneys throughout her tenure; and

WHEREAS, Linda Patterson will be fondly missed by her friends and co-workers.

NOW THEREFORE, BE IT RESOLVED that the Jefferson County Commissioners Court does hereby honor and commend **Linda Patterson** for her dedication and service as a valuable employee of Jefferson County and wishes her well in her retirement.

SIGNED this 29th day of June, 2021.

JUDGE JEFF R. BRANICK
County Judge

VERNON PIERCE
Commissioner, Precinct No. 1

MICHAEL S. SINEGAL
Commissioner, Precinct No. 3

DARRELL W. BUSH
Commissioner, Precinct No. 2

EVERETTE D. ALFRED
Commissioner, Precinct No. 4

AGENDA ITEM **June 29, 2021**

Receive and file Oath of Office and Statement of Officer of Appointment for Harold Lee Doucet, Jr. to the position of Constable Precinct No. 8 to fulfill the unexpired term of Constable Eddie Collins, retired, Pursuant to Sec. 87.042 (a), Texas Local Government Code.

2 pgs
OATH
2021021476

Form #2204 Rev 9/2017 **Submit to:** **SECRETARY OF STATE** **Government Filings Section** **P O Box 12887** **Austin, TX 78711-2887** **512-463-6334** **FAX 512-463-5569** **Filing Fee: None**	**This space reserved for office use** **OATH OF OFFICE**

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
I, Harold Lee Doucet, Jr , do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Constable Pct # 8 of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Signature of Officer

Certification of Person Authorized to Administer Oath

State of Texas
County of Jefferson

Sworn to and subscribed before me on this 22 Nd day of June, 2021.

(Affix Notary Seal, only if oath administered by a notary)

Signature of Notary Public or
Signature of Other Person Authorized to Administer An Oath

Tom Gilliam
Printed or Typed Name

Form #2201 Rev. 05/2020
Submit to:
SECRETARY OF STATE
Government Filings
Section P O Box 12887
Austin, TX 78711-2887
512-463-6334
512-463-5569 - Fax
Filing Fee: None

STATEMENT OF OFFICER

Statement

I, Harold Lee Doucet, Jr, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God

Title of Position to Which Elected/Appointed: Constable Pct # 8

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true

Date. 6-22-21

Harold Doucet
Signature of Officer

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Theresa Goodness, County Clerk
Jefferson County, Texas
June 22, 2021 11 52 51 AM
FEE $0 00 2021021476

Form 2201

RETURN TO
CONSTABLE PRECINT 8
BEAUMONT, TEXAS 77701

AGENDA ITEM **June 29, 2021**

Receive and file executed Contract for Independent Contractor Physician as supervising physician for the Jefferson County Employee Health Department.

CONTRACT FOR INDEPENDENT CONTRACTOR PHYSICIAN

State of Texas

County of Jefferson

On this 22ND day of June, 2021 I, Dr. Servet Satir have offered to provide my services as a licensed physician to the Jefferson County, Texas to fulfill the requirements of the Jefferson County Employee Health Department physician and I agree to the following terms and conditions:

1. I am an independent contractor and not an employee of Jefferson County; and

2. I will strictly observe the protocols required by law, specifically Texas Civil Practice and Remedies Code Chapter 88 and the Texas Occupations Code Chapter 157, and as provided to me, by the County office to provide supervision/oversight of the Jefferson County Family Nurse Practitioner; and

3. Physician supervision includes, but is not limited to, on-site medical direction and consultation at least once every ~~ten (10)~~ Thirty 30 business days, receiving daily status report from the nurse practitioner on any problems or complications encountered and being available through direct telecommunication for consultation, assistance with medical emergencies or patient referral; and

4. In exchange for my services, I agree to accept one thousand ($1,000.00) dollars per month for my services, until this contract is terminated, and that I will work as assigned on the days scheduled for me. ~~If I need to reschedule my work time, I will call Emergency Management; and~~

5. I will follow all medical and safety protocols for personal protection and sanitization at all times; and

6. Jefferson County and I agree that this contract may be terminated upon 30-days written notice by either party; and

6. I have personally inspected my work place and I am satisfied that I will not require any specific safety equipment protective clothing during the time I am at this work place, other than that provided to me.

Signed this 22ND day of JUNE, 2021

By: Servet Satir

Dr. Servet Satir

Address:

615 W. Roundbunch Rd.
Bridge City, TX 77611
(409) 735-7305

Jefferson County



_____ Date: 6/22/21

Jeff R. Branick, County Judge

Attest:

_____ **Date:** _____

County Clerk

JEFFERSON COUNTY EMERGENCY SERVICE DISTRICT #1

ANNUAL FINANCIAL STATEMENTS

FOR THE YEAR ENDING SEPTEMBER 30, 2020

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MITCHELL T. FONTENOTE
CERTIFIED PUBLIC ACCOUNTANT, INC.

June 21, 2021

ACCOUNTANT'S REPORT

The Board of Commissioners
Jefferson County Emergency Service District #1
Jefferson County, Texas

I have compiled the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Jefferson County ESD No. 1 (the "District") as of and for the year ended September 30, 2020, which collectively comprise the District's basic financial statements as listed in the table of contents. I have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

The management of the District is responsible for the preparation and for the fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of the financial statements.

My responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications should be made to the financial statements.

Management has elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America and Management's Discussion and Analysis. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the District's financial position, results of operations, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

Accounting principles generally accepted in the United States of America require that a Budgetary Comparison Schedule be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of the financial reporting and for placing the basic financial statements in an appropriate operational, economic, or historical context. Such information has been compiled by me without audit or review and accordingly, do not express an opinion or provide any form of assurance on it.

Mitchell T. Fontenote CPA, Inc.

2428 NALL STREET • PORT NECHES, TEXAS 77651
PHONE (409) 722-6300 • FAX (409) 722-6301
MITCHELL@MTFCPAS.COM

JEFFERSON COUNTY EMERGENCY SERVICE DISTRICT #1
STATEMENT OF NET POSITION
SEPTEMBER 30, 2020

		Governmental Activities
ASSETS:		
Cash and Cash Equivalents	$	290,649
Taxes Receivable		16,791
Capital Assets:		
Buildings, Property, and Equipment, net		126,800
Total Assets	$	434,240
LIABILITIES AND NET ASSETS:		
Accounts Payable	$	5,205
Long-term notes payable		
Due within one year		24,967
Total Liabilities		30,172
Net Position		
Net invested in capital assets		101,833
Unrestricted		302,235
Total Net Position	$	404,068

See Accompanying Accountant's Report

JEFFERSON COUNTY EMERGENCY SERVICE DISTRICT #1

STATEMENT OF ACTIVITIES
SEPTEMBER 30, 2020

	Program Revneues			Net (Expense) Revenue and Changes in Net Assets
Primary Government	**Expenses**	**Charges for Services**	**Operating Grants and Contributions**	**Governmental Activities**
GOVERNMENTAL ACTIVITIES:				
General Government	$ 41,624	-	-	$ (41,624)
Fire and Emergency Services	142,253	-	-	(142,253)
Total Governmental Activities	183,877	-	-	(183,877)
			Taxes, penalties, and interest	180,946
			Contributions and Grants	2,144
			Other Miscellaneous	5,300
			Total General Revenues	188,390
			Change in Net Position	4,513
			Net Position - Beginning	399,555
			Net Position - Ending	$ 404,068

See Accompanying Accountant's Report

JEFFERSON COUNTY EMERGENCY SERVICE DISTRICT #1
BALANCE SHEET – GOVERNMENTAL FUNDS
SEPTEMBER 30, 2020

	Total Governmental Funds
ASSETS:	
Cash and Cash Equivalents	$ 290,649
Taxes Receivable	16,791
Total Assets	$ 307,440
LIABILITIES AND FUND BALANCE:	
Liabilities:	
Accounts Payable	$ 5,205
Total Liabilities	5,205
Deferred Inflows of Resources:	
Unavailable Revenue - Property Tax	6,662
Deferred Inflows of Resources:	6,662
Fund Balance:	
Unassigned Fund Balance	295,573
Total Fund Balance	$ 295,573

See Accompanying Accountant's Report

JEFFERSON COUNTY EMERGENCY SERVICE DISTRICT #1

RECONCILIATION OF THE GOVERNMENTAL FUND BALANCE SHEET TO THE STATEMENT OF NET POSITION SEPTEMBER 30, 2020

Governmental fund balance as reported on the balance sheet for governmental funds.	$	295,573
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.		126,800
Long-term liabilities, including bonds payable, are not due and payable in the current period, and, therefore, are not reported in the funds.		(24,967)
Recognition of deferred revenue as revenue increases net position		6,662
Total net position as reported on the Statement of Net Position for Governmental Activities.	$	404,068

See Accompanying Accountant's Report

JEFFERSON COUNTY EMERGENCY SERVICE DISTRICT #1

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
FOR THE YEAR ENDED SEPTEMBER 30, 2020

	Total Governmental Funds
	General Fund
Revenues:	
Property taxes, penalties and interest	$ 180,010
Contributions and grants	2,144
Other miscellaneous	5,300
Total Revenue	187,454
Expenditures:	
General government	41,624
Fire and Emergency Services	99,107
Total expenditures	140,731
Other Financing Sources (Uses):	
Principal Payments on Loan	(23,995)
Total other financing sources (uses)	(23,995)
Net Changes in Fund Balance	22,728
Fund Balances:	
Beginning of year	272,845
End of year	$ 295,573

See Accompanying Accountant's Report

JEFFERSON COUNTY EMERGENCY SERVICE DISTRICT #1

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2020

Net change in fund balance for governmental funds:	$	22,728
Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over the estimated useful lives and reported as depreciation expense. This is the amount by which capital outlays exceed depreciation in the current period.		(43,146)
The issurance of long-term debt provides current financial resources to governmental funds while the repayment of the long term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position.		23,995
Varrious other reclassifications and eliminations are necessary to convert from the modified accrual basis of accounting to accrual basis of accounting. These include recognizing deferred revenue, adjusting current year revenue to show the revenue from the current year's levy. The net effect of these reclassifications and recognition is to increase net assets.		936
Total change in Net Position	$	4,513

See Accompanying Accountant's Report

JEFFERSON COUNTY EMERGENCY SERVICE DISTRICT #1
BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED SEPTEMBER 30, 2020

	Original Budget	Final Budget	Actual	Variance Favorable (Unfavorable)
Revenues:				
Property taxes, penalties and interest	$ 177,000	$ 177,000	$ 180,010	$ 3,010
Contributions and grants	2,144	2,144	2,144	-
Other miscellaneous	5,368	5,368	5,300	(68)
Total Revenues	$ 184,512	$ 184,512	$ 187,454	$ 2,942
Expenditures:				
Administrative Expenses:				
Administrative Insurance	$ 5,763	$ 5,763	$ 6,418	$ (655)
Firefighter Coordinator	2,100	2,100	2,200	(100)
Legal	8,400	8,400	8,400	-
Tax Collection Fees	1,000	1,000	911	89
Office Operations	2,500	2,500	2,663	(163)
Appraisal Fees	1,700	1,700	1,421	279
Accounting Expense	2,150	2,150	2,500	(350)
Audit Expense	2,500	2,500	-	2,500
Certification, Travel, Education	150	150	150	-
Administrative Staff	21,848	21,848	16,428	5,420
Other Administrative Costs	335	335	533	(198)
Total Administrative Expenses	48,446	48,446	41,624	6,822
Operations Expenses:				
Interest Payment on Loan	2,009	2,009	2,009	-
Vehicle, A&S and Contents Insurance	12,500	12,500	12,633	(133)
Workmen's Comp Insurance	3,500	3,500	2,757	743
Vehicle Repairs and Recertification	7,500	7,500	14,089	(6,589)
Equipment Maintenance and Repair	6,000	6,000	2,709	3,291
Fuel	2,200	2,200	2,263	(63)
Bunker Gear Purchase	2,500	2,500	-	2,500
Radio & Pager Maintenance/Purch	3,500	3,500	2,390	1,110
Uniform Maint / Purch	750	750	990	(240)
Telephone, Fax, Security	1,500	1,500	1,580	(80)
Fire Alarm Service	650	650	518	132
Fire Training	500	500	100	400
Medical Training	1,000	1,000	300	700
Medical Supplies/Oxygen	1,000	1,000	1,586	(586)
Organization Dues	1,150	1,150	-	1,150
Utilities	2,000	2,000	2,707	(707)
Internet / TV	1,650	1,650	1,663	(13)

JEFFERSON COUNTY EMERGENCY SERVICE DISTRICT #1
BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED SEPTEMBER 30, 2020

	Original Budget	Final Budget	Actual	Variance Favorable (Unfavorable)
Annual Fire Hose Testing	1,558	1,558	1,409	149
SCBA Air Pak Testing	1,210	1,210	1,667	(457)
Defibrilator Testing (Physio Control)	1,700	1,700	1,346	354
Station Maintenance	5,000	5,000	3,449	1,551
Annual Generator PM	425	425	425	-
Paid Salaries	29,460	29,460	37,332	(7,872)
Emergency Reporting Software	2,328	2,328	699	1,629
E-Dispatch Yearly Fee	365	365	365	-
Dispatch (OCESD #2)	3,300	3,300	3,300	-
Meals	2,000	2,000	510	1,490
Other Operation Costs	-	-	310	(310)
Total Operation Expenses	97,255	97,255	99,106	(1,851)
Total Expenditures	$ 145,701	$ 145,701	$ 140,730	$ 4,971
Excess of Revenues Over (Under) Expenditures	38,811	38,811	46,724	7,913
Other Financing Sources (Uses):				
Principal Payments on Loan	(23,996)	(23,996)	(23,996)	-
Total other financing sources (uses)	(23,996)	(23,996)	(23,996)	-
Net Changes in Fund Balance	14,815	14,815	22,728	7,913
Fund Balance at Beginning of Year	272,845	272,845	272,845	-
Fund Balance at End of Year	$ 287,660	$ 287,660	$ 295,573	$ 7,913

Notes to Required Supplementary Information:

Annual budgets are adopted on a basis consistent with generally accepted accounting principles (GAAP).

Resolution

STATE OF TEXAS § COMMISSIONERS COURT
§
COUNTY OF JEFFERSON § OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 29th day of June, 2021, on motion made by Darrell Bush, Commissioner of Precinct No. 2, and seconded by Everette Alfred, Commissioner of Precinct No. 4, the following Resolution was adopted:

WHEREAS, Cindy Yates, has devoted 14 years of her life to the service of the taxpaying citizens of Jefferson County; and,

WHEREAS, that service was provided through the Office of Assessor-Collector of Taxes for Jefferson County; and,

WHEREAS, **Cindy Yates** served admirably in the position as Deputy Assessor-Collector of Taxes for Jefferson County; and,

WHEREAS, Cindy Yates dedicated her talents and services to the sometimes overwhelming task of collecting property taxes. She also used her talent assisting with the many other activities necessary for the daily functioning of the Jefferson County Tax Office;

WHEREAS, Cindy Yates used her artistic talents to design t-shirts worn by County employees participating in walks supporting the American Heart Association. Cindy's heart for service led her to organize collections within the Tax Office to "Back the Blue" showing support of our local law enforcement.

WHEREAS, Cindy Yates will always be well known for her homemade yeast rolls. Cindy is loved and will be sorely missed by her co-workers.

NOW THEREFORE, **BE IT RESOVED** that the Jefferson County Commissioners Court does hereby honor and commend **Cindy Yates** for her dedicated service of Jefferson County and wishes her well in her retirement.

SIGNED this 29th day of June, 2021.

JUDGE JEFF R. BRANICK
County Judge

VERNON PIERCE
Commissioner, Pct. #1

MICHAEL S. SINEGAL
Commissioner, Pct. #3

DARRELL W. BUSH
Commissioner, Pct. #2

EVERETTE D. ALFRED
Commissioner, Pct. #4

Joleen E. Fregia
Chief Deputy
E-Mail
joleen@co.jefferson.tx.us

Charlie Hallmark
County Treasurer
1149 Pearl Street – Basement
Beaumont, Texas 77701

Office (409) 835-8509
Fax (409) 839-2347
E-Mail
challmark@co.jefferson.tx.us

June 23, 2021

Judge Jeff R. Branick and
Commissioners Court
Jefferson County Courthouse
Beaumont, Texas 77701

Gentlemen:

Enclosed is the Investment Schedule as of May 31st, 2021, including interest earnings.

The 90 day Treasury discount rate on May 31st, 2021 was 0.01% and the interest on your checking accounts for the month of May was 0.16%

Included in the attached report are the balances for the County's pledged collateral.

This report meets the requirements for investment officers in compliance with the Texas Government Code. Title 10, Section 2256.023.

This should be on the agenda for June 29th, 2021, to be received and filed.

Sincerely,

Charlie Hallmark CIO
Enclosure

Agenda should read:
Receive and File Investment Schedule for May, 2021,
including the year to date total earnings on County funds.

JEFFERSON COUNTY
MONTH END MAY, 2021 INVESTMENT SCHEDULE

SECURITY DESCRIPTION	SETTLEMENT DATE	PAR AMOUNT	AMOUNT PAID	PRICE PAID	EXP. YIELD	MATURITY Date	CALL DATE	# Days to mat.	# Days Invested	CUSIP/C.D. NUMBER	BROKER DEALER	CURRENT VALUE	Current Price	ACCRUED FROM PURCHASE/COUPON	Coupon paid TO DATE	BOOK VALUE ACCRUED INT.)
INVESTMENTS																
TEXAS CLASS		$0.00	$0.00	100	0.000%		NONE			TX-01-0485-4001	TEXAS CLASS	$0.00			$166,224.40	$0.00
CDs and Securities																
* (Investment CD's)																
					WEIGHTED				WEIGHTED			TOTAL MARKET				TOTAL BOOK
		TOTAL PAR	AMT. INVESTED		AVG. YLD				AVG.	MATURITY		VALUE				VALUE
INVESTMENT ACCTS		$0.00	$0.00									$0.00		0.00	$166,224.40	
CDs and Securities		$0.00	$0.00		#DIV/0!				#DIV/0!	DAYS		$0.00		0.00	$0.00	
TOTALS ALL ACCTS:		**$0.00**	**$0.00**									**$0.00**		**0.00**	**$166,224.40**	**$0.00**

PLEDGE COLLATERAL REPORT WELLS FARGO
ALL COUNTY FUNDS
AS OF MAY 31, 2021

MARKET VALUE OF PLEDGE SECURITIES	**$238,880,417.53**
BALANCE IN ALL ACCOUNTS:	**$142,919,850.14**
OVER OR (UNDER) AMOUNT:	**$95,960,567.39**
	167.14%

COMPLIANCE STATEMENT

This in an unaudited statement made in accordance with provisions of Government Code Title 10 Section 2256.023 The Public Funds Investment Act
The investment portfolios of Jefferson County comply with the strategies in the Jefferson County Investment Policy and Procedures.

Charlie Hallmark, Jefferson County Investment Officer

MAY 2021, JEFFERSON COUNTY INVESTMENT MATURITIES
MATURED SECURITIES AND INTEREST EARNED

SECURITY DESCRIPTION	PURCHASE DATE	PAR AMOUNT	AMOUNT INVESTED	PRICE PAID	EXPECT. YIELD	MATURITY DATE	Coupon Pay DATE	# DAYS INVEST.	CUSIP/C.D. NUMBER	BROKER DEALER	INTEREST EARNINGS	
INVESTMENTS												
TEXAS CLASS												
												$0.00
CHECKING INTEREST												
POOLED CASH ACCT		MAY INTEREST			0.160%			31	7783975381	WELLS FARGO	$17,412.44	
OTHER COUNTY ACCTS		MAY INTEREST			0.160%			31		WELLS FARGO	$754.78	
TAX LICENSE ACCT		MAY INTEREST						31	7783975274	WELLS FARGO	$110.96	
												$18,278.18
TOTAL		**$0.00**	**$0.00**								**$18,278.18**	**$18,278.18**

FISCAL YEAR 2020-2021

YIELD TO MATURITY AND INTEREST EARNINGS

MONTH	90 DAY T. BILL YIELD	INVESTMENT INTEREST EARNED	CHECKING ACCOUNT YIELD	TEXAS CLASS INTEREST	TEXAS CLASS YIELD
OCTOBER	0.100%	$41,201.10	0.160%	$4,788.40	0.129%
NOVEMBER	0.080%	$10,622.45	0.160%	$196.36	0.120%
DECEMBER	0.090%	$12,634.41	0.160%	$143.66	0.088%
JANUARY	0.060%	$35,117.10	0.160%	$0.00	0.000%
FEBRUARY	0.040%	$21,375.10	0.160%	$0.00	0.000%
MARCH	0.030%	$20,335.54	0.160%	$0.00	0.000%
APRIL	0.010%	$18,703.46	0.160%	$0.00	0.000%
MAY	0.010%	$18,278.18	0.160%	$0.00	0.000%
JUNE					
JULY					
AUGUST					
SEPTEMBER					
ANNUAL TOTALS		**$178,267.34**		**$5,128.42**	**$183,395.76**

RECEIVED JUN 2 3 2021

JEFFERSON COUNTY JUVENILE PROBATION DEPARTMENT
MINNIE ROGERS JUVENILE JUSTICE CENTER

5326 Hwy 69 South
Beaumont, TX 77705
Ph: (409) 722-7474
Fx: (409) 726-2896

Edward J. Cockrell, Sr.,
Chief Probation Officer

900 Fourth Street
Port Arthur, TX 77640
Ph: (409) 983-8370
Fx: (409) 983-8348

MEMORANDUM

To: Loma George
County Judge's Office

From: Edward J. Cockrell, Sr EC
Chief Juvenile Probation Officer

Date: June 21, 2021

Re: **Commissioners' Court Agenda, June 29, 2021**

Please place the following item on the Commissioners' Court agenda for June 29, 2021.

Juvenile Probation

Receive and File the proposed Juvenile Probation Budget for FY2022 in accordance with 140.004 Local Government Code.

BUDGET PREPARATION WORKSHEET
2021-2022 BUDGET YEAR

	ACCOUNT DESCRIPTION	TWO YEAR AVERAGE '19 & '20	2019-2020 LAST YEARS ACTUALS	2020-2021 7 MONTHS ACTUAL	2020-2021 ADJUSTED BUDGET	2021-2022 DEPT. REQUEST
GENERAL FUND						
	JUVENILE PROBATION DEPT.					
.10-01	DEPARTMENT HEAD	56,121	56,919	33,156	58,637	.....
.10-02	ASSISTANTS & CLERKS	769,330	806,998	482,967	1,005,971	.....
.10-94	LONGEVITY PAY	14,843	14,542	8,698	15,322	.....
.10-98	OVERTIME ALLOWANCE	154	177	0	0	.....
*	SALARIES AND WAGES	868,446	878,636	524,830	1,080,930	.....
.20-01	F.I.C.A. EXPENSE	68,046	68,677	39,529	86,124	.....
.20-02	EMPLOYEES' RETIREMENT	181,721	189,376	110,373	226,063	.....
.20-03	EMPLOYEES' INSURANCE	213,360	212,411	126,420	211,170	.....
.20-06	AUTOMOBILE ALLOWANCE	2,430	2,430	1,418	2,430	.....
.20-07	CELLULAR PHONE ALLOWANCE	450	450	263	450	.....
*	FRINGE BENEFITS	466,006	473,344	278,003	526,237	.....
.30-10	BOOKS-PRINTED	2,364	2,094	0	3,120	**3,120**
.30-78	OFFICE SUPPLIES	1,440	426-	3,000	4,250	**4,250**
.30-84	MINOR EQUIPMENT	540	0	0	1,766	**1,766**
.30-90	EDUCATION & DEMONSTRATION	207	0	855	1,278	**1,278**
*	MATERIALS AND SUPPLIES	4,550	1,668	3,855	10,414	**10,414**
.40-11	EQUIPMENT- MISCELLANEOUS	300	0	0	600	**600**
.40-52	POSTAGE	1,911	1,960	1,743	2,467	**2,467**
.40-54	TELEPHONE	627	629	321	1,200	**1,200**
*	MAINTENANCE AND UTILITIES	2,838	2,589	2,064	4,267	**4,267**
.50-05	MILEAGE	16,574	9,878	4,377	24,865	**24,865**
.50-14	MENTAL EXAMINATION	2,437	4,325	3,150	24,885	**24,885**
.50-21	DUES/SUBSCRIPTIONS	347	356	422	450	**450**
.50-45	BONDS SURETY/NOTARY	107	71	167	400	**400**
.50-53	RENT-EQUIPMENT	2,076	2,006	2,433	4,680	**4,680**
.50-62	TRAVEL EXPENSE	3,740	585	135	10,000	**10,000**
.50-77	CONTRACTUAL SERVICE	190	0	0	500	**500**
.50-81	RELIEF-BOARD & LODGING	1,474-	2,897-	340-	26,671	**26,671**
*	MISCELLANEOUS SERVICES	23,995	14,324	10,344	92,451	**92,451**
**	JUVENILE PROBATION DEPT.	1,365,835	1,370,561	819,096	1,714,299	.....

Department Juvenile Probation Please list all items in order of priority. Use additional pages if necessary.

ACCOUNT 10-05 EXTRA HELP

Item Description	Item Cost
Total Requested	0

ACCOUNT 10-98 OVERTIME

Item Description	Item Cost
Total Requested	0

ACCOUNT 20-06 AUTOMOBILE ALLOWANCE

Item Description	Item Cost
No New Request	
Total Requested	

ACCOUNT 20-07 CELL PHONE ALLOWANCE

Item Description	Item Cost
No New Request	
Total Requested	

Department Juvenile Probation Please list all items in order of priority. Use additional pages if necessary.

ACCOUNT 30-11 SOFTWARE (Please list out any computer software you are requesting for existing computers. Also, list any software for new computers you are asking for in this budget year. Do not combine software costs with the cost of new computers in the Capital Outlay section.)

Item Description	Item Cost
Total Requested	0

ACCOUNT 50-21 DUES/SUBSCRIPTIONS

Item Description	Item Cost
Texas Register	
Total Requested	$450.00

Department Juvenile Probation Please list all items in order of priority. Use additional pages if necessary.

ACCOUNT 50-62 TRAVEL

Item Description	Item Cost
See attached.	
Total Requested	

ACCOUNT 50-77 CONTRACTUAL SERVICES

Item Description	Item Cost
$500.00 is requested to contract for Sex Offender treatment groups. Sex Offender	
treatment is conducted by an experienced, professional counselor.	
Total Requested	$500.00

Probation Training Budget FY 2022
120-3063-424 50-62

Chief to attend Chief Probation Officer's Conference FY 2022

Total 649

Four people to attend Texas Probation Association annual conference in Austin in April, 2022

Total 2376

Three people to attend Texas Probation Association Legislative Conference in August, 2022

Total 1782

One person to attend Sex Offenders Management Conference FY 2022

Total 839

Two people to attend Texas Juvenile Justice Department's Data Conference in Austin, TX FY 2022

Total 691

Two people to attend Texas Juvenile Justice Department Budget Conference in Austin, TX FY 2022

Total 484

2 people to attend TJJD's Post Legislative Conference in Austin, TX FY 2022

Total 816

Chief Probation Officer to attend meetings at the Texas Juvenile Justice Department in Austin, Texas.

Total 1500

Chief Probation Officer to attend Southeast Texas Chief's meeting located throughout Southeast Texas.

Total 863

Total Training Budget 2022 **$10,000**

Department Juvenile Probation Please list all items in order of priority. Use additional pages if necessary.

PARTICIPATION (List any matching funds the County will be responsible for in regards to Federal, State or Local grant agreements.)

Item Description	Item Cost
Total Requested	0

Department Juvenile Probation Please list all items in order of priority. Use additional pages if necessary.

ACCOUNT 30-84 MINOR EQUIPMENT (List out any equipment under $5,000. Do not list any computers here even if under $5,000. List all computers in 60-02 Computer Equipment under the Capital Outlay section.)

Item Description	Item Cost
4 – Fax Drums @ $145.00 each	$580.00
4 – US/Texas Flags Sets @ $105.00 each	$420.00
3 – Office Chairs @ $145.00 each	$435.00
1 – Toner Cartridge @ $331.00	$331.00
Total Requested	1,766.00

Department Juvenile Probation Please list all items in order of priority. Use additional pages if necessary.

CAPITAL OUTLAY (List any equipment over $5,000 plus all computers. Please indicate whether the equipment is a new item or will be a replacement for old equipment. Commissioners' Court will closely scrutinize any Capital Outlay requests, so please provide full written justification for each item requested.)

Item Description	Item Cost
Total Requested	0

BUDGET PREPARATION WORKSHEET
2021-2022 BUDGET YEAR

	ACCOUNT DESCRIPTION	TWO YEAR AVERAGE '19 & '20	2019-2020 LAST YEARS ACTUALS	2020-2021 7 MONTHS ACTUAL	2020-2021 ADJUSTED BUDGET	2021-2022 DEPT. REQUEST
	JUVENILE DETENTION HOME					
.10-01	DEPARTMENT HEAD	56,120	56,919	33,163	59,637	.....
.10-02	ASSISTANTS & CLERKS	828,442	856,425	503,978	1,045,385	.....
.10-05	EXTRA HELP	144,426	125,087	64,439	178,500	.....
.10-94	LONGEVITY PAY	12,960	13,315	8,010	15,623	.....
.10-97	HOLIDAY PAY	39,891	42,873	32,593	48,495	.....
.10-98	OVERTIME ALLOWANCE	4,033	2,835	2,275	6,924	.....
*	SALARIES AND WAGES	1,085,871	1,097,454	644,458	1,354,564	.....
.20-01	F.I.C.A. EXPENSE	81,743	82,616	48,226	105,451	.....
.20-02	EMPLOYEES' RETIREMENT	215,247	225,603	132,919	276,792	.....
.20-03	EMPLOYEES' INSURANCE	221,505	242,053	138,910	259,498	.....
.20-06	AUTOMOBILE ALLOWANCE	2,430	2,430	1,418	2,430	.....
.20-07	CELLULAR PHONE ALLOWANCE	450	450	263	450	.....
*	FRINGE BENEFITS	521,374	553,152	321,736	644,621	.....
.30-07	BEDDING, BLANKETS,& LINEN	1,473	1,448	1,158	1,500	1,500
.30-17	CLOTHING	3,137	2,974	1,755	3,300	3,300
.30-23	DISHES, UTENSILS, ETC.	246	297	0	300	300
.30-33	FOOD	90,583	86,334	85,364	90,000	90,000
.30-44	JANITOR SUPPLIES	8,802	9,031	8,500	9,500	9,500
.30-50	MEDICAL SUPPLIES	63	126	179	1,000	1,000
.30-78	OFFICE SUPPLIES	909	835	1,400	1,579	1,579
.30-84	MINOR EQUIPMENT	5,573	3,369	569	6,948	6,907
*	MATERIALS AND SUPPLIES	141,516	133,262	54,105	161,700	114,086
.40-09	BUILDINGS AND GROUNDS	31,263	27,702	6,885	35,000	35,000
.40-11	EQUIPMENT- MISCELLANEOUS	937	1,312	0	5,300	5,300
.40-53	GAS- NATURAL AND BUTANE	3,642	3,581	3,076	4,000	4,000
.40-54	TELEPHONE	8,353	8,371	4,279	8,400	8,600 ✓
.40-56	ELECTRICITY	61,199	53,154	23,357	75,000	65,000
.40-57	WATER AND SEWER	36,123	39,142	16,508	34,000	40,000 ✓
*	MAINTENANCE AND UTILITIES	141,516	133,262	54,105	161,700	157,900
.50-05	MILEAGE	0	0	0	300	300
.50-32	HOSPITAL SERVICE	0	0	0	3,000	3,000
.50-34	MEDICAL & SURGICAL	4,448	4,270	1,555	9,000	9,000
.50-53	RENT-EQUIPMENT	3,407	3,292	811	1,560	1,560
.50-62	TRAVEL EXPENSE	3,739	2,244	689	8,511	8,511
.50-77	CONTRACTUAL SERVICE	58,835	49,283	69,522	79,571	79,624
*	MISCELLANEOUS SERVICES	70,428	59,089	72,577	101,942	101,995
**	JUVENILE DETENTION HOME	1,929,973	1,947,371	1,191,801	2,376,954	.....

JEFFERSON COUNTY JUVENILE PROBATION DEPARTMENT
MINNIE ROGERS JUVENILE JUSTICE CENTER

5326 Hwy 69 South
Beaumont, TX 77705
Ph: (409) 722-7474
Fx: (409) 726-2896

Edward "Ed" Cockrell, Sr.
Chief Juvenile Probation Officer

900 Fourth Street
Port Arthur, TX 77640
Ph: (409) 983-8370
Fx: (409) 983-8348

MEMORANDUM

To: Patrick Swain
Auditor

From: Edward J. Cockrell, Sr EC
Chief Juvenile Probation Officer

Date: May 27, 2021

Re: Extra Hours for Detention Staff and other 10-Series Line items for FY 2021-22 Budget

The Juvenile Detention Center operates under a U.S Department of Labor ruling obtained by Human Resources Director, Carey Erickson, which is in compliance with the Fair Labor Standards Act. Juvenile Supervision Officer are qualified as law enforcement (security personnel in corrections institution – October 1997). This exemption allows the department to require these officers to attend monthly staff training and be paid straight time as opposed to giving them time and a half comp time off, up to eleven hours per month.

Recommend placing $23,300 as Extra Hours in line item #10-02

Extra Help is used to fund all part-time Supervision Officers that supplement shifts, working during employee illness, employee personal leave, vacation time, bereavement time, military leave, etc. It is recommended that Extra Help line item 10-05 remain the same as FY21 at $178,500.

Please add these figures to the budget request:

120-3064-424-10-05 Extra Help (Remain the Same)	$178,500
120-3064-424-10-97 Holiday Pay (Remain the Same)	$48,495
120-3064-424-10-94 Longevity Pay (to be completed by Auditing)	
120-3064-424-10-96 Vacation Pay (to be completed by Auditing)	
120-3064-424-10-98 Overtime Allowance (Remain the Same)	$6,924

JEFFERSON COUNTY JUVENILE PROBATION DEPARTMENT
MINNIE ROGERS JUVENILE JUSTICE CENTER

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Edward "Ed" Cockrell, Sr.
Chief Juvenile Probation Officer

900 Fourth Street
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Fx: (409) 983-8348

MEMORANDUM

To: Patrick Swain
Auditor

From: Edward J. Cockrell, Sr
Chief Juvenile Probation Officer

Date: May 26, 2021

Re: Justification/Budget – Budget 120 – 3064

Budget 120-3064:

(3064) 50-77 - Contractual
The FY22 proposed Juvenile Detention Budget has an increase in the line item of $53.

Adjusted Budget FY21	Department Request	Increase
$79,571	$79,624	$53

This line item increase is based on increase of service prices.

(3064) 40-54 – Telephone
The FY22 proposed Juvenile Detention Budget has an increase in the line item of $200

Adjusted Budget FY21	Department Request	Increase
$8,400	$8,600	$200

This line item increase is based on current year usage. This line item has been discussed with Fran Lee in the Auditor's office and she recommended the increase.

(3064) 40-57 Water and Sewer

The FY22 proposed Juvenile Detention Budget has an increase in the line item of $6,000.

Adjusted Budget FY21	Department Request	Increase
$34,000	$40,000	$6,000

This line item increase is based on current year usage. This line item has been discussed with Fran Lee in the Auditor's office and she recommended the increase.

NOTE: 40-56 Electricity line item is being reduced by $10,000.

Department Juvenile Detention Please list all items in order of priority. Use additional pages if necessary.

ACCOUNT 10-05 EXTRA HELP

Item Description	Item Cost
No New Request	
Total Requested	

ACCOUNT 10-98 OVERTIME

Item Description	Item Cost
No New Request	
Total Requested	

ACCOUNT 20-06 AUTOMOBILE ALLOWANCE

Item Description	Item Cost
No New Request	
Total Requested	

ACCOUNT 20-07 CELL PHONE ALLOWANCE

Item Description	Item Cost
No New Request	
Total Requested	

Department Juvenile Detention Please list all items in order of priority. Use additional pages if necessary.

ACCOUNT 30-11 SOFTWARE (Please list out any computer software you are requesting for existing computers. Also, list any software for new computers you are asking for in this budget year. Do not combine software costs with the cost of new computers in the Capital Outlay section.)

Item Description	Item Cost
Total Requested	0

ACCOUNT 50-21 DUES/SUBSCRIPTIONS

Item Description	Item Cost
Total Requested	0

Department Juvenile Detention Please list all items in order of priority. Use additional pages if necessary.

ACCOUNT 50-62 TRAVEL

Item Description	Item Cost
See attached.	
Total Requested	

ACCOUNT 50-77 CONTRACTUAL SERVICES

Item Description	Item Cost
See attached.	
Total Requested	

Detention Training Budget FY 2022

Two people to attend Handle with Care Restraint Training
for facilitators in Fort Bend County, TX

Reg. 800 **Total 1156**

American Red Cross (CPR and First Aid)
33 staff for recertification and 2 instructors

Total 1200

Three people to attend Texas Juvenile Detention Association conference in FY 2022

Reg. 225 **Total 2295**

Three people to attend Texas Juvenile Detention Association management conference in FY 2022

Reg. 225 **Total 2295**

Five people to attend Quality Assurance

Reg. 0 **Total 1265**

Total detention training budget **$8511**

JEFFERSON COUNTY JUVENILE PROBATION DEPARTMENT
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50 – 77 Contractual Services
Item

1.	A 1 Filter	$ 2,208.00
2.	Vent a Hood – Hydro Clean	$ 1,815.00
3.	Advantage Sprinkler/Kitchen Suppression System Inspec.	$ 1,441.00
4.	Dumpster Service – Republic	$ 5,460.00
5.	Fire Panel/Smoke Detector – Southwest Building	$ 650.00
6.	EPS – A C Inspection	$ 3,600.00
7.	Big Thicket – Plumbing Maintenance – Bio Smart	$ 1,920.00
8.	Southern Folgers – Detention Locks	$16,990.00
9.	Cummings Southern Plains – Generator Inspection	$ 1,740.00
10.	Professional Nurses Medical Exams	$10,400.00
11.	Moore – Ice Machine Inspection/Maintenance	$ 1,360.00
12.	Attaboy – Insect Extermination	$ 840.00
13.	S E Texas Building Services – Janitorial	$31,200.00
		$79,624.00

Department Juvenile Detention Please list all items in order of priority. Use additional pages if necessary.

PARTICIPATION (List any matching funds the County will be responsible for in regards to Federal, State or Local grant agreements.)

Item Description	Item Cost
This line item is requested in the amount of $250,000, to be specifically dedicated to	
the programming in the Juvenile Detention Center, in cooperation with IEA	
(Inspire, Encourage, Achieve). The IEA is a non-profit organization, to perpetuate	
the late Ben Rogers' legacy. Regina Rogers has donated well over 4 million	
dollars of her personal funds, and obtains grants, to broaden the services in the	
Detention Center. The program was originally provided at no expense to the	
County. At his time, it is recommended that this program be funded at $250,000.	
A full description of the program is attached.	
Total Requested	$250,000



Grant Proposal & Project Budget

2021 Jefferson County Juvenile Probation
IEA – Inspire, Encourage, Achieve
Funding Proposal

Amount of Request: $250,000

Purpose of Request: Funds will be used by **IEA – Inspire, Encourage, Achieve** (IEA) to provide a multi-disciplinary response to crime and delinquency for **juvenile justice-involved youth who are under the supervision** of the **Jefferson County Juvenile Probation Department** and are **either in detention** at the **Minnie Rogers Juvenile Justice Center (MRJJC) or on probation**. **With Jefferson County Commissioners Court's current and past support**, the organization continues to achieve **significant outcomes** in **reducing recidivism rates** (**repeat offenses**) **by helping interrupt a path toward adult criminal behavior and instead preparing young people to become tax-paying citizens who are educated, civically engaged and workforce ready.**

The work of IEA has never been more critical as the **Covid-19 crisis** has left our youth **extremely vulnerable due to** the **lack of academic support**, **limited judicial** and **parental supervision**, **social isolation**, **lack of physical activity** and **restricted access to food**, **healthcare** and **other community resources**. The lifelong **mental health consequences**, especially for children in underserved communities who are often faced with **poverty**, **chronic traumas** (such as **sexual abuse**, **domestic violence**, **shootings**, **death of a parent or siblings**, **hurricanes** and **floods**) **will be severe**.

Since the program's inception more than **24** years ago, over **3,500 youth** (an average of **150 per year**) and their families have been impacted through direct services. The organization has received **much recognition for its efforts**, but the most powerful measure of its **success** is the many **testimonials** provided by **participants**. **As one young woman recently wrote, "You and IEA picked me up during a hard, hard time and helped me through it. Thank you for continuing the journey with me. I love and appreciate all of you so much."**

History & Intervention Strategies

IEA–Inspire, Encourage, Achieve is a private non-profit organization operating in a unique partnership with the Jefferson County Juvenile Probation

Department to reduce recidivism rates among juvenile offenders in Southeast Texas. Established in **1997** by **Regina Rogers** and the late **Julie Rogers**, IEA was founded in memory of the late **Ben Rogers** to perpetuate his legacy of **helping young people** achieve **dignity** and **respect** through **knowledge, compassion, understanding and love**. During that same time, **Regina has invested over $4 million of her personal funds and an additional $1.5 million of in-kind contributions**.

IEA focuses on **rehabilitation** by utilizing a variety of approaches with an emphasis on **reducing** the **impact of trauma**. **Every juvenile offender detained at the MRJJC** has an opportunity to benefit from **programming**, which, during normal times, includes **weekly therapy sessions and individual counseling sessions with Annie Bell, LPC, professional mentors, and art therapy** offered within an **institutional setting. These significant supportive efforts** help the youth learn how to alter thoughts and behaviors that lead to a cycle of incarceration and involvement in the adult criminal population.

For the past five years, Regina has personally facilitated a weekly Saturday "You Can Change Your Life" Speaker Series at which more than **150 prominent individuals** from the community have provided **powerful testimonials** that have had a major impact on the youth.

After youth have been detained, and also during pre- and post-adjudication, referrals are made by the Jefferson County Juvenile Probation Department to the **"Ben's Kids" outreach component** that consists of continuing interaction with the youth through **case management**, **counseling**, **academic support** (including **literacy**, and **tutoring sessions**), **one-on-one mentoring**, **youth support groups**, **group counseling**, **art therapy**, **Cops & Kids Mentoring Program**, **community service projects**, **job training** and other **enrichment opportunities**.

From services offered both to detainees and through outreach, IEA empowers juvenile justice-involved youth to **adopt law-abiding lifestyles** by **offering alternatives to criminal behavior** and **increasing access to mental health** and **personal development opportunities**.

Despite the barriers inflicted by the pandemic, IEA (the only organization of its kind in Texas) extended a rescuing hand to more than 140 youth, 48 who were served through outreach in **Ben's Kids**; **92**

others who were in detention and provided **mentoring** and **counseling** at the **MRJJC,** and a third group and their parents (**39**) who participated in the **Parent Project**, a **10-week parenting education** and **support group**. This endeavor, which offers **spring**, **summer** and **fall parenting classes** throughout the **year**, provides **home visits, family nights** and **experiential exercises** to **parents** of juvenile justice-involved youth and **their siblings**, as well as parents of youth who are at-risk of delinquency and who benefit from a supportive network of resources that enable them to strengthen their parenting skills and develop stronger support systems.

For the past **20 years** IEA has hosted more than **600 children** in its annual **Camp Bright Star** summer enrichment camp which focuses on literacy, STEM programming, job training and character enrichment.

In partnership with Jefferson County Juvenile Probation, IEA has facilitated a **Global Youth Service Project** for **12 years**, providing over **400** youth with the opportunity to give back to the community and learn about various issues, including veteran affairs, sex trafficking, homeless population and challenges surrounding drug abuse. This year's project included lessons in Street Law and the importance of civic engagement.

Of the 48 youth who were enrolled in IEA's outreach program for comprehensive services while on juvenile probation, recidivism rates during the past 12 months were low, with 47 of them not being detained at the MRJJC for a new criminal offense and only 3 returning (for a probation violation).

As is apparent, IEA's holistic approach to programming and family support year after year has continually reduced the rate of recidivism and enabled probation officers to work more effectively with the youth.

In an article of a local publication, Juvenile Court **Judge Larry Thorne** stated, "I serve on an advisory board for Texas juvenile probation, am I'm aware of the scarcity of funds for kids that are in trouble or close to being in trouble, and **IEA is the gap filler in our community**. **Their success rate is incredible. There is hardly any recidivism with kids; there is nothing close to that in the state." When IEA receives funds, the organization measures its impact by tracking recidivism rates, the number of youth who successfully complete juvenile probation and the number of**

youth who acquire educational and employment skills; and monitors the character qualities that are strengthened and developed in each child as a result of participation in the programs offered."

IEA Programming Costs

IEA is the only non-profit organization in Southeast Texas whose budget is dedicated to providing a rehabilitative and therapeutic response to address trauma, hardships and disadvantages of juvenile justice-involved youth, as well as those who are at-risk for delinquency.

The resilience demonstrated by youth whose lives have been marked by challenges but were able to triumph over difficult situations, as a result of caring and supportive members of our community who believed in their potential, has been supported largely by opportunities made available from **grants**, **sponsors**, **donated services**, **in-kind contributions**, **volunteers** and **generous funding from Jefferson County**.

IEA has been endorsed by key stakeholders throughout the region, including **Beaumont Police Chief James Singletary**, **Port Arthur Police Chief Tim Duriso** and **Jefferson County Sheriff Zena Stephens**. Each has said:

"One of the most troubling issues we face today is the **increasing number of juveniles who are involved in committing violent crimes**. We are fortunate to have a very successful partnership with IEA and more than **15 officers** dedicated to mentoring youth on probation and in detention through our **Cops & Kids** initiative. These weekly efforts during the year are vital as we focus on helping rehabilitate youth and deter them from committing further criminal acts." - **Beaumont Police Chief James Singletary**

"Several of our PAPD officers and I have been involved with IEA, an organization that is continuing to have a major impact and offers hope for youth who have a lot of challenges. More than a third of the young people they work with are from Port Arthur. We look forward to further collaboration and especially now with additional challenges in our community from COVID-19 to help provide mentoring and other services that will discourage these kids from committing crimes and entering the adult criminal population." – **Port Arthur Police Chief Tim Duriso**

"IEA is a necessary partner for the criminal justice system. The service they provide to our juvenile population gives hope to many who are victims of circumstances beyond their control." - **Sheriff Zena Stephens**

Community Collaborations

IEA continues to sustain its collaborative efforts with community-based partners that offer pro-social and wellness experiences – including those offered by **Recovery Council of Southeast Texas Right Choice Adolescent Treatment Program, Spindletop Center, Catholic Charities, Lamar Institute of Technology (LIT) and Opportunity Now that offer vocational training, Bettina Evans Catering (formerly Bettie Jean's Homestyle Cooking) and Culinary Program**, and the **Beaumont Police Department's Cops & Kids Fitness Center (equipped with a boxing ring and exercise equipment personally provided by Regina and adjacent to the IEA office; the fitness center's monthly mortgage interest and principal of $2,550, including taxes and insurance, is paid for by Regina).**

More than 100 Jefferson County youth on probation have completed community service projects at **The Giving Field** and served as waitstaff at the organization's annual fundraiser. Founder and Director Sharon Begnaud recently stated, "The IEA kids have been an important part to the success of The Giving Field since day one. Their monthly attendance at the garden brings such joy to our program. The kids are always eager to get their hands dirty by digging in the soil to plant, weed, harvest or do whatever is needed to help their community. It is a beautiful thing to witness as the kids work together to help the less fortunate people in our community."

In collaboration with Jefferson County Juvenile Probation, IEA is fortunate to have a strong coalition of partners that recognize the value of its work in transforming the lives of disadvantaged youth.

Summary

IEA is seeking funding from Jefferson County to help provide innovative intervention services for juvenile offenders detained at the MRJJC and those under supervision by the Jefferson County Juvenile Probation Department. **The organization's rehabilitative strategy provides a direct economic benefit to Southeast Texas**, as it helps **reduce recidivism rates** and the

cost of detaining youth for future violations, which often lead to their incarceration as adults.

As a community-based provider for the **Jefferson County Juvenile Mental Health Court Program** and **an intervention option that is highly utilized by Jefferson County Juvenile Probation**, IEA continues to provide services to youth with histories of disappointing and discouraging life experiences and loose or absent connections to community-based support systems (i.e., church, enrichment activities, service organizations, etc.)

Findings from an internal analysis (conducted by the Jefferson County Juvenile Probation Department) for the purpose of assessing the impact of outreach services offered by IEA to juvenile offenders revealed: Of the 229 juvenile offenders served by IEA in outreach over a three-year period, 79% did not have a negative outcome. A total of 17.9% would have been sent to an alternative placement or TYC had IEA not been a resource.

IEA has been able to demonstrate a return on investment from the funding in past years from Jefferson County. In addition to motivating many **youth to achieve a high school diploma** while enrolled in the organization's outreach program, **IEA provides job training opportunities** that equip youth with skills that increase their marketability for employment. **Chef and Caterer Bettina Evans**, who has collaborated with IEA through her culinary arts program, has **personally mentored more than 75 youth**, many of whom have been able to **obtain employment at restaurants following their vocational training**.

A recent example of the life-changing work IEA is doing is the case of a **15-year old male**, D. Williams, who was being sentenced and about to be sent to TJJD until **Regina offered support from IEA. For one year, the young man participated in IEA activities, in which he excelled, and also was provided art lessons personally underwritten by Regina, as he was taught to recognize his own value and encouraged to change his life; he is now off probation and currently not exhibiting any behavior problems.**

With an average of **11 juvenile offenders per year** being kept from placement as a result of IEA's comprehensive services, **taxpayers have been potentially saved at least $188,100 per year**. When factoring the cost of

incarceration for one juvenile offender, there is an additional expense that escalates to nearly **$100,000 or more annually**. Jefferson County Juvenile Probation Department estimated several years ago that **IEA had potentially saved Jefferson County and the State of Texas more than $300,000 annually**, and this number currently is probably **$400,000 or more.**

In sum, an investment of time and resources to support IEA's intervention efforts in the community is far less expensive than the costs associated with their residential placement and incarceration.

In 2017, **the House of Representatives of the 85th Legislature passed a resolution to commemorate the organization's 20th anniversary**. Now in its **23rd** year of leading efforts of youth advocacy and civic action to help young people transform hardships into hope, **IEA is fortunate to have Jefferson County as an unwavering supporter.**

IEA – Inspire, Encourage, Achieve • Project Budget

Budget Item	Description	Amount Attributed to Project Request	Amount Requested from Jefferson County	Amount Funded by Other Sources
Executive Director	Provides leadership and day-to-day oversight of IEA's operations to ensure that service-delivery and administrative tasks of the project are completed within guidelines that are consistent with achieving and/or furthering the organization's mission.	$55,000	$35,000	$20,000
Counseling & Case Management	Counseling and Case Management with transitional services that connect youth to school and community-based resources.	$45,000	$35,000	$10,000
Professional Mentors	Professional Mentors for youth served at the Minnie Rogers Juvenile Justice Center and in Ben's Kids Outreach Program.	$45,000	$30,000	$15,000
Service Coordinators	Two service coordinators (one bilingual) to assist counseling, mentoring and case management staff in providing and coordinating pro-social activities for youth and family support sessions for parents.	$55,000	$35,000	$20,000
Counseling and Consulting Services	Counseling and consulting services provided by licensed professionals. Counselors offer individual and group counseling sessions for youth as well as for parents.	$40,000	$25,000	$15,000
Academic Support	Educational specialist assesses and evaluates academic strengths as well as challenges of youth experiencing difficulties in school; Educational coaches work in collaboration with educational specialists to address foundational learning problems, provide specialized tutoring and facilitate academic motivation experiences that help youth correlate their learning to specific career clusters.	$40,000	$30,000	$10,000

Budget Item	Description	Amount Attributed to Project Request	Amount Requested from Jefferson County	Amount Funded by Other Sources
Development Associate	Works closely with executive director to provide overall leadership, program development, financial administration, fiscal reporting and management of IEA's institutional and outreach programming for juvenile offenders and their families.	$36,000	$15,000	$21,000
Project Supplies	Office supplies and materials associated with service delivery (including uniform shirts for job training)	$20,000	$3,000	$17,000
Transportation	Fuel and mileage associated with assisting youth with accessing community-based resources and support (including counseling and pro-social activities)	$18,000	$12,000	$6,000
Operating Expenses	Expenses associated with IEA's lease, utilities, facility maintenance, business insurance and other related operating costs are projected at approximately $200,000 annually. It is estimated that approximately 20% of the organization's operating expenses will be attributed to this project.	$40,000	$30,000	$10,000
	Total	**$394,000**	**$250,000**	**$144,000**

11:20 AM
04/19/21
Accrual Basis

IEA - Inspire, Encourage, Achieve
Profit & Loss
January through December 2020

	Jan - Dec 20
Income	
4000 · Income Received	
4010 · Donations	
4016 · IHO	2,680.00
4017 · IMO	500.00
4020 · MECHIA Foundation	1,514.62
4010 · Donations - Other	3,105.78
Total 4010 · Donations	7,800.40
Total 4000 · Income Received	7,800.40
4009 · Dividends	1,123.14
4050 · Pledges	
4065 · City of Beaumont	0.00
Total 4050 · Pledges	0.00
4100 · Grants/Foundations	
4188 · Texas Bar Foundation	10,000.00
4187 · Helen Bell Trust	15,000.00
4186 · SETERF	20,000.00
4102 · BASF	2,125.00
4105 · Capital One	5,000.00
4107 · City of Beaumont	20,000.00
4115 · Entergy	2,500.00
4117 · Friedman Foundation	2,500.00
4120 · HEB Grocery Co.	5,000.00
4122 · Hebert Foundation	50,000.00
4126 · Jefferson Cnty Commissioners Co	200,000.00
4128 · Joe Louis International Sports	2,000.00
4130 · Mamie McFaddin Ward Foundation	7,000.00
4131 · Manion Charitable Foundation	7,500.00
4141 · Sempra Grant	15,000.00
4143 · Simpson-Omohundro Foundation	5,000.00
4152 · Maloney Family Foundation	1,500.00
4160 · YMBL	5,000.00
4163 · Domino Family Foundation	2,000.00
4164 · Echo Maintenance	2,000.00
4165 · Exxon Mobil	1,500.00
4167 · Gladys D Bevil Charitable Trust	1,500.00
4172 · Alicia Bonura Memorial Fund	1,000.00
4180 · Save the Children	25,019.00
4184 · Mike & Karen Fuljenz	500.00
4185 · Cheniere Cares Foundation	15,000.00
Total 4100 · Grants/Foundations	423,644.00
4900 · SBA EIDL Advance	10,000.00
Total Income	442,567.54
Gross Profit	442,567.54
Expense	

11:20 AM
04/19/21
Accrual Basis

IEA - Inspire, Encourage, Achieve
Profit & Loss
January through December 2020

	Jan - Dec 20
10000 · Program Services Expenses	0.00
6000 · Administration/General	
6101 · 11th St. Building Expenses	
6105 · Building Maintenance/Supplies	245.84
6110 · Lawn Service/Landscaping	1,375.00
6111 · Lease	
6112 · RKJ	10,710.00
Total 6111 · Lease	10,710.00
6115 · Security	754.25
6118 · Utilities - 11th St.	2,390.93
Total 6101 · 11th St. Building Expenses	15,476.02
6215 · Bank Charge	15.40
6222 · Computer	46.08
6230 · Contract Labor	1,153.86
6239 · Dues, Subscriptions&Publication	172.01
6245 · Equipment, Office	10.43
6300 · Insurance	
6302 · Insurance - Auto	1,340.80
6304 · Insurance - Worker's Comp	2,089.00
6305 · Insurance, Bus	775.70
6308 · Insurance, Health	7,833.04
6309 · Insurance, Property	580.00
Total 6300 · Insurance	12,618.54
6322 · Membership Dues	20.00
6356 · Office Expense	533.56
6387 · Paypal Fee	370.55
6450 · Payroll	
6452 · Administrative Wages	53,201.05
6460 · Payroll Tax Expense	15,686.49
Total 6450 · Payroll	68,887.54
6528 · Printing & Reproduction	412.00
6544 · Professional Fees	2,744.00
6630 · Staff Appreciation/Gifts	42.14
6671 · Storage	1,057.00
6701 · Supplies, Miscellaneous	37.08
6740 · Supplies, Office	71.49
6802 · Telephone	
6803 · Cell Phone	265.49
6802 · Telephone - Other	1,032.78
Total 6802 · Telephone	1,298.27
6804 · Telephone & Internet	159.95
6000 · Administration/General - Other	79.35
Total 6000 · Administration/General	105,205.27
7000 · Ben's Kids Out-Reach Program	
7040 · Acad Support & Educ Resources	600.00

11:20 AM
04/19/21
Accrual Basis

IEA - Inspire, Encourage, Achieve
Profit & Loss
January through December 2020

	Jan - Dec 20
7100 · Auto Fuel	491.51
7105 · Auto Insurance	5,363.20
7111 · Auto Maintenance	65.30
7114 · Auto Other	466.66
7200 · Ben's Kids Insurance	
7204 · Bus. Insurance	4,151.20
Total 7200 · Ben's Kids Insurance	4,151.20
7250 · Building Maintenance BK	447.79
7300 · Camp Bright Star	
7336 · Closing Ceremony	1,225.00
7384 · Program Supplies	2,638.65
Total 7300 · Camp Bright Star	3,863.65
7412 · Client Assistance	7,068.42
7436 · Computer	1,922.18
7438 · Counseling/Consulting	1,085.00
7441 · Contract Labor	4,615.38
7541 · Equipment	41.72
7556 · Food	2,044.06
7562 · Gifts & prizes	220.00
7598 · Lease RKJ (11th St)	42,840.00
7623 · Membership Dues	963.50
7628 · Mentoring	
7638 · Training	150.00
Total 7628 · Mentoring	150.00
7670 · Mileage	3,751.04
7686 · Misc.	77.94
7691 · Office Expense, Supplies	713.10
7710 · Parent Project	
7714 · Food	248.68
7719 · Supplies	1,201.83
7710 · Parent Project - Other	440.00
Total 7710 · Parent Project	1,890.51
7726 · Audio/Video/Photography	1,075.00
7727 · Postage	10.00
7729 · Printing	4,175.18
7734 · Professional Development	14.00
7736 · Professional Fees	10,976.00
7741 · Program Supplies	1,177.96
7828 · Scholarship	2,000.00
7830 · Staff (Ben's Kids)	124,264.47
7852 · Storage	4,228.00
7854 · Supplies	4,869.51
7900 · Telephone	6,090.80
7970 · Utilities (11th St)	5,275.43
Total 7000 · Ben's Kids Out-Reach Program	246,988.51

11:20 AM
04/19/21
Accrual Basis

IEA - Inspire, Encourage, Achieve
Profit & Loss
January through December 2020

	Jan - Dec 20
8000 · Fundraising Expense	
8012 · Fundraising Payroll	144.24
Total 8000 · Fundraising Expense	144.24
9000 · Juvenile Detent. Prg (MRJJC)	
9100 · Computer	35.84
9183 · Counselor	175.00
9400 · J D Insurance	
9410 · Insurance, Bus	262.10
Total 9400 · J D Insurance	262.10
9600 · MRJJC Salaries	23,613.20
9871 · Supplies - misc.	78.87
Total 9000 · Juvenile Detent. Prg (MRJJC)	24,165.01
Total Expense	376,503.03
Net Income	66,064.51

11:23 AM
04/19/21
Accrual Basis

IEA - Inspire, Encourage, Achieve
Balance Sheet
As of December 31, 2020

	Dec 31, 20
ASSETS	
Current Assets	
Checking/Savings	
1010 · Checking	221,506.59
1060 · Petty Cash	200.00
Total Checking/Savings	221,706.59
Accounts Receivable	
1250 · Unconditional Promise To Give	15,059.00
Total Accounts Receivable	15,059.00
Other Current Assets	
1310 · Prepaid Insurance Expense	2,042.33
Total Other Current Assets	2,042.33
Total Current Assets	238,807.92
Fixed Assets	
1500 · Office Equipment - Computers	2,799.96
1510 · Software	7,355.00
1540 · Vehicles	46,347.92
1560 · 11th St Bldg CIP	37,553.54
1570 · 11th St Bldg Equipment	6,911.00
1580 · 11th St. Bldg Improvements	47,992.00
1640 · Office Equipment	14,204.36
1400 · Accumulated Amortization	-7,355.00
1610 · Accumulated Depreciation	-108,750.53
Total Fixed Assets	47,058.25
TOTAL ASSETS	285,866.17
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2010 · Accrued payroll	7,656.35
2090 · SBA PPP Loan	65,800.00
2100 · Payroll Liabilities	93.35
Total Other Current Liabilities	73,549.70
Total Current Liabilities	73,549.70
Total Liabilities	73,549.70
Equity	
3900 · Net Assets w/o Donor Restrictio	146,251.96
Net Income	66,064.51
Total Equity	212,316.47
TOTAL LIABILITIES & EQUITY	285,866.17

11:38 AM
04/20/21
Accrual Basis

IEA - Inspire, Encourage, Achieve
Profit & Loss
January through March 2021

	Jan - Mar 21
Income	
4000 · Income Received	
4010 · Donations	
4017 · IMO	100.00
4010 · Donations - Other	258.49
Total 4010 · Donations	358.49
Total 4000 · Income Received	358.49
4100 · Grants/Foundations	
4189 · Meadows Foundation	50,000.00
4170 · Nell & Terry Morris Foundation	500.00
Total 4100 · Grants/Foundations	50,500.00
Total Income	50,858.49
Gross Profit	50,858.49
Expense	
6000 · Administration/General	
6101 · 11th St. Building Expenses	
6105 · Building Maintenance/Supplies	425.80
6110 · Lawn Service/Landscaping	125.00
6111 · Lease	
6112 · RKJ	3,060.00
Total 6111 · Lease	3,060.00
6115 · Security	105.00
6118 · Utilities - 11th St.	288.78
Total 6101 · 11th St. Building Expenses	4,004.58
6222 · Computer	11.52
6239 · Dues, Subscriptions&Publication	92.50
6300 · Insurance	
6302 · Insurance - Auto	1,425.20
6305 · Insurance, Bus	921.70
6308 · Insurance, Health	529.46
Total 6300 · Insurance	2,876.36
6356 · Office Expense	123.13
6387 · Paypal Fee	60.00
6450 · Payroll	
6452 · Administrative Wages	9,496.28
6460 · Payroll Tax Expense	4,151.15
Total 6450 · Payroll	13,647.43
6528 · Printing & Reproduction	135.00
6630 · Staff Appreciation/Gifts	59.98
6671 · Storage	300.60
6802 · Telephone	292.96
Total 6000 · Administration/General	21,604.06
7000 · Ben's Kids Out-Reach Program	
7100 · Auto Fuel	67.29
7105 · Auto Insurance	5,700.80

11:38 AM
04/20/21
Accrual Basis

IEA - Inspire, Encourage, Achieve
Profit & Loss
January through March 2021

	Jan - Mar 21
7111 · Auto Maintenance	29.95
7200 · Ben's Kids Insurance	
7204 · Bus. Insurance	4,718.35
Total 7200 · Ben's Kids Insurance	4,718.35
7250 · Building Maintenance BK	283.46
7412 · Client Assistance	336.57
7436 · Computer	46.05
7556 · Food	1,602.57
7598 · Lease RKJ (11th St)	12,240.00
7686 · Misc.	38.97
7691 · Office Expense, Supplies	169.06
7729 · Printing	1,271.11
7830 · Staff (Ben's Kids)	22,926.96
7852 · Storage	1,202.40
7854 · Supplies	26.78
7900 · Telephone	1,171.92
7970 · Utilities (11th St)	1,155.18
Total 7000 · Ben's Kids Out-Reach Program	52,987.42
9000 · Juvenile Detent. Prg (MRJJC)	
9080 · Client Assistance	15.90
9100 · Computer	300.00
9257 · Food	117.47
9400 · J D Insurance	
9410 · Insurance, Bus	781.95
Total 9400 · J D Insurance	781.95
9600 · MRJJC Salaries	3,823.46
Total 9000 · Juvenile Detent. Prg (MRJJC)	5,038.78
Total Expense	79,630.26
Net Income	-28,771.77

11:41 AM
04/20/21
Accrual Basis

IEA - Inspire, Encourage, Achieve
Balance Sheet
As of March 31, 2021

	Mar 31, 21
ASSETS	
Current Assets	
Checking/Savings	
1010 · Checking	234,640.76
1060 · Petty Cash	200.00
Total Checking/Savings	234,840.76
Accounts Receivable	
1250 · Unconditional Promise To Give	15,059.00
Total Accounts Receivable	15,059.00
Other Current Assets	
1310 · Prepaid Insurance Expense	2,042.33
Total Other Current Assets	2,042.33
Total Current Assets	251,942.09
Fixed Assets	
1500 · Office Equipment - Computers	2,799.96
1510 · Software	7,355.00
1540 · Vehicles	46,347.92
1560 · 11th St Bldg CIP	37,553.54
1570 · 11th St Bldg Equipment	6,911.00
1580 · 11th St. Bldg Improvements	47,992.00
1640 · Office Equipment	14,204.36
1400 · Accumulated Amortization	-7,355.00
1610 · Accumulated Depreciation	-108,750.53
Total Fixed Assets	47,058.25
TOTAL ASSETS	299,000.34
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2010 · Accrued payroll	7,656.35
2090 · SBA PPP Loan	107,662.50
2100 · Payroll Liabilities	136.79
Total Other Current Liabilities	115,455.64
Total Current Liabilities	115,455.64
Total Liabilities	115,455.64
Equity	
3900 · Net Assets w/o Donor Restrictio	212,316.47
Net Income	-28,771.77
Total Equity	183,544.70
TOTAL LIABILITIES & EQUITY	299,000.34

Department Juvenile Detention Please list all items in order of priority. Use additional pages if necessary.

ACCOUNT 30-84 MINOR EQUIPMENT (List out any equipment under $5,000. Do not list any computers here even if under $5,000. List all computers in 60-02 Computer Equipment under the Capital Outlay section.)

Item Description	Item Cost
2 – Industrial fans @ $410.00 each	$820.00
3 – Office chairs @ $290.00 each	$870.00
10 - Kenwood TK 3360-LAKVP @ $360.00 each	$3,600.00
1 – Ice 20" Floor Machine with PD	$1,157.00
5 – Employee Recognition Plaques @ $50.00 each	$250.00
2 – Employee Recognition Plaques @ $105.00 each	$210.00
Total Requested	$6,907.00

M & D SUPPLY INC **BEAUMONT**
4580 COLLEGE STREET
BEAUMONT, TEXAS 77707
WWW.MDSUPPLY.COM
PHONE: (409) 842-2731
Remit Pmt To: 855 S. 23rd St.
Beaumont, TX 77707

CUST NO: 2816 | JOB NO: 000 | PURCHASE ORDER: | REFERENCE: | TERMS: NET 15TH FOLLOWING | CLERK: RACHELK | DATE / TIME: 5/28/21 6:57

SOLD TO:
JEFFERSON COUNTY COURT HOUSE
AUDITORS OFFICE-ACCTS PYBLE
1149 PEARL STREET, 7TH FLOOR
BEAUMONT TX 77701-3619

SHIP TO:

TERMINAL: 561
EXP. DATE: 5/29/21

SALESPERSON: IS INSIDE SALES
TAX: 001 BEAUMONT

ESTIMATE: 471912/1

LINE	SHIPPED	ORDERED	UM	SKU	DESCRIPTION	LOCATION	UNITS	PRICE/ PER	EXTENSION
1		2	EA	112-8842	MAXX AIR 42" BARREL FAN	SEASN	2	409.99 /EA	819.98 N
2		1	EA	RK	THANKS FOR YOUR BUSINESS	I-N-K	1	/EA	*N

(DENNIS)

TAXABLE	0.00
NON-TAXABLE	819.98
SUBTOTAL	819.98
TAX AMOUNT	0.00
TOTAL	**819.98**

TOT WT: 0.00

X _____
Received By

1.800.463.3768

Shopping Cart

Delivery based on 77701

Your pickup store:
3875 STAGG DRIVE BETWEEN I-10 & 11TH ST BEAUMONT, TX 77701 Change



Thomasville® Edinger Big And Tall Bonded Leather High-Back Chair, Brown/Dark Brown
Item # 3868754

○ **Delivery**
Estimated delivery 1-3 business days

○ **Store Pickup Save 5%**
Not Available at your selected store
Out of Stock
Change Store

3 $289.99 / each
$869.97

Feedback

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Details

☐ 2-Year Protection Plan | $7.99

Add a $1 donation to strengthen the community



Support minority entrepreneurs and small business owners by making a donation to **Elevate Together** powered by **Round it Up America®**.
Learn more

Add to Cart

United Communications Inc.
5615 College St. / Beaumont, TX 77707
Phone - (409) 842-3790 / Fax – (409) 842-1991
Lindasterling1@yahoo.com

May 21, 2021

Jefferson County Juvenile
Hwy. 69 South
Beaumont, Texas

Attn: Dennis Copeland

Dear Dennis

This is the pricing, which you requested, for the Kenwood TK-3360 UHF Portable Radios.

	Each	Total
10 – Kenwood TK-3360-LAKVP UHF Portable Radio w/ Antenna, Battery, Belt Clips, Desk Chargers and Programming.	$360.00	$3600.00
Total Purchase Price		**$3600.00**

If you have any questions about this quote, or any other type of Mobile Communication needs, Please don't hesitate to give me a call.

Thanks,

Linda Sterling

PO BOX 5408
BEAUMONT, TX 77726-5408
Telephone: 409-866-2305
Fax: 409-866-8959

Sanitary Supply Co.
JANITOR SUPPLIES & EQUIPMENT

QUOTE VALID FOR 30 DAYS

QUOTE

QUOTE NO.	QUOTE DATE	CUST NO.
10020	05/27/21	92900

SOLD TO
92900
JEFFERSON COUNTY COURTHOUSE
AUDITING DEPARTMENT
1149 PEARL STREET 7TH FLOOR
BEAUMONT, TX 77701

SHIP TO
MINNIE ROGERS
5326 HIGHWAY 69
JUVENILE PROBATION
BEAUMONT, TX 77705

SPECIAL INSTRUCTIONS	CONTACT	SHIP VIA	TERMS
		OUR TRUCK	NET 30

LINE	QUOTED	PRODUCT CODE	DESCRIPTION	UNIT	UNIT PRICE	EXTENDED PRICE
1	1	1600020	ICE 20" FLOOR MACHINE W/PD iP20	EA	1156.5600 EA	1156.56

TOTAL QUANTITY	1

NO RETURN OF GOODS ACCEPTED WITHOUT WRITTEN AUTHORIZATION.

SUBTOTAL	1156.56
FRGT/MISC	0.00
TAX	0.00
QUOTE TOTAL	1156.56

WE APPRECIATE YOUR BUSINESS AND LOOK FORWARD TO PROVIDING THE CARE AND SERVICE YOU DESERVE.

BEST REGARDS,
WILL CELLI

Department Juvenile Detention Please list all items in order of priority. Use additional pages if necessary.

CAPITAL OUTLAY (List any equipment over $5,000 plus all computers. Please indicate whether the equipment is a new item or will be a replacement for old equipment. Commissioners' Court will closely scrutinize any Capital Outlay requests, so please provide full written justification for each item requested.)

Item Description	Item Cost
Total Requested	0

625

TRAVELERS

Travelers Casualty and Surety Company of America
Hartford, CT 06183

PUBLIC OFFICIAL BOND - FOR DEFINITE TERM

BOND NO. 107462482

KNOW ALL MEN BY THESE PRESENTS, That we **Harold Lee Doucet, Jr.** of **5172 Cambridge St., PORT ARTHUR, TX 77640**, as Principal, and **Travelers Casualty and Surety Company of America**, a corporation of **CT**, as Surety are held and firmly bound unto **State of Texas, Office of Governor** in the penal sum of **One Thousand Five Hundred** (**$1,500.00**) Dollars, lawful money of the United States of America, for the payment of which well and truly to be made, said principal binds himself/herself, his/her heirs, executors, administrators and assigns, and said Surety binds itself, its successors and assigns, jointly and severally, firmly by these presents.

SEALED and dated this **24** day of **June**, **2021**.

WHEREAS, the said principal has been ☐ elected or ☒ appointed to the office of: **Constable, Pct. 8** for a definite term beginning **June 22, 2021** and ending **December 31, 2024** and is required to furnish a bond for the faithful performance of the duties of the said office or position.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION is such that if the above bounden Principal shall (except as hereinafter provided) faithfully perform the duties of his/her said office or position during the said term, and shall pay over to the persons authorized by law to receive the same all moneys that may come into his/her hands during the said term without fraud or delay, and at the expiration of said term, or in case of his/her resignation or removal from office, shall turn over to his/her successor all records and property which have come into his/her hands, then this obligation to be null and void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that the above named Surety shall not be liable hereunder for any loss of any public fund resulting from the insolvency of any bank or banks in which said funds are deposited; and, if this provision shall be held void, this entire bond shall be void.

AND PROVIDED FURTHER, that the Surety may cancel bond at any time during the said term by giving to the obligee a written notice of its desire so to cancel and at the expiration of thirty (30) days from the receipt of such notice by the obligee the surety shall be completely released as to all liability thereafter accruing. If this provision shall be held void, this entire bond shall be void.

WITNESS:

Harold Lee Doucet, Jr.

(Seal)
(Principal)

Travelers Casualty and Surety Company of America

By: Maria D Zuniga

Maria D Zuniga Attorney-in-Fact

S-2232-1 (4/17)

Producer Name
(Required in Arizona Only)

626

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
Farmington Casualty Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Maria D Zuniga**, of **HOUSTON**, **TX**, their true and lawful Attorney(s)-in-Fact, to sign, execute, seal and acknowledge the following bond:

Surety Bond No.: 107462482 **Principal: Harold Lee Doucet, Jr.**

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this **21st** day of **April, 2021.**

State of Connecticut

By: _____
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 24 day of June, 2021.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

UPS CampusShip: View/Print Label

1. **Ensure there are no other shipping or tracking labels attached to your package.** Select the Print button on the print dialog box that appears. Note: If your browser does not support this function select Print from the File menu to print the label.

2. **Fold the printed label at the solid line below.** Place the label in a UPS Shipping Pouch. If you do not have a pouch, affix the folded label using clear plastic shipping tape over the entire label.

3. **GETTING YOUR SHIPMENT TO UPS**
   Customers with a Daily Pickup
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   Schedule a same day or future day Pickup to have a UPS driver pickup all your CampusShip packages.
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HOUSTON ,TX 77055

FOLD HERE



Special, June 29, 2021

There being no further business to come before the Court at this time, same is now here adjourned on this date, June 29, 2021