

*Notice of Meeting and Agenda and Minutes*  
*August 03, 2021*

**SPECIAL, 8/3/2021 10:30:00 AM**

BE IT REMEMBERED that on August 03, 2021, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Vernon Pierce, Commissioner Pct. No. 1

Commissioner Darrell Bush, Commissioner Pct. No. 2

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

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

Honorable Zena Stephens, Sheriff (ABSENT)

Major Donta Miller

Honorable Theresa Goodness , County Clerk (ABSENT) -

Jes Prince, Chief Deputy County Clerk

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

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**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**  
**August 03, 2021**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **03rd day of August 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:

8:30 a.m.- WORKSHOP- To receive information from Mr. Sharpless and Mrs. Jeanis regarding the Steepmeadow MS 365 program.

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](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: Darrell Bush, Commissioner, Precinct Two**

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

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**PURCHASING:**

1. Consider and approve specifications for Invitation for Bid (IFB 21-046/YS) Term Contract for Jefferson County Sheriff's Department Law Enforcement and Corrections Equipment and Uniforms.

**SEE ATTACHMENTS ON PAGES 10 - 77**

**Motion by: Commissioner Bush**

**Second by: Commissioner Pierce**

**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Alfred**

**Action: APPROVED**

2. Consider and approve specifications for Invitation for Bid (IFB 21-052/JW) Airfield Marking Rehabilitation 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; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326.

**SEE ATTACHMENTS ON PAGES 78 - 78**

**Motion by: Commissioner Bush**

**Second by: Commissioner Pierce**

**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Alfred**

**Action: APPROVED**

3. Consider and approve specifications for Request for Proposals (RFP 21-050/DC) Grant Administration for American Rescue Plan Act 2021; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act, and 2 CFR Sections 200.318 – 326.

**SEE ATTACHMENTS ON PAGES 79 - 137**

**Motion by: Commissioner Bush**

**Second by: Commissioner Pierce**

**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Alfred**

**Action: APPROVED**

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4. Execute, receive and file Lease Agreements for Request for Proposals (RFP 21-027/YS) Lease of Properties Acquired as a Result of Buy Out with Otto S. Phillips and William D. Stratton.

**SEE ATTACHMENTS ON PAGES 138 - 144**

**Motion by: Commissioner Bush**

**Second by: Commissioner Pierce**

**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Alfred**

**Action: APPROVED**

5. Execute, receive and file Amendment No. 2 (two) to contract (RFP 16-010/YS) Lease of Properties Acquired as a Result of Buy Out to transfer lease of property (Item 98, Property ID 75) from Bruce and Jacqueline Bundick to Justin Meyers.

**SEE ATTACHMENTS ON PAGES 145 - 148**

**Motion by: Commissioner Bush**

**Second by: Commissioner Pierce**

**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Alfred**

**Action: APPROVED**

6. Consider and approve, execute, receive and file Amendment No. 4 (four) to contract (RFP 18-034/YS), Janitorial Services for Jefferson County with Southeast Texas Building Service, Inc. This amendment will add additional sanitation service for Tax Office – Beaumont for \$530.00 per week. Service will be at 9:30 am, 11:30 am, 1:30 pm, and 3:30 pm, Monday through Friday, on a week to week basis. This additional service was requested in response to Covid 19.

**SEE ATTACHMENTS ON PAGES 149 - 149**

**Motion by: Commissioner Bush**

**Second by: Commissioner Pierce**

**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Alfred**

**Action: APPROVED**

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7. Consider and approve a contract renewal for (IFB 19-034/YS) Term Contract for Herbicides for Jack Brooks Regional Airport with Morning Star Industries and Red River Specialties for a second one (1) year renewal from August 17, 2021 through August 16, 2022.

**Motion by: Commissioner Bush**

**Second by: Commissioner Pierce**

**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Alfred**

**Action: APPROVED**

8. Consider and approve a contract extension for (RFP 13-028/JW) Inmate Telephone Service for Jefferson County with Global\*Tel Link Corporation for an additional 90 days to expire November 2, 2021.

**Motion by: Commissioner Bush**

**Second by: Commissioner Pierce**

**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Alfred**

**Action: APPROVED**

**COUNTY AUDITOR:**

9. Consider and approve budget transfer - Dispute Resolution Center - purchase 3 computers and 1 laptop.

120-2060-412-6002	COMPUTER EQUIPMENT	\$5,539.00	
120-2060-412-5067	ANNUAL MEETING EXPENSE		\$3,230.00
120-2060-412-5062	TRAVEL EXPENSE		\$2,309.00

**SEE ATTACHMENTS ON PAGES 150 - 160**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Pierce**

**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Alfred**

**Action: APPROVED**

10. Consider and approve budget transfer - Constable Pct. 8 - purchase of 3 vests.

120-3072-425-3084	MINOR EQUIPMENT	\$2,388.00	
120-3072-425-4011	EQUIPMENT- MISCELLANEOUS		\$1,000.00
120-3072-425-4052	POSTAGE		\$500.00
120-3072-425-5062	TRAVEL EXPENSE		\$888.00

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**SEE ATTACHMENTS ON PAGES 161 - 162**

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

11. Regular County Bills - check #484995 through check #485191.

**SEE ATTACHMENTS ON PAGES 163 - 172**

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

## **ADDENDUMS**

12. Consider and possibly approve applying for Emergency Rental Assistance Program # 2

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

## **COUNTY COMMISSIONERS:**

13. Consider, possibly approve, receive and file the Audit and Management Letter for Jefferson Emergency Services District No. 1 pursuant to Texas Health & Safety Code Sec. 775.082.

**SEE ATTACHMENTS ON PAGES 173 - 198**

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

14. Consider appointing Allan Ritter as the Jefferson County board member to the Gulf Coast Protection District.

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

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15. Consider authorizing the County Judge to execute an Interlocal agreement between Jefferson County and the cities of Beaumont and Port Arthur relating to sharing of Byrne Justice Assistance Grant Funding.

**SEE ATTACHMENTS ON PAGES 199 - 206**

**Motion by: Commissioner Bush**

**Second by: Commissioner Alfred**

**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Alfred**

**Action: APPROVED**

**CRIME LAB:**

16. Consider and possibly approve out of state travel for Tiffany Aardahl and Marsha Cox of the Crime Lab to attend the CLIC Annual Training Seminar in Nashville, TN; September 7th – 10th, 2021. Travel is funded by the Coverdell Forensic Science grant received by the laboratory.

**SEE ATTACHMENTS ON PAGES 207 - 207**

**Motion by: Commissioner Pierce**

**Second by: Commissioner Alfred**

**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Alfred**

**Action: APPROVED**

**SHERIFF'S DEPARTMENT:**

17. Please consider and approve authorizing the County Judge to execute an interlocal agreement with South East Texas Regional Planning Commission 9-1-1 Emergency Network. This agreement meets the State of Texas requirements and is a two-year renewal of the current interlocal with no changes. The term of this agreement is September 1, 2021 through August 31, 2023. This agreement enhances our regional 9-1-1 telecommunications throughout Jefferson, Hardin and Orange Counties.

**SEE ATTACHMENTS ON PAGES 208 - 230**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Pierce**

**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Alfred**

**Action: APPROVED**

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**Jeff R. Branick**  
**County Judge**



# JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah L. Clark, Purchasing Agent*

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

## LEGAL NOTICE

### Advertisement for Invitation for Bids

August 3, 2021

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for **Term Contract for Jefferson County Sheriff's Department Law Enforcement and Corrections Equipment and Uniforms**. 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 three (3) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

**BID NAME:** **Term Contract for Jefferson County Sheriff's Department Law Enforcement and Corrections Equipment and Uniforms**

**BID NO:** **IFB 21-046/YS**

**DUE DATE/TIME:** **11:00 AM CT, Wednesday, September 1, 2021**

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

Any questions relating to these requirements should be directed to Yea-Mei Sauer, Contract Specialist, [ysauer@co.jefferson.tx.us](mailto: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.**

A handwritten signature of Deborah L. Clark in black ink, with a faint watermark of the Jefferson County Seal visible behind it.

Deborah L. Clark, Purchasing Agent  
Jefferson County, Texas.

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**Bid Submissions:**

**Bidder is responsible for submitting: One (1) original and three (3) bid copies; with all copies to include a completed copy of this specifications packet, in its entirety.**

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

## Instructions to Bidders

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### 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, 1<sup>st</sup> Floor  
Beaumont, TX 7701

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

**Bidder is responsible for submitting:**

- **One (1) Original Bid Copy and (3) Numbered Bid Copies; with all copies to include a completed copy of this specifications packet, in its entirety.**

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

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

**DEADLINE FOR QUESTIONS:**

**The deadline for asking questions in writing or requesting additional information (in writing or in person) is 5:00 pm, August 18, 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:**

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

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

### 1. Bidding

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **1.20 Confidential/Proprietary Information**

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

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

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

## 2. Performance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 3. Purchase Orders and Payment

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

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

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

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## 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 to 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](http://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 and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by 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 three (3) numbered bid copies; with all copies to include a completed copy of this specifications packet, in its entirety.**

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

All bids shall be tightly sealed in an opaque envelope or box and plainly marked "SEALED BID."

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

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

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

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

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

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

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

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

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

### 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](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, 7<sup>th</sup> 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:**

<b>Public Liability, including Products &amp; Completed Operations</b>	<b>\$1,000,000</b>
<b>Excess Liability</b>	<b>\$1,000,000</b>

### **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

<b>Workers' Compensation</b>	<b>Statutory Coverage (See Section 9 Below)</b>
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## 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

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The following requirements and specifications **supersede** General Requirements where applicable. Contact Yea-Mei Sauer, Contract Specialist, [ysauer@co.jefferson.tx.us](mailto:ysauer@co.jefferson.tx.us), regarding any questions or comments. Please reference bid number IFB 21-046/YS.

**Item #1 – Elbeco Textrop2 Women’s Long Sleeve, mfg# 2049 1, or equal (must be approved by Jefferson County).**

Description: Dark navy, 5-5.5 oz; 100% polyester tropical weave; nano moisture-wicking technology; new dual flex underarm mesh vents provide body heat ventilation and increased range of motion; chest pockets with dual access top and side utility compartments with hook and loop closure for easy access and quick storage; dual comm wire access openings in side seams to keep wires out of the way and invisible; ladies choice design includes expanded chest and waist dimensions for a flattering fit, armhole and sleeves shaped for a more comfortable fit and graded body length for less bulk; machine washable; sizes: 28 30 32 34 36 38 40 42 44 46 48 50 52.

**Item #2 – Elbeco Textrop2 Men’s Long Sleeve Zippered Shirt, mfg# 313 00, or equal (must be approved by Jefferson County).**

Description: Dark navy, 5-5.5 oz, 100% polyester tropical weave; nano moisture-wicking technology; new dual flex underarm mesh vent provides body heat ventilation and increased range of motion; chest pockets with dual access top and side utility compartments with hook and loop closure for easy access and quick storage; dual comm wire access openings in side seams to keep wires out of the way and invisible; false-button front placket with hidden zipper; machine washable; sizes: 14 14.5 15 15.5 16 16.5 17 17.5 18 18.5 19 20 22 24; length: 32 33 34 35 37 38 39

**Item #3 - Elbeco Textrop2 Four (4)-Pocket Trousers, mfg# E320RN, or equal (must be approved by Jefferson County).**

Description: Dark navy; 7 oz, 100% polyester stretch textured serge weave; nano moisture-wicking technology; new men's Essential Fit pattern waistband with a lower rise, wider leg and front rise with a slight slope; covert flex waistband with new refined curtain provides 2" stretch while supporting a duty belt; zipper and double hook and eye with gun barrel finish; triple stitched crotch prevents seam failure; front and back permanent creases; machine washable; sizes: 28 29 30 31 32 33 34 35 36 37 38 40 42 44 46 48 50 52 54 56 58 60 62 64.

**Item #4 – Elbeco Textrop2 Women’s Long Sleeve shirt, mfg# 2049 1, or equal (must be approved by Jefferson County).**

Description: Dark navy; 5-5.5 oz, 100% polyester tropical weave; nano moisture-wicking technology; new dual flex underarm mesh vents provide body heat ventilation and increased range of motion; chest pockets with dual access top and side utility compartments with hook and loop closure for easy access and quick storage; dual comm wire access openings in side seams to keep wires out of the way and invisible; ladies choice design includes expanded chest and waist dimensions for a flattering fit, armhole and sleeves shaped for a more comfortable fit and graded body length for less bulk; machine washable; sizes: 28 30 32 34 36 38 40 42 44 46 48 50 52.

**Item #5 – Elbeco Textrop2 Women’s Four (4)-Pocket Trousers, mfg# E9314LC, or equal (must be approved by Jefferson County).**

Description: Dark navy; 7 oz, 100% polyester stretch textured serge weave; nano moisture-wicking technology; covert flex waistband with new refined curtain provides 2" stretch while supporting a duty belt; zipper and double hook and eye with gun barrel finish; triple stitched crotch prevents seam failure; front and back permanent creases; machine washable; sizes: 2 4 6 8 10 12 14 16 18 20 22 24 26 28 30 32 34 36.

**Item #6 - Galls water-resistant duty jacket, mfg# JA477, or equal (must be approved by Jefferson County).**

Description: Black; nylon shell with removable liner; water resistant; two double-entry pockets with hook-and-loop closures and a pocket inside; elastic back waistband with side zippers to access weapons; removable hood; adjustable hook-and-loop closure cuffs; decorative gold-tone buttons on pockets and epaulets for a professional touch; badge tab; machine wash and dry; imported; sizes: small, medium, large, Xlarge, 2X, 3X, 4X, 5X, 6X, 7X.

**Item#7 - Liberty Lined Windbreaker, mfg# 560, or equal (must be approved by Jefferson County).**

Description: Black; fully lined with brushed tricot; sizes: small, medium, large, Xlarge, 2X, 3X, 4X, 5X, 6X

- Wind and water resistant
- Oversized pattern for a generous fit
- 30' average length
- Set-in sleeves with top stitching
- Six snap front closure
- Elasticized cuffs

- Two slash welt pockets
- Bartacks at pocket corners
- Drawcord at hem

**Item #8 - Liberty Uniforms Reversible Ansi 3 Hi Viz Raincoat, with logo, mfg# 586MFL, or equal (must be approved by Jefferson County).**

Description: Black/Lime Green; ANSI 3 compliant; waterproof; reversible black to fluorescent yellow; removable hood with visor and draw cord with cord locks; slash, "pass through" pockets on each side; reflective tape: upper chest, lower body, upper arm, lower arm, over shoulder; badge eyelets both sides; 49" average length.

**Item #9 - Neese 48" PVC Vinyl Raincoat-Solid, no logo, mfg# 1650C, or equal (must be approved by Jefferson County).**

Color: Black

PRODUCT SPECS

Waterproof vinyl outer with sealed seams

Snap front and sleeve closure

Side slash pockets

Stand-up collar

Detachable, snap-on hood

Ventilated back and underarms

Non-corrosive snaps

Machine wash, hang dry

Imported

Sizes: SMALL MEDIUM LARGE EXTRA-LARGE 2X 3X 4X 5X 6X

**Item #10 - Propper I.C.E Performance Polo Shirt-Short Sleeve Men (mfg# F534172) and Women's (mfg# F53277), or equal (must be approved by Jefferson County).**

Color: Navy and Cobalt Blue

Description: Navy and Cobalt Blue Polo Shirts with Correction's logo on left chest

PRODUCT SPECS

94% polyester, 6% spandex

Advanced wicking fabric pulls moisture away from the body and dries quickly to keep you cool and comfortable

PROPPER I.C.E.™ (Integrated Cooling Effect) technology

Fade, shrink and wrinkle resistant

Low profile appearance for use both on and off duty

Gusseted, mesh underarm increases ventilation and range of motion

Hidden buttons under collar for professional or casual look

Two-channel pen pockets on the left sleeve

Longer tail in back to keep shirt tucked in

Mic clips on both shoulders and sunglass clip under placket

Sizes: EXTRA-SMALL SMALL MEDIUM LARGE EXTRA-LARGE 2X 3X 4X 5X 6X 7X 8X

**Item #11 - Propper I.C.E Performance Polo Shirt-Long Sleeve Men (mfg# F5315) and Women's (mfg# F535772001), or equal (must be approved by Jefferson County).**

Color: Navy and Cobalt Blue

Description: Navy and Cobalt Blue Polo Shirts with Correction's logo on left chest

PRODUCT SPECS

94% polyester, 6% spandex

Advanced wicking fabric pulls moisture away from the body and dries quickly to keep you cool and comfortable

PROPPER I.C.E.™ (Integrated Cooling Effect) technology

Fade, shrink and wrinkle resistant

Low profile appearance for use both on and off duty

Gusseted, mesh underarm increases ventilation and range of motion

Hidden buttons under collar for professional or casual look

Two-channel pen pockets on the left sleeve

Longer tail in back to keep shirt tucked in

Mic clips on both shoulders and sunglass clip under placket

Sizes: EXTRA-SMALL SMALL MEDIUM LARGE EXTRA-LARGE 2X 3X 4X 5X 6X 7X 8X

**Item #12 - Dutyman Garrison Belt, or equal (must be approved by Jefferson County).**

Description: Genuine leather belt, made to government specs; black with chrome buckle.

**Item #13 - Kevlar Gloves Damascus DSX-100 Elite Tactical OPS Gloves, or equal (must be approved by Jefferson County).**

Description: Damascus DSX-100 Elite Tactical OPS Gloves with Kevlar/leather composition, flame retardant, protection Kevlar cut resistant protection, sizes: small, medium, large, and x-large.

**Item #14 - Name Badge, Blackinton Nameplate 2" x 3/8", item J2, or equal (must be approved by Jefferson County).**

Finish: Silver and Gold option

**Item #15 - Cuff Case-Safariland Model 190, Closed Top Cuff Case, or equal (must be approved by Jefferson County).**

Description: Plain black brass fastener handcuff pouch with top flap for 2.25" duty belt.

**Item #16 - Handcuffs, Nickel-Peerless Model 700, or equal (must be approved by Jefferson County).**

Weight: 10 oz.

Material/Finish: Carbon Steel/ Nickel

Minimum Opening: 51 mm / 2 inches

Minimum Inside Perimeter: 150 mm / 5.9 inches

Maximum Inside Perimeter: 211 mm / 8.3 inches

Maximum Overall Length: 236 mm / 9.3 inches

**Item #17 - Color-Plated Handcuffs - Peerless Model 750 or equal (must be approved by Jefferson County).**

Description: Handcuffs and chain are entirely plated with the electrolytic polyurethane process. Colors: blue, orange, pink, red, yellow.

**Item #18 - Leg Irons, Standard-Smith & Wesson 1900 or equal (must be approved by Jefferson County).**

Description: Stainless plated slot lock, double lock capability.

**Item#19 - One-Man Restraint**

Description: One-man restraint chain for standard handcuffs greatly restricts movement. Designed for standard handcuffs. Chain is 54" long and comes with a clip to attach any unused portion to the utilized portion. Brass cuff holder permits the restraint of a prisoner by utilizing the officer's own handcuffs.

**Item #20 - Law Pro Premium Watch Cap, mfg# 425-6636, or equal (must be approved by Jefferson County).**

Color: Black

PRODUCT SPECS

100% acrylic construction

Durable ribbed pattern fabric for added warmth and long-lasting shape retention

One size fits all

**Item #21 - Propper Tactical Duty Belt, mfg# F560375001, or equal (must be approved by Jefferson County).**

Color: Black

PRODUCT SPECS

AR 670-1 Compliant- Coyote Color available

Security friendly non-metal buckle

Durable 1.5" single layer nylon webbing

Sizes: 28" - 30", 32" - 34", 36" - 38", 40" - 42", 44" - 46", 48" - 50", 52" - 54", 56" - 58", 60"-62", 64"-66"

**Item #22 - Blauer stretch adjustable cap, mfg# 182-1, or equal (must be approved by Jefferson County).**

Color: Dark Navy

Size: Regular and OS

**Item #23 - Blauer stretch Fitted Cap, mfg# 182, or equal (must be approved by Jefferson County).**

Color: Dark Navy

Size: Regular

PRODUCT SPECS

Fade-resistant polyester blend with stretch

Stretch sweatband and fabric conform to shape of head

Terrycloth band in forehead wicks away sweat

Six-panel structured design for contemporary fit

**Item #24 - Law Pro 1/2" S.O. Collar Pins, or equal (must be approved by Jefferson County).**

Meticulously crafted from top-quality brass

Sold in Pairs

Size: 1-1/8"W x 1/2"H

Finish: Nickel (Mfg#QM4321N) and Gold (Mfg# QM4321G)

**Item #25 - 5.11 TACTICAL TACLITE PRO PANTS, mfg# 74273, or equal (must be approved by Jefferson County).**

Color: Charcoal

## PRODUCT SPECS

6.14 oz ripstop, 65% polyester/35% cotton fabric

Fade and wrinkle-resistant

Expandable Waist

Teflon finish repels moisture, stains and dirt

Patented straps and trademark slash pockets

Welded pocket added to right side, parallel to magazine pocket

YKK zipper &amp; Prym snaps

Diamond gusset added to the crotch for outstanding durability and flexibility

Double thick seat and knees

Machine wash and dry

Imported

Size: 28 30 32 34 36 38 40 42 44 46 48 50 52 54

Inseam: PRE-HEMMED SIZES

30 32 34 36 40 UNHEMMED

**Item #26 - 5.11 TACTICAL TACLITE PRO WOMEN'S RIPSTOP PANTS, mfg# 64360, or equal (must be approved by Jefferson County).**

Color: Charcoal

## PRODUCT SPECS

6.14 oz, ripstop 65% polyester, 35% cotton fabric

Fade and wrinkle resistant

Teflon® finish repels moisture, stains and dirt

Seven pockets, including strap-and-slash pockets

Welded pocket added to right side, parallel to magazine pocket

Hip-mounted D-ring

Action waistband

Fully gusseted crotch

Double-reinforced seat and knees (kneepad ready)

Bartacking at major seams and stress points

Triple-stitched construction

YKK® zipper

Prym® snaps

Machine wash and dry

Imported

Sizes: 2 4 6 8 10 12 14 16 18 20

Inseam: REGULAR INSEAM 31" or LONG INSEAM 35"

**Item #27 - TRU-SPEC 24-7 SERIES ORIGINAL TACTICAL PANTS, mfg# 1062082, or equal (must be approved by Jefferson County).**

Color: Charcoal

## PRODUCT SPECS

6.5 oz, 65% polyester, 35% cotton ripstop fabric

Comfort-fit slider waistband

Engineered dimensional fit

Teflon® coated to protect against stains

Machine wash and dry

Imported

Extra-deep front pockets

2 knife/accessory pockets

Expandable back pockets with hook-and-loop closure

2 cargo pockets with hook-and-loop closure and bellowed side gussets that contain 2 internal magazine compartments

Cell phone/magazine pocket on outside of cargo pockets

Double-reinforced knee with built-in (inside) kneepad pockets  
 TRU-SPEC® original PRYM snap with brass YKK® zipper  
 1½" belt loops with 2½" wide openings  
 Size: 28 30 32 34 36 38 40 42 44 46 48 50 52 54  
 Inseam: 28 29 30 32 34 UNHEMMED

**Item #28 - TRU-SPEC WOMEN'S 24-7 SERIES ORIGINAL TACTICAL PANTS, or equal (must be approved by Jefferson County).**

Color: Charcoal  
 PRODUCT SPECS  
 6.5 oz, 65% polyester, 35% cotton ripstop fabric  
 Teflon® coated to protect against stains  
 Comfort fit slider waistband  
 2 cargo pockets with 2 mag pockets in each  
 External cellphone/mag pocket on each side  
 2 front slash pockets  
 4 expandable rear pockets  
 Knife /accessory pocket on each side  
 YKK® brass zipper  
 Reinforced knee with kneepad pockets  
 TRU-SPEC original Prym Snaps  
 Machine wash and dry  
 Imported  
 Sizes: 0 2 4 6 8 10 12 14 16 18 20 22 24  
 Inseam: PRE-HEMMED SIZES  
 30 31 32 33 34 UNHEMMED

**Item #29 - 5.11 TACTICAL 5-IN-1 JACKET, mfg# 48017, or equal (must be approved by Jefferson County).**

Color: Black and Dark Navy  
 PRODUCT SPECS  
 Two-layer waterproof and breathable fabric with 100% patrol shell  
 Removable fleece inner jacket with zip-off sleeves  
 Hidden chest document pockets on shell and liner  
 Back-Up Belt System™ compatible lining  
 Side zippers for ventilation and access to sidearm  
 Hook and loop fastener storm cuffs  
 Mic clips at shoulders  
 Roll-up and removable hood  
 High-performance waterproof and breathable patrol shell  
 Roomy cut for full range of motion  
 Elasticized waist  
 YKK® zippers  
 Prym® snaps  
 Removable, customizable ID panels on chest and back for department identification  
 Front ID panel is 5"W x 5½"L, ready for customization  
 Rear ID panel is 12½"W x 9"L, ready for customization  
 Machine wash and dry  
 Imported  
 Size: EXTRA-SMALL, SMALL, MEDIUM, MEDIUM LONG, LARGE, LARGE LONG, EXTRA-LARGE, EXTRA LARGE LONG, 2X, 2X LONG, 3X, 3X Long, 4X

**Item #30 - Polo Shirt**

**A: Propper I.C.E Performance Polo Shirt-Long Sleeve Men (mfg# F5315) and Women's (mfg# F535772001)**

Color: Navy, Cobalt Blue, Black, LAPD Navy, Red, Charcoal, Dark Green, Gray, Silver Tan, White, light blue  
 Description: Navy, Cobalt Blue, Black, LAPD Navy, Red, Charcoal, Dark Green, Gray, Silver Tan, White, light blue Polo Shirts with JC Sheriff's logo on left chest

PRODUCT SPECS

94% polyester, 6% spandex

Advanced wicking fabric pulls moisture away from the body and dries quickly to keep you cool and comfortable  
 PROPPER I.C.E.™ (Integrated Cooling Effect) technology

Fade, shrink and wrinkle resistant

Low profile appearance for use both on and off duty

Gusseted, mesh underarm increases ventilation and range of motion

Hidden buttons under collar for professional or casual look

Two-channel pen pockets on the left sleeve

Longer tail in back to keep shirt tucked in

Mic clips on both shoulders and sunglass clip under placket

Sizes: EXTRA-SMALL SMALL MEDIUM LARGE EXTRA-LARGE 2X 3X 4X 5X 6X 7X 8X

**B: Propper I.C.E Performance Polo Shirt-Short Sleeve Men (mfg# F534172) and Women's (mfg# F53277)**

Color: Navy, Cobalt Blue, Black, LAPD Navy, Red, Charcoal, Dark Green, Gray, Silver Tan, White, light blue, burgundy

Description: Navy, Cobalt Blue, Black, LAPD Navy, Red, Charcoal, Dark Green, Gray, Silver Tan, White, light blue, burgundy with JC Sheriff's logo on left chest

**PRODUCT SPECS**

94% polyester, 6% spandex

Advanced wicking fabric pulls moisture away from the body and dries quickly to keep you cool and comfortable

PROPPER I.C.E.™ (Integrated Cooling Effect) technology

Fade, shrink and wrinkle resistant

Low profile appearance for use both on and off duty

Gusseted, mesh underarm increases ventilation and range of motion

Hidden buttons under collar for professional or casual look

Two-channel pen pockets on the left sleeve

Longer tail in back to keep shirt tucked in

Mic clips on both shoulders and sunglass clip under placket

Sizes: EXTRA-SMALL SMALL MEDIUM LARGE EXTRA-LARGE 2X 3X 4X 5X 6X 7X 8X

**C: ELBECO RESPONSE WOMEN'S UFX PERFORMANCE TACTICAL POLO (mfg# K5171LC/K5178LC) and ELBECO UFX TACTICAL SHORT SLEEVE POLO for Men (mfg# K5138)**

ELBECO RESPONSE WOMEN'S UFX PERFORMANCE TACTICAL POLO Color's: Black, French Blue, Gray, Navy, Royal Blue, Spruce Green, Tan, White

ELBECO RESPONSE WOMEN'S UFX PERFORMANCE TACTICAL POLO Description: Black, French Blue, Gray, Navy, Royal Blue, Spruce Green, Tan, White with JC Sheriff's logo on left chest

**PRODUCT SPECS for ELBECO RESPONSE WOMEN'S UFX PERFORMANCE TACTICAL POLO:**

7.25 oz, 100% polyester Swiss pique knit

Nano Moisture Wicking Technology

Antimicrobial

Dual mic shoulder pockets and center mic loop so you can place your mic where you want it

Hidden pen pocket on sleeve for easy access

Polyester/Lycra®/rib knit cuff keeps your sleeves at your wrist (long sleeve only)

No-curl knit collar with stays for a professional appearance

Tagless neck for no-scratch comfort

Side panels for improved mobility and comfort

Comfort cut allows for wear over body armor

ELBECO UFX TACTICAL SHORT SLEEVE POLO Men's Colors: Black, French Blue, Green, Gray, Light Blue, Navy, Olive Drab, Royal Blue, Red, Spruce Green, Tan, White

ELBECO UFX TACTICAL SHORT SLEEVE POLO Men's Description: Black, French Blue, Green, Gray, Light Blue, Navy, Olive Drab, Royal Blue, Red, Spruce Green, Tan, White with JC Sheriff's logo on left chest

**PRODUCT SPECS for MEN'S ELBECO UFX TACTICAL SHORT SLEEVE POLO**

7.25 oz, Power Stretch® pique knit-microfiber polyester

Moisture wicking

Antimicrobial

UPF 40+ protection

Low-pill and non-fade fabric retains color wash after wash

Shrink resistance

Gusseted sides for added mobility

Loose fit with four-way stretch

Tag-less comfort in neck

Dual concealed mic pockets on shoulders

Sizes: EXTRA-SMALL SMALL MEDIUM LARGE EXTRA-LARGE 2X 3X 4X 5X 6X

**D: ELBECO WOMEN'S UFX LONG SLEEVE PERFORMANCE POLO (mfg# K5184LC) and ELBECO UFX TACTICAL LONG SLEEVE POLO (mfg# K5151)**

ELBECO WOMEN'S UFX LONG SLEEVE PERFORMANCE POLO Color's: Black, French Blue, Gray, Navy Tan, White

ELBECO WOMEN'S UFX LONG SLEEVE PERFORMANCE POLO Description: Black, French Blue, Gray, Navy Tan, White with JC Sheriff's logo on left chest

ELBECO WOMEN'S UFX LONG SLEEVE PERFORMANCE POLO PRODUCT SPECS

Side panels for improved mobility and comfort

Comfort cut allows for wear over body armor  
 No-curl knit collar with stays for a professional appearance  
 Tagless neck for no scratch comfort  
 Dual mic shoulder pockets and center mic loop so you can place your mic where you want it  
 Polyester, Lycra rib knit cuff keeps your sleeves at your wrist  
 Hidden pen pocket on sleeve for easy access  
 ELBECO UFX TACTICAL LONG SLEEVE POLO Men's Colors: Black, French Blue, Gray, Navy, Olive Drab, Royal Blue, Red, Tan, White  
 ELBECO UFX TACTICAL LONG SLEEVE POLO Men's Description: Black, French Blue, Gray, Navy, Olive Drab, Royal Blue, Red, Tan, White with JC Sheriff's logo on left chest  
 ELBECO UFX TACTICAL LONG SLEEVE POLO Men's PRODUCT SPECS  
 7.25 oz, 100% polyester Swiss pique knit  
 Nano Moisture Wicking Technology  
 Antimicrobial  
 Dual mic shoulder pockets and center mic loop so you can place your mic where you want it  
 Hidden pen pocket on sleeve for easy access  
 Polyester/Lycra®/rib knit cuff keeps your sleeves at your wrist (long sleeve only)  
 No-curl knit collar with stays for a professional appearance  
 Tagless neck for no-scratch comfort  
 Side panels for improved mobility and comfort  
 Comfort cut allows for wear over body armor  
 Accepts embroidery and silkscreening  
 Machine washable  
 Sizes: XS SMALL MEDIUM LARGE EXTRA-LARGE 2X 3X 4X 5X 6X

**Item #31 - Belt, Safariland 87 or equal (must be approved by Jefferson County).**

Description: Plain black suede lined belt with either silver or brass buckle (2.25" wide). Sizes XS to 5X men's and women's. Double tongued buckle and center stud fastener with free sliding keeper to hold belt tip. Double stitching.

**Item #32 - Belt Safariland 99, or equal (must be approved by Jefferson County).**

Description: Plain black buckleless, reversible belt. 1.5" wide, hook and loop or Velcro can be worn on the outside for buckleless system, sizes XS-5X.

**Item #33 - 5.11 Tactical Belt (59501), or equal (must be approved by Jefferson County).**

Description: Plain black and brass buckle with hidden cuff key 1.5" wide, sizes XS-5X.

**Item #34- Plain Black Handcuff Holder with Open Top for a 2.25" Duty Belt (Safariland SAF-090-1-16), or equal (must be approved by Jefferson County).**

Description: Plain black brass fastener handcuff pouch with top flap for a 2.25" duty belt.

**Item #35 - Baton Holder, Safariland 26" Expandable baton holder (SAF-35-F26-2)**

Description: Plain black baton holder for expandable 26" batons.

**Item #36 - Holster Level III (Safariland 6360) or equal (must be approved by Jefferson County).**

**Item #37 - Double Magazine Holder (Safariland SAF-77-83-2) or equal (must be approved by Jefferson County).**

Description: Double handgun magazine pouch plain black brass fastener. Must have option to fit the handgun magazines described and listed by the manufacturer.

**Item #38 - Open Top Double Magazine Holder (Safariland SAF-75-83-2) or equal (must be approved by Jefferson County).**

Description: Double mag pouch without flaps, plain black. Must have option to fit the handgun magazines described and listed by the manufacturer.

**Item #39 - OC Spray Holder (Safariland SAF-38-4-2B) or equal (must be approved by Jefferson County).**

Description Plain black with brass fastener as well as silver fastener option.

**Item #40 - Slotted Belt Keepers (Safariland SAF-63-2B) or equal (must be approved by Jefferson County).**

Description: Plain black, slotted two (2) snap belt keeper with brass fasteners, to fit 2.25" belt.

**Item #41 - Traffic Vest (Vizguard S912) or equal (must be approved by Jefferson County).**

Description: Police safety vest, hi-vis yellow, black trim, "Sheriff" lettering meets ANSI 207-2006 standards, sizes XS-5X.

**Item #42 - Red Cone Stinger (STL-75903) or equal (must be approved by Jefferson County).**

Description: Red traffic cone for Stinger flashlight, molded red plastic construction, designed to assist with direction of traffic or crowd control, molded specifically for the Streamlight flashlight.

**Item #43- Stinger Flashlight Bulb (STL-75914) or equal (must be approved by Jefferson County).**

Description: Bulbs to fit Stinger flashlight, item #45.

**Item #44 - Stinger flashlight Lens Kit (Streamlight 765956) or equal (must be approved by Jefferson County).**

Description: Lens kit to fit item #45.

**Item #45 - Stinger DS LED-polymer (STL-76113) or equal (must be approved by Jefferson County).**

Description: With AC/DC charger, dual switch technology, 18,000 candlepower at 160 lumens, nylon polymer construction, three variant light powers with strobe capability.

**Item #46 - ASP Baton, Black (ASP-52611) or equal (must be approved by Jefferson County).**

Description: Collapsible baton, 26" in length, foam handle, black/chrome construction.

**Item #47 - Belt Keepers (Safariland SAF-65-4-2B) or equal (must be approved by Jefferson County).**

Description: Plain black, non-slotted 2 snap belt keeper with brass fasteners, to fit a 2.25" duty belt. Also to include silver snap fastener option.

**Item #48 - ELBECO LADIES CHOICE TEXTROP2 HIDDEN CARGO POCKET PANTS, mfg# E9390LC or equal (must be approved by Jefferson County).**

Color: Navy

PRODUCT SPECS

7 oz, 100% polyester

Nano moisture-wicking technology

Zipper and double hook and eye closure

Covert fit waistband with new refined curtain provides 2" stretch while holding up duty belt

Triple stitched crotch prevents seam failure

Ladies Choice fit

Creaset front and back permanent creases

Hidden cargo pocket

Size: 2 4 6 8 10 12 14 16 18 20 22 24 26

Inseam: UNHEMMED or CUSTOM HEMMING: 20 20.5 21 21.5 22 22.5 23 23.5 24 24.5 25 25.5 26 26.5 27 27.5 28 28.5 29 29.5 30 30.5 31 31.5 32 32.5 33 33.5 34 34.5 35 35.5 36 36.5 37 37.5 38

**Item #49 - ELBECO TEXTROP2 HIDDEN CARGO POCKET PANTS, mfg# E390R 00029 or equal (must be approved by Jefferson County).**

Color: Navy

PRODUCT SPECS

7 oz, 100% polyester stretch textured surge weave

Permanent Nano moisture-wicking technology

Zipper and double hook and eye closure

Covert flex waistband with new refined curtain provides 2" stretch while holding up duty belt

Triple stitched crotch prevents seam failure

Essential fit pattern waistband has a lower rise and wider leg with front rise having a slight slope

Creaset® front and back permanent creases

Hidden side pockets with internal compartments and zipper closures

Machine washable

Size: 28 29 30 31 32 33 34 35 36 37 38 40 42 44 46 48 50 52 54 56 58 62

Inseam: UNHEMMED or CUSTOM HEMMING:

20 20.5 21 21.5 22 22.5 23 23.5 24 24.5 25 25.5 26 26.5 27 27.5 28 28.5 29 29.5 30 30.5 31 31.5 32 32.5 33 33.5 34 34.5 35 35.5 36 36.5 37 37.5 38

**Item #50 - GALLS WOMEN'S AGENT LTC G-TAC SOFT-SHELL JACKET, mfg# JA1312 or equal (must be approved by Jefferson County).**

Color: Black and Navy

PRODUCT SPECS

100% polyester soft-shell fabric

Water resistant

Front zipper closure

Two zippered slash pockets

Zippered vertical chest pocket  
 Adjustable hook-and-loop cuffs  
 10" side zippers with snap tabs designed for concealed carry  
 Vented caped back  
 Size: EXTRA SMALL SMALL MEDIUM LARGE EXTRA LARGE 2X 3X

**Item #51 - GALLS AGENT LTC G-TAC SOFT-SHELL JACKET, mfg# JX778 or equal (must be approved by Jefferson County).**

Color: Black and Dark Navy  
 PRODUCT SPECS  
 100% polyester soft-shell fabric  
 Water resistant  
 Front zipper closure  
 Two zippered slash pockets  
 Zippered vertical chest pocket  
 Adjustable hook-and-loop cuffs  
 10" side zippers with snap tabs designed for concealed carry  
 Vented caped back  
 Size: SMALL MEDIUM LARGE EXTRA LARGE 2X 3X 4X 5X 6X

**Item #52 - PROPPER TAC U COMBAT SHIRT, mfg# F541738330 or equal (must be approved by Jefferson County).**

Color: Olive Green  
 PRODUCT SPECS  
 Military-inspired construction  
 Nametape on back of collar  
 External opening for shoulder pads  
 Quarter-zipper front  
 Side panel with underarm gusset for enhanced range of motion  
 Fully articulated elbows  
 Two zippered, upper-arm pockets with loop-facing patch for insignia  
 Two zippered forearm pockets  
 External opening for elbow pads  
 Two-channel pen pocket on left forearm  
 Right forearm pocket with hook and loop closure  
 Adjustable hook and loop fastener at sleeve cuffs  
 Integrated thumb holes at cuffs prevent bunching and twisting  
 Size: SMALL, MEDIUM, LARGE, EXTRA-LARGE, 2X, 3X  
 Length: SHORT REGULAR LONG

**Item #53 - PROPPER WOMEN'S KINETIC PANT, mfg# F52594 or equal (must be approved by Jefferson County).**

Color: Olive Green  
 PRODUCT SPECS  
 NEXstretch 2-way mechanical stretch  
 Durable and rugged ripstop fabric with integrated stretch  
 Gusseted crotch for ease of movement  
 DWR (Durable Water Resistant) treatment to repel dirt and moisture  
 Gripper waistband  
 Metal button waistband closure  
 Ambidextrous pocket configuration  
 Cargo pockets with internal divider  
 Wider belt loops with badge/sunglasses tabs  
 Size: 2 4 6 8 10 12 14 16 18 20 22 24  
 Inseam: PRE-HEMMED SIZES  
 SHORT, REGULAR, LONG, UNHEMMED, CUSTOM HEMMING: 20 20.5 21 21.5 22 22.5 23 23.5 24 24.5 25 25.5  
 26 26.5 27 27.5 28 28.5 29 29.5 30 30.5 31 31.5 32 32.5 33 33.5 34 34.5 35 35.5 36 36.5 37 37.5 38

**Item #54 - PROPPER KINETIC PANT for Men, mfg# F52944 or equal (must be approved by Jefferson County).**

Color: Olive Green  
 Size: 28 30 32 34 36 38 40 42 44 46 48 50 52 54 56 62  
 Inseam: PRE-HEMMED SIZES - 29 30 32 34 36  
 UNHEMMED

CUSTOM HEMMING: 20 20.5 21 21.5 22 22.5 23 23.5 24 24.5 25 25.5 26 26.5 27 27.5 28 28.5 29 29.5 30 30.5 31  
31.5 32 32.5 33 33.5 34 34.5 35 35.5 36 36.5 37 37.5 38

**Item #55 - 5.11 Tactical Fast-Tac Uniform Hat, mfg# 89098**

Color: Black and Dark Navy

PRODUCT SPECS

100% polyester, ripstop, 4.6 oz

Fast-Tac™ Ripstop fabric

Water resistant

6 panel hat

Adjustable Back

Loop patch with scope embroidery at top of hat

Embroidered eyelets at top of hat

Imported

**Item #56 - POINT BLANK R20-D TACTICAL CARRIER WITH MOLLE, mfg# R20D-MO or equal (must be approved by Jefferson County).**

Color: Black

Size: Custom to Ballistic Vest

PRODUCT SPECS: Ideal for law enforcement officers who have occasional body armor equipment-carrying assignments. Ballistic protection accommodates NIJ certified Point Blank ballistic panels

Side-closure system offers convenient adjustability with low-profile VELCRO® fasteners and elastic MOLLE compatible webbing system in the front and back of the carrier allows accessory pouch attachment

High-visibility identification with removable VELCRO® fasteners can be placed on the front and back

**Item #57 - BLAUER POLYESTER ARMORSKIN XP, mfg# 8370XP or equal (must be approved by Jefferson County).**

Color: Dark Navy

Size: EXTRA SMALL, EXTRA SMALL/SMALL, SMALL, SMALL/MEDIUM, MEDIUM, MEDIUM/LARGE, LARGE, LARGE/EXTRA LARGE, EXTRA LARGE, 2X, 3X, 4X, 5X, 6X

Length: SHORT, REGULAR, LONG, EXTRA-LONG

PRODUCT SPECS

MATERIAL: Shell: 100% Polyester; Side Mesh: 92% Nylon, 8% Lycra; Lining and Plate Pocket: 100% Polyester Mesh

MOISTURE MANAGEMENT: Performance polyester and mesh offer advanced heat and moisture release

ODOR PROTECTION: Odor control technology stops growth of odor causing bacteria

POCKETS: 2 Zippered Armor Plate Pockets with Mesh, 2 Breast Pockets with hook/loop closure

LENGTH: 18" Center Back (Size M, REG)

BLAUER WARRANTY: 1 Year Warranty

Instant-access zippered pockets front and rear accommodate hard armor plates (U.S. Patent #10,485,272)

Anti-microbial mesh lining prevents odor buildup

Stretch mesh side panels provide ultimate range of motion and comfort

Easy-access zippered interior for insertion of soft body armor

Center mounted mic tab

Dual epaulets

Uniform appearance when worn with Polyester ArmorSkin Base Shirts

Patented fast-access armor plate pockets on front and back for drop-in ballistic enhancement

Universal fit accommodates your existing internal carrier to maintain custom protection

Stretch side mesh panels allow greater range of motion and comfort

Anti-odor mesh lining enhances breathability

Durable construction is reinforced to stand up to patrol work

**Item #58 - Streamlight Stinger Battery NiMH (STL-75375) or equal (must be approved by Jefferson County).**

Description: Replacement Streamlight Nickel-Metal Hydride rechargeable Battery Stick for Streamlight Stinger flashlight, item #44.

**Item #59 - Holster Level III (Safariland 7360) or equal (must be approved by Jefferson County).**

Description: This holster with Automatic Locking System (ALS®) builds on the foundation of the Self Locking System (SLS). It locks the weapon in all directions upon holstering, it's operable with the thumb, and the weapon can be drawn straight out of the holster with no twisting required. The mid-ride belt loop allows the holster to ride close to the body. This model is constructed of the innovative SafariSeven™ material, a unique nylon blend from DuPont™. SafariSeven™ is highly durable and practically impervious to the elements.

Level III Retention™ Holster ALS® (Automatic Locking System) secures weapon once holstered, simple straight up draw once release is deactivated

SLS (Self Locking System) Rotating Hood Level IV Retention with Optional Sentry installed  
 A proprietary nylon blend that is completely non-abrasive to a firearm's finish  
 Raised stand-off surfaces in the interior of the holster create air space around the weapon allowing dirt and moisture to quickly clear any contact with the firearm  
 Very high heat and low cold tolerances structurally sound from 300 degrees F to -50 degrees F  
 Can be submerged in water indefinitely and still maintain shape and function  
 Matte finish designed to decrease reflection and can be maintained with a simple scouring pad  
 Available in SafariSeven™ Plain Black finish. Must have option to fit listed handguns as described by manufacturer.  
 Must have option for left hand and right hand. Holster should also have the option to accommodate surefire lights on handguns equipped with light rails as described by the manufacturer of this mode.

**Item #60 - Richardson Call Cap PTS30 or equal (must be approved by Jefferson County).**

Description: SHAPE Mid-Pro, FABRIC LITE Performance Poly-Stretch, VISOR UForm, SWEATBAND Stay-Dri, Performance Stretch, MATERIAL 98% Polyester, 2% Spandex, CONSTRUCTION Knitted, FIT & SIZE R-FLEX  
 XS-SM (6 5/8 - 7)  
 SM-MD (7 - 7 1/4)  
 LG-XL (7 3/8 - 7 5/8)

**Item #61 - ELBECO SHORT SLEEVE UNDERVEST SHIRT, mfg# UVS102 or equal (must be approved by Jefferson County).**

Description: Dark navy color, sizes S-4X, regular length

PRODUCT SPECS

Polyester visible shirt: 5.5 oz, 100% textured stretch polyester with tropical weave

Knit torso: 4.25 oz, 100% featherweight performance polyester

The visible portions of the shirt match the look and fabric of a Class A shirt and coordinating V-Series External Vest Carrier for a professional uniform look

Torso: Ufx™ performance fabric to decrease bulk

Torso: Nano Moisture Wicking Technology

Torso: antimicrobial technology

Flex underarm micro-mesh vents keep wearer cool and dry while enhancing mobility

Three-button lined front placket with mic loop and full epaulets

Top-fused collars mimics Class A-shirt

Dual side comm wire access openings keep wires out of the way

Tagless neck for no-scratch comfort

Accepts embroidery and silkscreening

Machine washable

**Item #62 - ELBECO LADIES CHOICE SHORT SLEEVE UNDERVEST SHIRT, mfg# UVS104 or equal (must be approved by Jefferson County).**

Color: Dark Navy

Size: XS SMALL MEDIUM LARGE EXTRA-LARGE 2X 3X 4X

Length: Regular

PRODUCT SPECS

Undervest portion constructed of featherweight Ufx performance fabric with Nano Moisture Wicking and Anti-microbial technology

Visible portion is 100% textured stretch polyester tropical weave; 5.5 oz/sq. yd with Nano Moisture Wicking technology

Three button front lined placket with mic loop

Dual Comm wire side access

Tapered fit

Flex underarm micro mesh vents

Machine Washable

Imported

**Item #63 - ELBECO UNDERVEST LONG SLEEVE SHIRT, mfg# UVS1171 or equal (must be approved by Jefferson County).**

Color: Dark Navy

Size: 14.5 15.5 16.5 17.5 18.5 20 22

Length: 33 35 37 39

PRODUCT SPECS

Polyester visible shirt: 5.5 oz, 100% textured stretch polyester with tropical weave

Knit torso: 4.25 oz, 100% featherweight performance polyester

The visible portions of the shirt match the look and fabric of a Class A shirt and coordinating V-Series External Vest Carrier for a professional uniform look

Torso: Ufx™ performance fabric to decrease bulk  
 Torso: Nano Moisture Wicking Technology  
 Torso: antimicrobial technology  
 Flex underarm micro-mesh vents keep wearer cool and dry while enhancing mobility  
 Three-button lined front placket with mic loop and full epaulets  
 Top-fused collars mimics Class A shirt  
 Two-button, adjustable cuff with dress placket  
 Dual side comm wire access openings keep wires out of the way  
 Tagless neck for no-scratch comfort  
 Accepts embroidery and silkscreening  
 Machine washable

**Item #64 - ELBECO LADIES CHOICE LONG SLEEVE UNDERVEST SHIRT, mfg# UVS103 or equal (must be approved by Jefferson County).**

Color: Dark Navy  
 Size: EXTRA-SMALL SMALL MEDIUM LARGE EXTRA-LARGE 2X 3X 4X  
 Length: Regular  
 PRODUCT SPECS  
 Undervest portion constructed of featherweight Ufx performance fabric with Nano Moisture Wicking and Anti-microbial technology  
 Visible portion is 100% textured stretch polyester tropical weave; 5.5 oz/sq. yd with Nano Moisture Wicking technology  
 Three button front lined placket with mic loop  
 Dual Comm wire side access  
 Tapered fit  
 Flex underarm micro mesh vents  
 Machine Washable  
 Imported

**Item #65 - 5.11 TACTICAL MEN'S LONG SLEEVE CLASS B STRYKE PDU SHIRT, mfg# 72074 or equal (must be approved by Jefferson County).**

Color: Black and Midnight Navy  
 Size: SMALL MEDIUM LARGE EXTRA LARGE 2X 3X 4X 5X 6X  
 Length: SHORT REGULAR LONG  
 PRODUCT SPECS  
 Flex-Tac™ mechanical stretch allows superior mobility  
 80% polyester, 20% cotton  
 Teflon® finish for stain and soil release  
 Hidden front zipper closure  
 Two chest pockets  
 Hidden document pockets and two chest pockets  
 Mic wire pass  
 Badge tab  
 Epaulettes  
 Camera/radio loop included  
 Melamine buttons won't crack, burn, or melt

**Item #66 - 5.11 TACTICAL MEN'S SHORT SLEEVE CLASS A STRYKE PDU SHIRT, mfg# 71037 or equal (must be approved by Jefferson County).**

Color: Black and Midnight Navy  
 Size: SMALL MEDIUM LARGE EXTRA LARGE 2X 3X 4X 5X 6X  
 Length: SHORT REGULAR LONG  
 PRODUCT SPECS  
 Flex-Tac™ mechanical stretch allows superior mobility  
 80% polyester, 20% cotton  
 Teflon® finish for stain and soil release  
 Hidden front zipper closure  
 Two chest pockets  
 Mic wire pass  
 Badge tab  
 Epaulettes  
 Camera/radio loop included  
 Melamine buttons won't crack, burn, or melt

**Item #67 - 5.11 TACTICAL TACLITE PDU CLASS B PANT, mfg# 74371 or equal (must be approved by Jefferson County).**

Color: Midnight Navy

Size: 30 31 32 33 34 35 36 38 40 42 44 46 48 50 52 54 56 58 60

Inseam: PRE-HEMMED SIZES

26 27 30 32 UNHEMMED

CUSTOM HEMMING:

20 20.5 21 21.5 22 22.5 23 23.5 24 24.5 25 25.5 26 26.5 27 27.5 28 28.5 29 29.5 30 30.5 31 31.5 32 32.5 33 33.5 34  
34.5 35 35.5 36 36.5 37 37.5 38

PRODUCT SPECS

6.14 oz polyester/cotton Taclite® ripstop fabric

Internal grip panels keeps your shirt tucked in

Cargo pockets, covert thigh pockets, flashlight pocket

Professional, functional, hot-weather PDU® Cargo pants

Extra pockets sized for tactical use

Unhemmed design

YKK® zippers

Self-adjusting tunnel waistband

Bartacking at major stress points

Teflon® treated for moisture, soil and stain-resistance

Durable and lightweight for every day, all-day wear

Permanent military crease

Machine-washable

Prym® snaps

**Item #68 - PROPPER LIGHTWEIGHT WOMEN'S TACTICAL TROUSERS, mfg# F52955 or equal (must be approved by Jefferson County).**

Color: black, brown, charcoal, coyote, khaki, light gray, navy, olive drab

Size: 2 4 6 8 10 12 14 16 18 20 22 24 26

Inseam: 23 30 32 UNHEMMED

PRODUCT SPECS

6.5 oz, 65% polyester, 35% cotton ripstop

Fade and wrinkle resistant

DuPont™ Teflon® fabric protector repels stains and liquids

Action-stretch waistband for enhanced comfort

Zipper fly with sturdy snap closure

Low-profile appearance for use both on and off duty

Extra-large belt loops designed for nylon duty belt

Internal openings for knee pads

Nine-pocket design

Two cargo pockets with hook and loop closure

Two hook and loop back pockets with wallet "pocket in a pocket"

Two front pockets with reinforced opening for folding knife or tool clip

Phone pocket with hook and loop closure

Two hidden coin pockets

D-ring for keys or tools

Reinforced seat and knee

**Item #69 - 5.11 TACTICAL APEX PANTS, mfg# 74434 or equal (must be approved by Jefferson County).**

Color: Battle Brown, Burt Brown, Ranger Green, Storm Gray, Tundra, Black, Volcanic, Dark Navy, Khaki and TDU Green

Size: 28 30 31 32 33 34 35 36 38 40 42 44

Inseam: 30 32 33 34 36 37 38 40

PRODUCT SPECS

6.4 oz. Flex-Tac® mechanical stretch canvas

Internal cargo pouch magazine pockets

Twin back yoke magazine pockets

Flex cuff pocket inside waist

Handcuff key pocket inside rear waist

Teflon® treated to repel stains, soil, and moisture

Gusseted construction

Comfort waistband

Articulated knees

Deep cargo pockets with clean interior finish  
 Reinforced knife clip area  
 Seven reinforced belt loops  
 Bartacking at key stress locations  
 Genuine YKK® zipper hardware

**Item #70 - 5.11 TACTICAL APEX WOMEN'S PANT, mfg# TR2244 – 64446 or equal (must be approved by Jefferson County).**

Color: Black, Dark Navy, Ranger Green and Khaki  
 Size: 0 2 4 6 8 10 12 14 16 18 20  
 Inseam: REGULAR LONG  
 PRODUCT SPECS  
 6.4 oz 67% polyester/33% cotton FlexTac canvas  
 Teflon finish for stain and soil resistance  
 Comfort waist  
 Gusseted construction  
 Articulated knees  
 Handcuff key pocket inside rear waist and inside of hem  
 Flex cuff pocket inside waist  
 Cargo pockets with zipper closures and internal magazine storage  
 Back magazine pockets  
 5.11 woven logo label at bottom of cargo pocket  
 Scope embroidery on center back belt loop

**Item #71 - 5.11 TACTICAL STRYKE PANTS WITH FLEXTAC, mfg# 74369 or equal (must be approved by Jefferson County).**

Color: Battle Brown, Black, Burnt Brown, Charcoal, Coyote Tan, Dark Navy, Khaki, Ranger Green, Stone, Storm Gray, TDU Green and Tundra  
 Size: 28 30 32 34 36 38 40 42 44 46 48 50 52 54 64  
 Inseam: 26 28 29 30 32 34 36 38 40 UNHEMMED  
 PRODUCT SPECS  
 65% polyester / 35% cotton ripstop Flex-Tac® fabric, 6.8 oz  
 Flex-Tac® mechanical stretch provides lasting durability that moves with you  
 Teflon™ finish resists water, dirt, and stains for longer wear  
 12 total pockets, including double-deep cargo pockets  
 Front pockets sized for EDC items  
 Self-adjusting tunnel waistband for comfort  
 Gusseted construction  
 Articulated knees  
 Internal knee pad ready  
 Bartacking at major seams and stress points  
 Badge holder at front belt loops  
 Quick access, low-profile angled pockets  
 Genuine YKK® zippers and Prym® snaps

**Item #72 - 5.11 TACTICAL WOMEN'S STRYKE PANTS, mfg# 64386 or equal (must be approved by Jefferson County).**

Color: Black, Burnt Brown, coyote Tan, Dark Navy, Khaki, TDU Green, Tundra and Storm Gray  
 Size: 0 2 4 6 8 10 12 14 16 18 20  
 Inseam: REGULAR INSEAM 31" LONG INSEAM 35" EXTRA LONG  
 PRODUCT SPECS  
 63% polyester/ 37% cotton ripstop  
 Mechanical stretch fabric enhances freedom of movement  
 Teflon® for fade and stain resistance  
 Low-profile cargo pockets, ergonomically designed  
 Black flap, hook-and-loop secured wallet pockets  
 Badge holder front belt loops  
 Large reinforced belt loops  
 Two thigh multi-use pockets  
 Discrete double knee with knee pad access inside  
 Gusseted crotch  
 Articulated knees

**Item #73 - PROPPER SUMMER WEIGHT LONG SLEEVE TACTICAL, mfg# F53463C001 or equal (must be approved by Jefferson County).**

Color: Black, LAPD Navy, Olive Green, and Khaki

Sizes: XS SMALL MEDIUM LARGE EXTRA LARGE 2X 3X 4X

Length: REGULAR, LONG

**PRODUCT SPECS**

94% nylon, 6% spandex ripstop

Durable fabric wicks moisture away from the body

UV protection from harmful rays

Chest pockets with fast-tab loops for easy, one-handed access

Pen pocket inside left chest pocket

Side-access chest pocket with hook and loop closure

Mesh-backed shoulder vent for breathability

Roll up sleeve tabs

Adjustable cuffs

Imported

**Item #74 - PROPPER SUMMER WEIGHT SHORT SLEEVE TACTICAL SHIRT, mfg# F53743C001 or equal (must be approved by Jefferson County).**

Color: Black, LAPD Navy, Olive Green, and Khaki

Size: EXTRA SMALL SMALL MEDIUM LARGE EXTRA LARGE 2X 3X 4X

**PRODUCT SPECS**

94% nylon, 6% spandex ripstop

Durable fabric wicks moisture away from the body

UV protection from harmful rays

Chest pockets with fast-tab loops for easy, one-handed access

Pen pocket inside left chest pocket

Side-access chest pocket with hook and loop closure

Mesh-backed shoulder vent for breathability

Imported

**Item #75 - 5.11 Tactical Radio Pouch, MOLLE Compatible, mfg# 58718 or equal (must be approved by Jefferson County).**

Color: Black

**PRODUCT SPECS**

Durable, all-weather 1000D nylon

MOLLE compatible

Adjustable elastic cord

Secure locking clasp

5 3/8" x 3 5/8" x 1 1/2"

**Item #76 - 5.11 Tactical VTAC 6 x 6 Utility Pouch, mfg# 58713 or equal (must be approved by Jefferson County).**

Color: Black

**PRODUCT SPECS**

1000D nylon construction

MOLLE/SlickStick web platform compatible

Integrates with 5.11 bags, packs and duffels

Molded grip pull for gloved accessibility

Dimensions: 6" H x 6" W x 3" D

**Item #77 - 5.11 Tactical Flex Double Pistol Mag Pouch, mfg# 56425 or equal (must be approved by Jefferson County).**

Color: Black

**PRODUCT SPECS**

Minimalistic, low profile and lightweight pouch holds two pistol mags

Double retention system with high strength / impact insert and elastic band

No cover or bungee system required to retain the mag

Webbing guard runs from the top front of the pouch to the bottom (internal)

Concealed insert allows for smooth operation and keeps the top of pouch open for easy insertion

Elastic band compresses the pouch for a low profile

Flex-HT™ 1/2" webbing ladder for more weaving opportunities

Flex-HT™ 3/4" TPU coated webbing for flexibility on all weaving platforms  
 Webbing pull tab for quick release of Flex-HT™ straps  
 Flex Hook Adaptors convert the pouch to a hook/loop attachment (2 included)  
 Drain hole on bottom panel  
 Double layer water-resistant 500D Nylon

**Item #78 - 5.11 TACTICAL TACLITE 11" PRO SHORTS, mfg# 73308 or equal (must be approved by Jefferson County).**

Color: Battle Brown, Black, Charcoal, Coyote Tan, Dark Navy, Storm Gray, TDU Green, TDU Khaki, and Tundra  
 Size: 28 30 32 34 36 38 40 42 44

**PRODUCT SPECS**

Tough, lightweight, breathable 6.14 oz 65% polyester/35% cotton ripstop

Fade and wrinkle resistant

Teflon treated for spill and stain resistance

Patented straps and trademark slash pockets

Welded pocket added to right side, parallel to magazine pocket

Diamond gusset added to the crotch for outstanding durability and flexibility

Machine wash and dry

Imported

**Item #79 - 5.11 Tactical Men's Short Sleeve Freedom Flex Woven Shirt, # 71340**

Sizes: Extra Small, Small, Medium, Large, XL and 2XL

Colors: Black, Peacoat, and Storm Gray

**PRODUCT SPECS:**

3.9 oz., 100% polyester

Mechanical stretch for added mobility

Perforated fabric for breathability

Extra wide pen pockets at both sleeves

Dual chest patch pockets

Scope logo embroidered on left pocket flap

**Item #80 - Eddie Bauer® - Short Sleeve Performance Fishing Shirt, EB602**

Sizes: Small, Medium, Large, XL, 2XL & 3XL

Colors: Boulder, Driftwood and Gulf Teal

**Product Description:**

This outdoor-ready fishing shirt offers UPF 50+ protection and a moisture-control system that actively moves moisture away from your body to keep you cool, dry and comfortable. Microban® - technology minimizes odors.

2.3-ounce, 100% polyester ripstop

100% polyester mesh upper back lining

Sun shield collar

Built-in rod holder

Two large fly box pockets with hook and loop closures

Zippered chest pocket

Utility loop and tool holder

Cape back with mesh ventilation

Hook and loop-fastened collar points

**Item #81 - Lawpro Long Sleeve Bike Patrol Polo, mfg# SW1825**

Color: Royal/Black

Size: Small, Medium, Large, XL, 2XL and 3XL

**PRODUCT SPECS**

6.7 oz. jersey-knit, 100% polyester

Moisture-wicking fabric keeps you cool and dry

Anti-microbial material prevents odor-causing bacteria

Snag, shrink and wrinkle resistant

Colorfast to light and perspiration

Performance fit; generous length with drop tail; stay-flat, no-roll collar

Front mic-clip loop; dual pen pockets on left chest

Short Sleeve; 3M™ reflective tape at sleeves, chest, and back

Machine wash and dry

**Item #82 - Lawpro Short Sleeve Bike Patrol Polo, mfg# SW1824**

Color: Royal/Black

Size: Small, Medium, Large, XL, 2XL and 3XL

## PRODUCT SPECS

6.7 oz. jersey-knit, 100% polyester

Moisture-wicking fabric keeps you cool and dry

Anti-microbial material prevents odor-causing bacteria

Snag, shrink and wrinkle resistant

Colorfast to light and perspiration

Performance fit; generous length with drop tail; stay-flat, no-roll collar

Front mic-clip loop; dual pen pockets on left chest

Short Sleeve; 3M™ reflective tape at sleeves, chest, and back

Machine wash and dry

**Item #83 - Blauer Long Sleeve Colorblock Performance Polo Shirt, style# 8143**

Color: Dark Navy with Royal Blue

Size: Small, Medium, Large, XL, 2XL and 3XL

Length: Regular or Tall Options

## Specs:

Material-Shell: 100% Polyester, Mesh: 100% CD Polyester

Visibility: 1" Stretch reflective crosswalk trim, 1/8" reflective piping (all options) Colorblock design for daytime visibility

Moisture Management: Performance polyester and mesh for quick drying and moisture release

UV Protective: UPF 30

Pockets: 2 Zippered Chest Pockets, 2 Pen Pockets

1 year warranty

**Item #84 - Blauer Short Sleeve Colorblock Performance Polo Shirt, style# 8133**

Color: Dark Navy with Royal Blue

Size: Small, Medium, Large, XL, 2XL and 3XL

Length: Regular or Tall options

## Specs:

Material-Shell: 100% Polyester, Mesh: 100% CD Polyester

Visibility: 1" Stretch reflective crosswalk trim, 1/8" reflective piping (all options) Colorblock design for daytime visibility

Moisture Management: Performance polyester and mesh for quick drying and moisture release

UV Protective: UPF 30

Pockets: 2 Zippered Chest Pockets, 2 Pen Pockets

1 year warranty

**Item #85 - Additional Items (% off)****Item #86 - Ballistic Vests (% off)**

Jefferson County seeks a vendor or vendors to provide quality ballistic vests that meet the needs of individual officers at a discount.

## Bidder Information Form

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

**Bid Number & Name:** IFB 21-046/YS, Term Contract for Jefferson County Sheriff's Department Law Enforcement and Corrections Equipment and Uniforms

**Bidder's Company/Business Name:** \_\_\_\_\_

**Bidder's TAX ID Number:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Phone Number (with area code):** \_\_\_\_\_

**Alternate Phone Number if available (with area code):** \_\_\_\_\_

**Fax Number (with area code):** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

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

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

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

## OFFER AND ACCEPTANCE FORM

# OFFER TO CONTRACT

## To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

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

---

Company Name

For clarification of this offer, contact:

---

## Address

Name \_\_\_\_\_

---

Signature of Person Authorized to Sign

E-mail

---

Printed Name

---

## Title

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

## ACCEPTANCE OF OFFER

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The Offer is hereby accepted for the following items: Jefferson County Sheriff's Department Law Enforcement and Corrections Equipment and Uniforms. 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 21-046/YS, Term Contract for Jefferson County Sheriff's Department Law Enforcement and Corrections Equipment and Uniforms. 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

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Item	Description	Manufacturer/ Style	Number of days required for delivery*	Price EACH
1	Elbeco Textrop2 Women's Long Sleeve, mfg# 2049 1			\$
2	Elbeco Textrop2 Men's Long Sleeve Zippered Shirt, mfg# 313 00			\$
3	Elbeco Textrop2 Four (4)-Pocket Trousers, mfg# E320RN			\$
4	Elbeco Textrop2 Women's Long Sleeve Shirt, mfg# 2049 1			\$
5	Elbeco Textrop2 Women's Four (4)-Pocket Trousers, mfg# E9314LC			\$
6	Galls Water Resistant Duty Jacket, mfg# JA477			\$
7	Liberty Lined Windbreaker, mfg# 560			\$
8	Liberty Uniforms Reversible Ansi 3 Hi Viz Raincoat with Logo, mfg# 586MFL			\$
9	Neese 48" PVC Vinyl Raincoat, Solid, No Logo, mfg# 1650C			\$
10	Propper I.C.E. Performance Polo Shirt, Short Sleeve, Men (mfg# F534172, Women (mfg# F53277)			\$
11	Propper I.C.E. Performance Polo Shirt, Long Sleeve, Men (mfg# F5315), Women (mfg# F535772001)			\$
12	Dutyman Garrison Belt			\$
13	Kevlar Gloves, Damascus DSX-100 Elite Tactical OPS Gloves			\$
14	Name Badge, Blackinton Nameplate, 2" x 3/8", item J2			\$
15	Cuff Case, Safariland Model 190, Closed Top Cuff Case			\$
16	Handcuffs, Nickel, Peerless Model 700			\$
17	Handcuffs, Color-Plated, Peerless Model 750			\$
18	Leg Irons, Standard, Smith & Wesson 1900			\$
19	One Man Restraint			\$
20	Law Pro Premium Watch Cap, mfg# 425-6636			\$
21	Propper Tactical Duty Belt, mfg# F560375001			\$
22	Blauer Stretch Adjustable Cap, mfg# 182-1			\$
23	Blauer Stretch Fitted Cap, mfg# 182			\$

Item	Description	Manufacturer/ Style	Number of days required for delivery*	Price EACH
24	Law Pro ½" S.O. Collar Pins, nickel (mfg# QM4321N), gold (mfg# QM4321G)			\$
25	5.11 Tactical Taclite Pro Pants, mfg# 74273			\$
26	5.11 Tactical Taclite Pro Women's Ripstop Pants, mfg# 64360			\$
27	Tru-Spec 24-7 Series Original Tactical Pants, mfg# 1062082			\$
28	Tru-Spec Women's 24-7 Series Original Tactical Pants			\$
29	5.11 Tactical 5-in-1 Jacket, mfg# 48017			\$
30A	Polo Shirt - Propper I.C.E. Performance Polo Shirt, Long-Sleeve, Men (mfg# F5315), Women (mfg# F535772001)			\$
30B	Polo Shirt – Propper I.C.E. Performance Polo Shirt, Short-Sleeve, Men (mfg# F534172, Women (mfg# F53277)			\$
30C	Polo Shirt – Elbeco Response UFX Tactical Performance Polo, Short-Sleeve, Women (mfg# K5171LC/K5178LC), Elbeco UFX Tactical Short-Sleeve Polo, Men (mfg# K5138)			\$
30D	Polo Shirt – Elbeco Women's UFX Long-Sleeve Performance Polo (mfg# K5184LC), and Elbeco UFX Tactical Long-Sleeve Polo (mfg# K5151)			\$
31	Belt, Safariland 87			\$
32	Belt, Safariland 99			\$
33	5.11 Tactical Belt (59501)			\$
34	Plain Black Handcuff Holder with Open Top for 2.25" Duty Belt, Safariland SAF-090-1-16)			\$
35	Baton Holder, Safariland, 26", Expandable (SAF-35-F26-2)			\$
36	Holser, Level III (Safariland 6360)			\$
37	Double Magazine Holder (Safariland SAF-77-83-2)			\$
38	Open Top Double Magazine Holder (Safariland SAF-75-83-2)			\$
39	OC Spray Holder (Safariland SAF-38-4-2B)			\$
40	Slotted Belt Keepers (Safariland SAF-63-2B)			\$
41	Traffic Vest (Vizguard S912)			\$
42	Red Cone Stinger (STL-75903)			\$
43	Stinger Flashlight Bulb (STL-75914)			\$

Item	Description	Manufacturer/ Style	Number of days required for delivery*	Price EACH
44	Stinger Flashlight Lens Kit (STL-765956)			\$
45	Singer DS LED-Polymer (STL-76113)			\$
46	ASP Baton, Black (ASP 52611)			\$
47	Belt Keepers (Safariland SAF-65-4-2B)			\$
48	Elbeco Ladies Choice Textrop2 Hidden Cargo Pocket Pants (mfg# E9390LC)			\$
49	Elbeco Textrop2 Hidden Cargo Pocket Pants (mfg# E390R 00029)			\$
50	Galls Women's Agent LTC G-Tac Soft-Shell Jacket (mfg# JA1312)			\$
51	Galls Agent LTC G-Tac Soft-Shell Jacket (mfg# JX778)			\$
52	Propper Tac U Combat Shirt (mfg# 541738330)			\$
53	Propper Women's Kinetic Pant (mfg# F52594)			\$
54	Propper Men's Kinetic Pant (mfg# F52944)			\$
55	5.11 Tactical Fast-Tac Uniform Hat (mfg# 89098)			\$
56	Point Blank R20-D Tactical Carrier with Molle (mfg# R20D-MO)			\$
57	Blauer Polyester Armorskin XP (mfg# 8370XP)			\$
58	Streamlight Stinger Battery NiMH (STL-75375)			\$
59	Holster Level III (Safariland 7360)			\$
60	Richardson Call Cap (PTS30)			\$
61	Elbeco Short-Sleeve Undervest Shirt (mfg# UVS102)			\$
62	Elbeco Ladies Choice Short-Sleeve Undervest Shirt (mfg# UVS104)			\$
63	Elbeco Undervest Long-Sleeve Shirt (mfg# UVS1171)			\$
64	Elbeco Ladies Choice Undervest Long-Sleeve Shirt (mfg# UVS103)			\$
65	5.11 Tactical Men's Long Sleeve Class B Stryke PDU Shirt (mfg# 72074)			\$
66	5.11 Tactical Men's Short-Sleeve Class A Stryke PDU Shirt (mfg# 71037)			\$
67	5.11 Tactical Taclite PDU Class B Pant (mfg# 74371)			\$
68	Propper Lightweight Women's Tactical Trousers (mfg# F52955)			\$

Item	Description	Manufacturer/ Style	Number of days required for delivery*	Price EACH
69	5.11 Tactical Apex Pants (mfg# 74434)			\$
70	5.11 Tactical Apex Pants, Women's (mfg# TR2244-64446)			\$
71	5.11 Tactical Stryke Pants with Flextac (mfg# 74369)			\$
72	5.11 Tactical Women's Stryke Pants (mfg# 64386)			\$
73	Propper Summer Weight Long-Sleeve Tactical Shirt (mfg# F53463C001)			\$
74	Propper Summer Weight Short-Sleeve Tactical Shirt (mfg#F53743C001)			\$
75	5.11 Tactical Radio Pouch, MOLLE Compatible (mfg# 58718)			\$
76	5.11 Tactical VTAC 6x6 Utility Pouch (mfg# 58713)			\$
77	5.11 Tactical Flex Double Pistol Mag Pouch (mfg# 56425)			\$
78	5.11 Tactical Taclite 11" Shorts (mfg# 73308)			\$
79	5.11 Tactical Men's Short Sleeve Freedom Flex Woven Shirt (mfg# 71340)			\$
80	Eddie Bauer Short Sleeve Performance Fisher Shirt (EB602)			\$
81	Lawpro Long Sleeve Bike Patrol Polo (mfg# SW1825)			\$
82	Lawpro Short Sleeve Bike Patrol Polo (mfg# SW1824)			\$
83	Blauer Long Sleeve Colorblock Performance Polo Shirt (style# 8143)			\$
84	Blauer Short Sleeve Colorblock Performance Polo Shirt (style# 8133)			\$
				Percent Discount
81	Additional Items			%
82	Ballistic Vest			%

\* Normal delivery shall be made within fifteen (15) days; therefore, the entry in this column should be "15" in most cases. For items that will routinely take longer than 15 days, put the number of days anticipated for delivery.

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

## Bid Form (continued)

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**Vendor shall comply with 15-day delivery:**

Yes  No

**Vendor shall notify department of anticipated delays:**

Yes  No

**Acknowledgment of Addenda (if any):**

Addendum 1 \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum 2 \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum 3 \_\_\_\_\_ Date Received \_\_\_\_\_

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

## Vendor References Form

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

***THIS FORM MUST BE RETURNED WITH YOUR BID.***

### REFERENCE ONE

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_ Contract Period: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

### REFERENCE TWO

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_ Contract Period: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

### REFERENCE THREE

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_ Contract Period: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

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

## Signature Page

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As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

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

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

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

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

---

Bidder (Entity Name)

---

Signature

---

Street & Mailing Address

---

Print Name

---

City, State & Zip

---

Date Signed

---

Telephone Number

---

Fax Number

---

E-mail Address

**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**

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

**Date**

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

## Conflict of Interest Questionnaire

**CONFFLICT 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.

**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

IFB 21-046/YS, Term Contract Jefferson County Sheriff's Department Law Enforcement  
and Corrections Equipment and Uniforms

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## Conflicts Disclosure Statement – OFFICE USE ONLY

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

Adopted 8/7/2015

**Note: This Form is for Office Use Only.**

## Good Faith Effort (GFE) Determination Checklist

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***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

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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:  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

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PAGE 1 OF 4

***This information must be submitted with your bid.***

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

Prime Contractor: \_\_\_\_\_ HUB:  Yes  No

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Address: \_\_\_\_\_  
 Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Project Title & No.: \_\_\_\_\_ IFB/RFP No.: \_\_\_\_\_

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

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

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

---

**FOR HUB OFFICE USE ONLY:**

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

---

**PART I. HUB SUCONTRACTOR DISCLOSURE**

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_  
 Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

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

## Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

**PAGE 2 OF 4**

### **HUB SUBCONTRACTOR DISCLOSURE**

**PART I: Continuation Sheet**

**(Duplicate as Needed)**

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_  
 Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_  
 \_\_\_\_\_

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_  
 Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_  
 \_\_\_\_\_

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

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

## Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

**PAGE 3 OF 4**

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

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

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

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

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

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

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

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
 Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed:  
 \_\_\_\_\_  
 \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
 Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed:  
 \_\_\_\_\_  
 \_\_\_\_\_

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

## Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

**PAGE 4 OF 4**

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

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

Name (print or type): \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

E-mail address: \_\_\_\_\_

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

Name (print or type): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

E-mail address: \_\_\_\_\_

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

## Residence Certification/Tax Form

---

Pursuant to Texas Government Code §2252.001 et seq., as amended, Jefferson County requests Resident Certification. §2252.001 et seq. of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that \_\_\_\_\_ [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

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

---

Taxpayer Identification Number (T.I.N.):	
Company Name submitting bid/proposal:	
Mailing address:	
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

Jefferson County Tax Acct. No.*	Property address or location**

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

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

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

---

## House Bill 89 Verification

---

I, \_\_\_\_\_, the undersigned representative of (company or business name) \_\_\_\_\_

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

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

---

Signature of Company Representative

---

Date

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared

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

Notary Seal

---

Notary Signature

---

Date

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

## Senate Bill 252 Certification

---

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

---

Company Name

---

IFB/RFP/RFQ number

Certification check performed by:

---

Purchasing Representative

---

Date

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

## **Bid Affidavit**

---

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

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, a Notary Public in and for the State of \_\_\_\_\_, on this day personally appeared \_\_\_\_\_, who

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

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

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

Name and address of bidder: \_\_\_\_\_

Fax: \_\_\_\_\_ Telephone# \_\_\_\_\_

by: \_\_\_\_\_ Title: \_\_\_\_\_  
(print name)

Signature: \_\_\_\_\_

SUBSCRIBED AND SWORN to before me by the above-named

\_\_\_\_\_ on \_\_\_\_\_

this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for  
the State of \_\_\_\_\_

**Bidder Shall Return Completed Form with Offer.**



# JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah L. Clark, Purchasing Agent*

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

## LEGAL NOTICE

### Advertisement for Invitation for Bids

August 3, 2021

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 21-052/JW) Airfield Marking Rehabilitation for the Jack Brooks Regional Airport**. Information for this project may be obtained from the Purchasing Department's website at: <http://www.co.jefferson.tx.us/Purchasing/main.htm> or by calling 409-835-8593. This project is intended to be funded by the Federal Aviation Administration (FAA) Airport Improvement Program (AIP)/CARES Act Grant to the Airport.

Specifications, plans, and bidding documents can be obtained from CivCast website at: <https://www.civcastusa.com> Project ID is BPT\_21-052/JW.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and three (3) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

**BID NAME:** **Airfield Marking Rehabilitation for the Jack Brooks Regional Airport**

**BID NO:** **IFB 21-052/JW**

**DUE DATE/TIME:** **11:00 AM CT, Wednesday, September 1, 2021**

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

There will be a **Pre-Bid Conference and Walk-Through at 10:00 AM CT on Wednesday, August 18, 2021** in the Airport Administration Conference Room located at 5000 Jerry Ware Blvd. Beaumont, Texas 77705. **This conference will be the Bidder's only opportunity to view secured areas of the project.**

The County shall require the bidder to furnish a bid security in the amount of five percent (5%) of the total contract cost. The bid bond must be executed with a surety company authorized to do business in the State of Texas. Within ten (10) days after the date of the signing of a contract, the bidder shall furnish a performance bond to the County for the full amount of the contract, if the contract exceeds one hundred thousand dollars (\$100,000). If the contract is for one hundred thousand dollars (\$100,000) or less, the County may provide that no money be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County.

Any questions relating to these requirements should be directed to Jamey West, Assistant Purchasing Agent, at [jwest@co.jefferson.tx.us](mailto: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.**

Sincerely,

A handwritten signature of Deborah L. Clark in black ink, with a circular official seal partially visible behind it.

Deborah L. Clark, Purchasing Agent  
Jefferson County, Texas

Publish: August 4, 2021 & August 11, 2021 Beaumont Enterprise and Port Arthur News
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# JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah L. Clark, Purchasing Agent*

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

## LEGAL NOTICE

### Advertisement for Request for Proposal

August 3, 2021

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for RFP 21-050/DS, Grant Administration for American Rescue Plan Act 2021. **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.**

Proposals are to be sealed and addressed to the Purchasing Agent with the proposal number and name marked on the outside of the envelope or box. Offerors shall forward an original and four (4) hard copies of their proposal to the address shown below. Late proposals will be rejected as non-responsive. Proposals will be publicly opened and only the firm name will be read aloud in the Jefferson County Engineering Conference Room (5<sup>th</sup> Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701 at the time and date below. Proposals shall be opened in a manner that avoids disclosure of the contents to competing offerors and maintains the confidentiality of the proposals during negotiations. Proposals will be open for public inspection after the award of the contract, except for trade secrets and confidential information. Offerors are invited to attend the sealed proposal opening.

**PROPOSAL NAME:** **Grant Administration for American Rescue Plan Act 2021**

**PROPOSAL NO:** **RFP 21-050/DS**

**DUE DATE/TIME:** **11:00 AM CT, Wednesday, August 25, 2021**

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

Any questions relating to these requirements should be directed to Deborah Clark, Purchasing Agent at 409-835-8593 or [dclark@co.jefferson.tx.us](mailto:dclark@co.jefferson.tx.us).

Jefferson County encourages Disadvantaged Business Enterprises to participate in the proposal 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.

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

**Respondents are strongly encouraged to carefully read the entire invitation.**

A handwritten signature of Deborah L. Clark, with a circular official seal of Jefferson County, Texas, placed behind it.

Deborah L. Clark  
Purchasing Agent  
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – August 4, 2021 and August 11, 2021

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**Proposal Submissions:**

**Offeror is responsible for submitting:**

- **One (1) Original Response Copy and four (4) (RFP 21-050/DS) Numbered Response Copies; with all copies to include a completed copy of this specifications packet, in its entirety.**

Additionally, Offeror 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/>

## Proposal Submittal Checklist

---

The Offeror's attention is especially called to the items listed below, which must be submitted in full as part of the proposal.

Failure to submit any of the documents listed below as a part of your proposal, or failure to acknowledge any addendum in writing with your proposal, or submitting a proposal on any condition, limitation, or provision not officially invited in this Request for Proposal (RFP) may cause for rejection of the proposal.

Offeror shall check each box indicating compliance.

**THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PACKAGE**

- Cover sheet identifying the contract/project being proposed, the name and address of the Offeror, the date of the proposal, and the email address, telephone, and facsimile numbers of Offeror.
- An acknowledgment and/or response to each section of the proposal.
- Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.
- Identification of three (3) entities for which the Offeror is providing or has provided consulting services for the American Rescue Plan Funding Act of 2021 of the type requested, including the name, position, and telephone number of a contact person at each entity.
- Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Offeror and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Offeror and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of moneys under the terms of any agreement(s) relating to such services.
- One (1) Original Response Copy and (4) Numbered Response Copies; with all copies to include a completed copy of this specifications packet, in its entirety.**

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

**Please read the “Proposal Submittal Checklist” included in this package.**

---

Company

---

Telephone Number

---

Address

---

Fax Number

---

Authorized Representative (Please print)

---

Title

---

Authorized Signature

---

Date

## **Section 1. Introduction to Offerors**

This Request for Proposal (RFP) is to receive proposals from qualified firms regarding grant administration for American Rescue Plan Act 2021.

The following items are provided as general information and specifications as required by the Jefferson County Purchasing Department.

### **1.1 Vendor Instructions**

**Read the document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you have a clear understanding of the proposal.**

General Requirements apply to all advertised requests for proposals; however, these may be superseded, whole or in part, by the **Scope of Services, Guidelines and Specifications, Requested Responses and Information, or other data contained herein**. Be sure your proposal package is complete.

### **1.2 Governing Law**

Offeror is advised that these requirements shall be fully governed by the laws of the State of Texas and that Jefferson County may request and rely on advice, decisions, and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

### **1.3 Ambiguity, Conflict, or other errors in the RFP**

If Offeror discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, Offeror shall immediately notify the County of such error in writing and request modification or clarification of the document. Modifications will be made by issuing Addenda. Written notice will be given to all parties who have been furnished with the RFP without divulging the source of the request for the same. If the Offeror fails to notify the County prior to the date and time fixed for submission of proposals of an error or ambiguity in the RFP known to Offeror, or an error or ambiguity that reasonably should have been known to Offeror, then Offeror shall not be entitled to compensation or additional time by reason of the error or ambiguity or its later resolution.

The County may also modify the RFP, no later than 48 hours prior to the date and time fixed for submission of proposals, by issuance of an Addendum to all parties who have received the RFP. All addenda will be numbered consecutively, beginning with 1.

### **1.4 Notification of Most Current Address**

Firms in receipt of this RFP shall notify Deborah L. Clark, Jefferson County Purchasing Agent, of any address changes, contact person changes, and/or telephone number changes no later than 48 hours prior to the date and time fixed for submission of proposals.

### **1.5 Proposal Preparation Cost**

Cost for developing proposals is entirely the responsibility of Offerors and shall not be charged to Jefferson County.

### **1.6 Signature of Proposal**

A transmittal letter, which shall be considered an integral part of the proposal, shall be signed by an individual who is authorized to bind the Offeror contractually. If the Offeror is a corporation, the legal name of the corporation shall be provided together with the signature of the officer or officers authorized to sign on behalf of the corporation.

If the Offeror is a partnership, the true name of the firm shall be provided with the signature of the partner or partners authorized to sign.

If the Offeror is an individual, that individual shall sign. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a power of attorney or equivalent document must be submitted to the Jefferson County Purchasing Department prior to the submission of the proposal or with the proposal.

## **1.7 Economy of Presentation**

Proposals shall not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be rejected and not considered.

## **1.8 Proposal Obligation**

The contents of the proposal and any clarification thereof submitted by the selected Offeror shall become part of the contractual obligation and incorporated by reference into the ensuing contract.

## **1.9 Incorporation by Reference and Precedence**

This Agreement is derived from (1) the RFP, written clarifications to the RFP and County's response to questions; (2) the Contractor's Best and Final Offer, and (3) the Contractor's response to the RFP.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) Amendments to the Agreement in reverse chronological order; (2) the Agreement, including the Scope of Work; (3) the Contractor's Best and Final Offer; (4) the RFP, including attachments thereto and written responses to questions and written clarifications; and (5) the Contractors response to the RFP.

## **1.10 Governing Forms**

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Jefferson County's interpretation shall govern.

## **1.11 Implied Requirements**

Products and services not specifically mentioned in the RFP, but which are necessary to provide the functional capabilities described by the Offeror, shall be included in the proposal.

## **1.12 Compliance with RFP Specifications**

It is intended that this RFP describe the requirements and the response format in sufficient detail to secure comparable proposals. Failure to comply with all provisions of the RFP may result in disqualification.

### 1.13 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>

**Offerors are strongly encouraged to review their firm’s SAM (System for Award Management) status prior to Proposal Submission.**

### 1.14 Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

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

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

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

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

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

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

**1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.**

Vendors must enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

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

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

## **1.15 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, a contract (executed in response to this Request for Proposal) 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 the contract 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 contract, 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.

## **1.16 Evaluation**

Jefferson County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of an award to the best evaluated Offeror. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Jefferson County shall have sole responsibility for determining a reliable source. Jefferson County reserves the right to conduct written and/or oral discussions/interviews after the proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award is in the best interest of Jefferson County.

## **1.17 Withdrawal of Proposal**

The Offeror may withdraw its proposal by submitting a written request over the signature of an authorized individual, as described in paragraph 1.6, to the Purchasing Department any time prior to the submission deadline. The Offeror may thereafter submit a new proposal prior to the deadline. Modification or withdrawal of the proposal in any manner, oral or written, will not be considered if submitted after the deadline.

## **1.18 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.

## **1.19 Award**

Jefferson County reserves the right to award this contract on the basis of the **Best Offer** in accordance with the laws of Texas, to waive any formality or irregularity, to make award to more than one Offeror, and/or to reject any or all proposals. In the event the highest dollar Offeror meeting specifications is not awarded a contract, the Offeror may appear before Commissioners' Court and present evidence concerning his responsibility.

## **1.20 Ownership of Proposal**

All proposals become the property of Jefferson County and will not be returned to Offerors.

## 1.21 Disqualification of Offeror

Upon signing this proposal document, a contractor offering to sell supplies, materials, services, or equipment to Jefferson County certifies that the Offeror has not violated the antitrust laws of this state codified in Section 15.01, et seq, Business & Commerce Code, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all proposals may be rejected if the County believes that collusion exists among the Offerors.

## 1.22 Contractual Development

The contents of the RFP and the selected proposal will become an integral part of the contract, but may be modified by provisions of the contract as negotiated. Therefore, the Offeror must be amenable to inclusion in a contract of any information provided (in writing) either in response to this RFP or subsequently during the selection process.

## 1.23 Assignment

The selected vendor may not assign, sell, or otherwise transfer this contract without written permission of the Jefferson County Commissioners' Court.

## 1.24 Contract Obligation

Jefferson County Commissioners' Court must award the contract, and the County Judge or other person authorized by Jefferson County Commissioners' Court must sign the contract before it becomes binding on Jefferson County or the Offeror. **Department heads are not authorized to sign agreements for Jefferson County.** Binding agreements shall remain in effect until all products and/or services covered by this proposal have been satisfactorily delivered and accepted.

## 1.25 Termination

Jefferson County reserves the right to terminate the contract for default if the awarded vendor breached any of the terms therein, including warranties of Offeror, or if the Offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to Jefferson County's satisfaction, and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified.

## 1.26 Inspections

Jefferson County reserves the right to inspect any item(s) or service location(s) for compliance with specifications and requirements and needs of the using department. If a proposal cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the Offeror as inadequate.

## 1.27 Testing

Jefferson County reserves the right to test equipment, supplies, material and goods proposed for quality, compliance with specifications, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the offer is subject to rejection.

**1.28 Loss, Damage, or Claim**

The Offeror shall totally indemnify Jefferson County against all claims by its employees, agents, or representatives or personal injury arising from any cause. In addition, the Offeror shall totally indemnify Jefferson County against all claims of loss or damage to the Offeror's and Jefferson County's property, equipment, and/or supplies.

**1.29 Taxes**

The contractor and its subcontractors, agents and employees, as the case may be, will be responsible for the payment of all federal, state and local taxes, and deposits or contributions imposed or required by law.

**1.30 Non-Discrimination**

The successful offeror will be required to comply with the Americans With Disabilities Act and with all provisions of federal, state, county and local (if any) laws and regulations to ensure that no employee or applicant for employment is discriminated against because of race, color, religion, sex, age, handicap or national origin.

**1.31 Conflict of Interest**

The agreement entered into pursuant to this RFP will contain the Contractor's warranty that, except for bona-fide employees or selling agents maintained by the Contractor for the purpose of securing business, no person or selling agency has been employed or retained to solicit this contract upon an agreement or understanding for commission, percentage or contingency.

Further, the contractor will warrant that no kickbacks, gratuities, or contingency fees have been paid in connection with this RFP or contract and none has been promised contingent upon the award of contract. And, will still further warrant that to its knowledge and best belief, no one being paid under the agreement between the County and the contractor, is engaged in any activities which would constitute a conflict of interest with respect to the purposes of said agreement.

**1.32 Waiver of Subrogation**

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

**1.33 Acknowledgment of Insurance Requirements**

By signing its proposal, Offeror acknowledges that it has read and understands the insurance requirements for this proposal. Offeror also understands that evidence of required insurance must be submitted within fifteen (15) working days following notification of acceptance of its offer; otherwise, Jefferson County may rescind its acceptance of the Offeror's proposal. The insurance requirements are part of this package.

**1.34 Insurance**

The contractor (including any and all subcontractors as defined in Section 1.35.1.3 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 1.35 Below)

**1.35    Workers' Compensation Insurance**

1.35.1      Definitions:

1.35.1.1      **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.

1.35.1.2      **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.

1.35.1.3      **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.

1.35.2      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.

1.35.3      The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 1.34 above.

1.35.4      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.

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

- 1.35.5.1 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
- 1.35.5.2 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.
- 1.35.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 1.35.7 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.
- 1.35.8 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.
- 1.35.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
  - 1.35.9.1 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.
  - 1.35.9.2 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.
  - 1.35.9.3 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.
  - 1.35.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
    - 1.35.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
    - 1.35.9.4.2 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.
  - 1.35.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
- 1.36.9.6 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
- 1.35.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 1.35.1. – 1.35.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 1.35.10 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.

1.35.11 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.

### **1.36 Pre-Proposal Conference**

There will not be a pre-proposal conference for this RFP process.

### **1.37 Delivery of Proposals**

All proposals are to be delivered by 11:00 AM CT, August 25, 2021, to:

**Jefferson County Purchasing Department**  
**Attention: Deborah L. Clark, Purchasing Agent**  
**1149 Pearl Street, 1<sup>st</sup> Floor**  
**Beaumont, Texas 77701**

**Courthouse Security:** Offerors are advised that all visitors to the Courthouse must pass through Security. Offerors planning to hand deliver proposal 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. Offerors are strongly urged to plan accordingly.

#### **County Holidays – 2021:**

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

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

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

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

**Offeror is responsible for submitting:**

- One (1) Original Response Copy and (4) Numbered Bid Copies; with all copies to include a completed copy of this specifications packet, in its entirety.

Additionally, Offeror 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/>

Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Offerors will be read aloud.

**1.39 Proposal 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/request for statement of qualifications submission deadline, the bid/proposal/request 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 RFP and urgent County requirements preclude amendment to the RFP, the time specified for receipt of proposal 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.

**1.40 Questions**

Questions may be emailed to Deborah Clark, Purchasing Agent at: [dclark@co.jefferso.tx.us](mailto:dclark@co.jefferso.tx.us) or faxed at: 409-835-8456.

**1.41 Tentative Schedule of Events**

August 3, 2021	Issuance of Request for Proposal
August 25, 2021	Deadline Submission (late proposals will not be considered)
August 27, 2021	Proposals distributed to Evaluation Committee
September 7, 2021	Evaluation Committee Convenes to Tabulate Scoring and Determines Short List
September 10, 2021	Conduct Interview/Best and Final Offer/Short List
September 14, 2021	Recommendation for Award

**Please note:**

The above schedule of events is ***tentative*** in nature. Dates listed are subject to change.

## **Section 2. 2 C.F.R. PART 200**

### **MANDATED CONTRACT PROVISIONS**

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#### **1. CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS 2 CFR §200.326 Appendix II to Part 200 (A)**

- a. All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.
- b. In the event of Contractor's breach of its performance obligations, County shall have all rights and remedies against Contractor as provided by law.

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

- a. Termination for Convenience: Whenever the interests of the County so require, County may terminate the parties' Agreement, in whole or in part, for the convenience of the County. County shall give Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Contractor has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by County, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.
- b. Termination for Cause: The County may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Contractor's receipt of a Notice of Deficiency provided by County.

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

- a. If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):
  - I. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- II. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the
- III. CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- IV. CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- V. 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.
- VI. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.
- VII. In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- VIII. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

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

- a. If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:
  - I. Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009-2/January 2016);
  - II. Copeland “Anti-Kickback” Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland “Anti-Kickback” Act (40 U.S.C.

§3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

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

- I. CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.
- II. CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.
- III. A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

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

- a. Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- b. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-halftimes the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- c. Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (I) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (I) of this section, in the sum of \$10 for each calendar day on which such individual

was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (I) of this section.

- d. Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or
- e. subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

f. The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

**6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 Appendix II to Part 200 (F)**

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

**7. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 Appendix II to Part 200 (G)**

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding \$100,000.

**8. ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 Appendix II to Part 200 (H)**

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

## **9. DEBARMENT AND SUSPENSION, 2 CFR §200.326 Appendix II to Part 200 (I)**

- a. This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## **10. BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 Appendix II to Part 200 (J)**

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

## **11. PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)**

- a. 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-
  - I. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - II. Meeting contract performance requirements; or
  - III. At a reasonable price.
- b. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products/htm>.

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

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

**13. ACCESS TO RECORDS**

- a. CONTRACTOR agrees to provide GOVERNMENT, the Grant Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. CONTRACTOR agrees to provide the Grant Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

### **3. Response Format**

#### **3.1 Introduction**

Each proposal submitted in response to this RFP must be organized to correspond with those numbered sections of this RFP that require a response. Failure to arrange the proposal as requested may result in the disqualification of the proposal. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive, and will result in disqualification. The response must be complete. Failure to provide the required information may result in the disqualification of the proposal. All pages of the proposal must be numbered and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal.

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

#### **3.2 Organization of Proposal Contents**

Each proposal must be organized in the manner described below.

- a. Transmittal Letter
- b. Executive Summary
- c. Table of Contents
- d. Offeror Identifying Information
- e. Offeror Personnel and Organization
- f. Project Requirements
- g. Cost Proposal
- h. Other information that may be helpful in the evaluation

#### **3.3 Transmittal Letter**

The Offeror must submit a transmittal letter that identifies the entity submitting the proposal, and includes a commitment by that entity to provide the services required by the County. The transmittal letter must state that the proposal is valid for ninety (90) days from the deadline for delivery of proposals to the County. Any proposal containing a term of less than ninety (90) days for acceptance will be rejected as non-responsive.

The transmittal letter must be signed by a person legally authorized to bind the Offeror to the representations in the response. In the case of a joint proposal, each party must sign the transmittal letter. The Offeror also must indicate, in its transmittal letter, why it believes that it is the most qualified Offeror to provide the services described in this RFP.

The transmittal letter must include a statement of acceptance of the terms and conditions of the contract resulting from this RFP. If Offeror takes exception to any of the proposed terms and conditions stated in this RFP, those exceptions must be noted in the transmittal letter.

However, Offeror must realize that failure to accept the terms specified in this proposal may result in disqualification of the proposal.

### **3.4 Executive Summary**

The Offeror must provide an executive summary of its proposal that asserts that the Offeror is providing in its response all of the requirements of this RFP. The executive summary must not exceed three (3) pages, and must represent a full and concise summary of the contents of the proposal. The executive summary must not include any information concerning the cost of the proposal. The Offeror must identify any services that are provided beyond those specifically requested. If the Offeror is providing services that do not meet the specific requirements of this RFP, but in the opinion of the Offeror are equivalent or superior to those specifically requested, any such differences must be noted in the executive summary. However, the Offeror must realize that failure to provide the services specifically required may result in disqualification of the proposal.

### **3.5 Table of Contents**

Each proposal must be submitted with a table of contents that clearly identifies and denotes the location of each title and subtitle of the proposal. Additionally, the table of contents must clearly identify and denote the location of all enclosures of the proposal. The table of contents must follow the RFP's structure as much as is practical.

### **3.6 Offeror Identifying Information**

Offerors must provide the following identifying information:

- a. Name and address of business entity submitting the proposal;
- b. Type of business entity (i.e., corporation, partnership);
- c. Place of incorporation, if applicable;
- d. Name and location of major offices and other facilities that relate to the Offeror's performance under the terms of this RFP;
- e. Name, address, business and fax number of the Offeror's principal contact person regarding all contractual matters relating to this RFP;
- f. The Offeror's Federal Employer Identification Number, Jefferson County Vendor Number and Jefferson County Business License Number, if any;
- g. Full name and address for each member, partner, and employee of the Offeror (and any subcontractors) who will perform service's on this project; and
- h. A statement regarding the financial stability of the Offeror, including the ability of the Offeror to perform the functions required by this RFP and to provide those services represented by the Offeror in its response.

### **3.7 Conflict of Interest**

Each Offeror must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. Examples of potential conflicts may include an existing business or personal relationship between the Offeror, its principal, or any affiliate or subcontractor, with the County or any other entity or person involved in any way in the project that is the subject of this RFP. Similarly, any personal or business relationship between the Offeror, the principals, or any affiliate or subcontractor, with any employee of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with state employees may be cause

for contract termination. The County will decide if an actual or perceived conflict should result in proposal disqualification.

Each Offeror must reveal any past or existing relationship between the Offeror, its principal, employees, or any affiliate or subcontractor, with any county agency, entity, county employee, or other person in anyway involved in the county's procurement and/or contracting processes. It shall be the sole prerogative of the County to determine if such relationship constitutes a conflict of interest.

By submitting a proposal in response to this RFP, all Offerors affirm that they have not given, nor intend to give, at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement.

### **3.8 Confidential/Proprietary Information**

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

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

**FAILURE BY OFFEROR TO INCLUDE ALL LISTED ITEMS  
MAY RESULT IN THE REJECTION OF ITS PROPOSAL.**

#### **4. Proposal Submittal**

The Proposal is due no later than 11:00 AM CT, August 25, 2021, and shall include the following:

- Cover sheet identifying the contract/project being proposed, the name and address of Offeror, the date of the proposal, and the telephone and facsimile numbers of Offeror.
- An acknowledgment and/or response to each section of the proposal.
- Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.
- Identification of three (3) entities for which the Offeror is providing or has provided grant administration for the type requested in this RFP, including the name, position, and telephone number of a contact person at each entity.
- Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Offeror and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Offeror and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of moneys under the terms of any agreement(s) relating to such services.
- **One (1) original and four (4) (RFP 21-050/DS) proposal copies; with all copies to include a completed copy of this specifications packet in its entirety and any other documentation requested within these specifications, should be mailed or delivered to:**

Jefferson County Purchasing Department  
1149 Pearl Street, 1<sup>st</sup> Floor  
Beaumont, TX 77701

- Explanations, exceptions, comments, etc., pertaining to the specific sections of the specifications. All comments shall be listed and numbered in order of the respective article of the specification.

## **5. Scope of Services**

### **5.1 Objective**

Jefferson County seeks to develop an application for eligible activities with the United States Department of the Treasury American Rescue Plan Act program. Accordingly, the County is soliciting proposals from Qualified Professional Administrative Consultants for technical and professional services to assist or implement the Jefferson County responsibilities with respect to satisfying the requirements under the American Rescue Plan Fiscal Recovery Funds. These services will include assistance and support for grants management services. This project services will include assistance and support for grants management and associated project management services. This project is being supported, in whole or in part, by federal award number CFDA 21.027, awarded to the County of Jefferson by the U.S. Department of the Treasury (**See Attachment A**).

The County is seeking to enter into a contract with a competent professional administration/management firm/consultant that has experience in grants/contract administration. Specifically, those consultant(s) or firm(s) with the following qualifications:

- Related experience in managing federally funded grants and requirements of 2 CFR 200
- Related experience/background with specific project type
- Consultant/Firm is not debarred or suspended from the Excluded Parties List System (EPLS) in the System for Award Management (SAM) – Offerors are strongly encouraged to review and update (if applicable) their firm's SAM (System for Award Management) status prior to Proposal Submission.

The scope of services described herein requires the professional/administration/management firm/consultant to be hired is to provide contract-related management services for Jefferson County, including but not limited to, the following areas:

#### **FINANCIAL ADVISORY SERVICES**

- Provide expert guidance and advisory services regarding all applicable legislation, regulations, policies, and rules related to federal recovery funds.
- Assist the County in developing appropriate policies and procedures for use of American Rescue Plan Act (ARPA) funds.
- Assist the County with establishing a comprehensive recovery portfolio by reviewing multiple funding streams and developing and implementing strategies and plans for the use and coordination of ARPA funds.
- Provide strategic advice and guidance on how best to use ARPA funds in conjunction with other County funding sources.
- Actively search for and share guidance documentation and interpretations of such guidance as it becomes available from ARPA funding entities.
- Respond to questions from the County and provide formal opinions regarding the eligibility of specific County expenses to be covered by ARPA funds.
- Perform comprehensive and compliance and eligibility reviews of uses of the ARPA funds on a regular basis and in a timely manner to ensure compliance with ARPA guidance and propose corrective actions when necessary.
- Assist the County in calculating and/or substantiating the lost revenue calculation at all four designated snapshot dates.

## **COMMUNICATIONS SERVICES**

- Assist the County with creating presentations and communications materials for community stakeholders and the public.
- Assist the County with understanding and setting expectation regarding scope and eligibility of each funding source before stakeholder engagement.
- Attend relevant meetings with local, state, and federal agencies in conjunction with or on behalf of the County.
- Advise the County of all notice and public hearing requirements as required by federal and state regulations.
- Actively search for and share plans and practices from other US counties with regard to the use of ARPA
- Funds. For purposes of this subsection, the County anticipates that the awarded entity shall provide a written monthly peer report for the first nine months of the agreement resulting from this RFP.

## **PROJECT MANAGEMENT SERVICES**

- Provide project management services, including project oversight, compliance with project and/or grant requirements, and compliance with general federal and state guidelines related to administrative expenses, accountability, transparency, and contracting.
- Identify relevant funding source deadlines, including application, expenditure, and reporting deadlines and closeout requirements.
- Provide monthly status updates.
- Assist the County with tracking outcomes of recovery spending.

## **COST TRACKING ACCOUNTING AND REPORTING SERVICES**

- Work with the County to ensure that the County is following processes that meet federal reporting requirements.
- Assist the County in developing appropriate documentation to demonstrate compliance with ARPA guidance.
- Assist the County with preparing reports related to federal recovery funds, including the annual Plan Performance Report and all interim and quarterly reports.

## **AUDITING SERVICES**

- If applicable, assist the County with developing a process to oversee grants, distributed to outside organizations, including communicating the terms and conditions of funding to relevant vendors and sub-recipients.
- Assist the County with ensuring costs and/or proposed budgets for vendors or sub-recipients are necessary and reasonable for the activity provided.
- Assist County staff with monitoring, disbursing, and financial oversight functions.
- Assist the County with devising and implementing fraud prevention and abuse practices.
- If applicable, the selected Proposer(s) may be requested to directly audit spending by outside organizations to ensure compliance with federal and state requirements.

- If applicable, the selected Proposer(s) may also be required to prepare a risk assessment of sub-recipients to evaluate noncompliance risk.

## **6. Project Requirements**

### **6.1 Objective**

Each proposal must include a detailed work plan that addresses how work for Jefferson County would be performed. It shall include detailed personnel assignments. A detailed description of major deliverables to be provided must also be included.

The proposal must include a sample timeline for the completion of each major task included in the proposal to the extent practicable, as well as projected completion dates for each major activity required. All proposals submitted in response to this RFP become the property of Jefferson County.

### **6.2 Offeror Experience**

The successful Offeror must demonstrate extensive experience in and understanding of the nature of research and analysis required in order to carry out the intent of this project.

The proposal must identify all key personnel who are to be part of the proposed consultant team and detail their experience. Jefferson County Commissioners' Court reserves the right to approve each member of the team and to request substitutions.

The Offeror must describe in detail the current and historical experience the Offeror and its subcontractors have that would be relevant to completing the project. The Offeror must provide descriptions and references for all engagements of comparable complexity and sensitivity to the requirements of this RFP that have been conducted within the past five (5) years. References must contain the name of key contacts and a telephone number.

The description of experience must be detailed and cover all relevant contracts that the Offeror and its subcontractors, as applicable, have had and all experience similar to this contract that qualifies the Offeror to meet the requirements of this contract. Included must be the names, titles, addresses, and current telephone numbers of organizations that may be contacted to verify qualifying experience. The Offeror must indicate whether the organizations so listed are included for the purpose of verifying the Offeror's qualifying experience, or the qualifying experience of its subcontractors. Each experience statement also must include the name and types of services directly provided by the Offeror under the contract, and whether the Offeror was the contractor or subcontractor.

The Offeror must briefly state why it believes its proposed services best meet the County's needs and RFP requirements, and the Offeror also must concisely describe any additional features, aspects, or advantages of its services in any relevant area not covered elsewhere in its proposal.

### **6.3 Offeror Personnel and Organization**

The Offeror must provide resumes of all key personnel that will be involved in performing the project, and must provide for each person:

- a. Full name (including full middle name);
- b. An employment history;
- c. A specific description of relevant experience and skills that person has in connection with the conduct of financial advisory services that is the subject of this RFP (limit one page);

- d. A specific indication of what role the individual will have in this project; and
- e. Any additional helpful information to indicate the individual's ability to aid the Offeror in successfully performing the work involved in this RFP (limit to one page).

The resumes must present the required personnel in sufficient detail as to provide the County an indication that the personnel involved can perform the work specified in this RFP. All proposed personnel will be subject to the County approval.

Jefferson County is committed to using the selected Performance Review Company according to reasonable and well-planned timeframes, to the extent possible. Jefferson County is committed to making available its personnel in a similar manner to enable the Performance Review team able to perform its duties in a timely basis. Each Offeror is required to make a statement as to the availability of key personnel to Jefferson County when required.

The key personnel who are to work on this project, identified in the proposal as such, are considered to be essential to the services to be provided. No substitutions of key personnel following contract award will be made without the prior written consent of Jefferson County Commissioners' Court. All requested substitutes must be submitted to the Jefferson County Commissioners' Court, or, together with their resumes, for approval.

Each of the successful Offeror's personnel is subject to removal from this project by Jefferson County Commissioners' Court. In addition, if the person removed is among the project's key personnel, the replacement must be approved by Jefferson County Commissioners' Court. All replacements of key personnel will be paid at the same rate as the person who was replaced, unless the rate normally charged by the replacement is lower, in which case the lower rate will be paid. All replacements of key personnel must be of equal or superior experience as the person replaced.

If applicable, each Offeror must provide a detailed statement setting forth the proposed hourly billing rate for all key personnel, and for each additional staff member to be assigned to the project. The hours each of the key personnel and other staff members are projected to work on the project.

Each Offeror must provide any equipment, software, or data communication lines required by the successful Offeror's personnel to complete the work specified in this document. Each Offeror also must identify any personnel related through blood or marriage to the County or to any current employee of the County.

Each Offeror must provide an organizational chart covering the services offered in its proposal, indicating lines of authority, names, titles, and functions of individuals assigned. The Offeror must assign a contact person to the project.

## **7. Proposal Evaluation and Selection Process**

### **7.1 Introduction**

The proposal evaluation and selection process is detailed in this section, as are other factors, and the format in which the cost response of each proposal must be submitted.

### **7.2 Cost Proposal**

Cost/Fee Proposals may be submitted in any form(s). the cost proposal must be included in each copy of the proposal. Cost will be a factor in the County's selection process.

### **7.3 Proposal Evaluation and Selection**

Prior to the receipt of proposals, the County will establish an Evaluation Committee. The Committee is expected to include representatives from: Commissioners' Court and County Departments.

#### **7.4 EVALUATION CRITERIA:**

##### **a. Responsiveness – 15%**

This refers to the proposal's complete responsiveness to all written specifications and requirements contained in this RFP.

##### **b. Implementation Plan – 25%**

Emphasis is on the efficiency and comprehensiveness of the methods to be used in performing the services requested by this RFP and in managing the project.

##### **c. Offeror Qualifications – 25%**

This refers to the overall qualifications of Offeror and its past experience in providing similar services to those requested by this RFP. It also refers to an evaluation of the quality of Offeror's performance on previous local government projects.

##### **d. Personnel Qualifications – 15%**

This refers to the number and qualifications of the professional personnel who would be assigned to the job. Consideration will be given to the percentage of time that each would spend on the project. It also refers to an evaluation of the quality of the performance by each member of the Offeror's project team on previous projects with the County and similar projects.

##### **e. Cost of Professional Services – 20%**

This is the expected amount your firm would be compensated for services provided to the County. The County will consider hourly rates, retainer amounts, flat fees or other methods. While this will be an important factor, it will be considered as just one factor in the evaluation and selection process.

The Evaluation Committee may elect to require an oral presentation from each qualified Offeror of the information contained in their proposal. Any invitation for an oral presentation will be solely for the purpose of clarifying proposals received from each qualifying Offeror, and will not represent any decision on the part of the evaluation committee as to the selection of a successful Offeror.

Upon completion of their review and any oral presentations, the Evaluation Committee will convene one or more times to discuss the proposals as a group. Each Evaluation Committee member will individually score each proposal independently. Jefferson County Purchasing Department will collect all scores and aggregate the scores of all Committee members. The Purchasing Department will then prepare a report identifying the proposal that scored the highest in the selection process according to the evaluation criteria described in this RFP and

Upon the selection of an apparent successful Offeror, the Court shall appoint the Purchasing Agent to proceed with contract negotiations and attempt to finalize a written contract with the apparent successful Offeror. If a contract cannot be successfully negotiated within a reasonable period of time, negotiations will be terminated, and negotiations with the next highest-ranking Offeror may commence. This process may continue until a contract is signed or the RFP is withdrawn. However, the County may, in its sole judgment and at any time upon failure of negotiations, choose to reissue or withdraw the RFP rather than continue with negotiations. A notice of award will be sent to all Offeror s immediately following execution of a written contract.

Key staff of the County will be available to the successful Offeror on a reasonable basis, but may not be available on holidays or weekends.

## **Cost Proposal Form**

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Each Offeror must state its proposed charges. Each Offeror's charges must include the entire cost of providing the services identified in this RFP. Examples: Hourly Rates for Project Team Members and Travel Rates with description.

Cost/Fee Proposals may be submitted in any form(s). Cost will be a factor in the County's selection process.

## Non-Disclosure Agreement

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In consideration of Jefferson County retaining the services of a consultant and because of the sensitivity of certain information which may come under the care and control of Consultant, both parties agree that all information regarding the County or any selected County agency subject to this Contract; or gathered, produced, or derived from this project (Confidential Information) must remain confidential subject to release only by permission of the County, and more specifically agree as follows:

Media releases pertaining to this RFP and/or any resulting contract, or the services to which they relate, will not be made without the prior written consent of the County, and then only in accordance with explicit written instructions from the County. The disclosure of the contents of proposals prior to the award of a contract under this RFP, or any other violation of this section, may result in disqualification.

1. The Information may be used by Consultant only to assist Consultant in connection with its engagement with the County.
2. Consultant will not, at any time, use the Information in any fashion, form, or manner except in its capacity as independent consultant to the County.
3. Consultant agrees to maintain the confidentiality of any and all deliverables resulting from this Contract in the same manner that it protects the confidentiality of its own proprietary products of like kind.
4. The Information may not be copied or reproduced without the County's written consent.
5. All materials made available to Consultant, including copies thereof, must be returned to County upon the first to occur of; (a) completion of the project, or (b) request by the County.
6. The foregoing must not prohibit or limit Consultant use of the information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (a) previously known to it, (b) independently developed by it, (c) acquired by it from a third party, or (d) which is or becomes part of the public domain through no breach to Consultant of this agreement.
7. This agreement shall become effective as of the date Information is first made available to Consultant and must survive the contract and be a continuing requirement.
8. The breach of this Nondisclosure Agreement by Consultant shall entitle the County to immediately terminate the Agreement upon written notice to Contractor for such breach. The parties acknowledge that the measure of damages in the event of a breach of this Nondisclosure Agreement may be difficult or impossible to calculate, depending on the nature of the breach. Regardless of whether the County elects to terminate the Agreement upon the breach hereof, the County may require Consultant to pay to the County the sum of \$1,000 for each breach as liquidated damages. This amount is not intended to be in the nature of a penalty, but is intended to be a reasonable estimate of the amount of damages to the County in the event of a breach hereof by Consultant. Comptroller does not waive any right to seek additional relief, either equitable or otherwise, concerning any breach of this Agreement.

[Printed Name of Consultant]

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Offeror: Complete & Return this Form With Response Submission.**

## 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 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: \_\_\_\_\_

**Offeror: Complete & Return this Form With Response Submission.**

## Signature Page

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

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

The undersigned agrees, if this proposal 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 Request for Proposal, Conditions of Request for Proposal, 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 proposal in collusion with any other Offeror, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other Offeror or to any other person(s) engaged in this type of business prior to the official opening of this proposal. And further, that neither the Offeror 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 proposal or not to submit a proposal thereon.

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

**Offeror: Complete & Return this Form With Response Submission.**

## Conflict of Interest Questionnaire

<b>CONFFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>	
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>			
<p><b>1</b> <input type="text"/> Name of vendor who has a business relationship with local governmental entity.</p>		<p><b>OFFICE USE ONLY</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">Date Received</td> </tr> </table>	Date Received
Date Received			
<p><b>2</b> <input type="checkbox"/> <input checked="" type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>			
<p><b>3</b> <input type="text"/> Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center; margin-top: 10px;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C, &amp; D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p> <p style="text-align: center; margin-top: 10px;">Signature of vendor doing business with the governmental entity</p> <p style="text-align: center;">Date</p>			
<p><b>4</b> <input type="text"/></p>			

Adopted 8/7/2015

**Offeror: Complete & Return this Form With Response Submission.**

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

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

## Good Faith Effort (GFE)

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### DETERMINATION CHECKLIST

***This information must be submitted with your proposal.***

**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

**Offeror: Complete & Return this Form With Response Submission.**

## **Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)**

***This information must be submitted with your bid.***

Bidder intends to utilize subcontractors/sub-consultants 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/Sub-consultant 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: \_\_\_\_\_

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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/Sub-consultant Change Form" must be completed and faxed to 409-835-8456.

**Offeror: Complete & Return this Form With Response Submission.**

## Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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**PAGE 1 OF 4**

***This information must be submitted with your bid.***

Bidder intends to utilize subcontractors/sub-consultants 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: \_\_\_\_\_

---

**Offeror: Complete & Return this Form With Response Submission.**

## Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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PAGE 2 OF 4

### HUB SUBCONTRACTOR DISCLOSURE

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

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_  
 Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

---

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_  
 Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

---

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

**Offeror: Complete & Return this Form With Response Submission.**

## Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

**PAGE 3 OF 4**

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

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

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

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

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

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

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

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
 Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_  
 \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
 Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_  
 \_\_\_\_\_

**Offeror: Complete & Return this Form With Response Submission.**

## Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

**PAGE 4 OF 4**

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

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

Name (print or type): \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

E-mail address: \_\_\_\_\_

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

Name (print or type): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

E-mail address: \_\_\_\_\_

**Offeror: Complete & Return this Form With Response Submission.**

## Residence Certification/Tax Form

---

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

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

---

Taxpayer Identification Number (T.I.N.):	
Company Name submitting bid/proposal:	
Mailing address:	
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

Jefferson County Tax Acct. No.*	Property address or location**

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

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

**Offeror: Complete & Return this Form With Response Submission.**

## House Bill 89 Verification

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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

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Notary Signature

---

Date

**Offeror: Complete & Return this Form With Response Submission.**

## Senate Bill 252 Certification

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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

**Offeror: Complete & Return this Form With Response 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**

**Offeror: Complete & Return this Form With Response Submission.**  
**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for 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  
(See reverse for public burden disclosure)

<b>1. Type of Federal Action:</b> _____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> _____ a. bid/offer/application b. initial award c. post-award	<b>3. Report Type:</b> _____ a. initial filing b. material change  <b>For material change only:</b> Year _____ quarter _____ Date of last report _____
<b>4. Name and Address of Reporting Entity:</b> _____ Prime      _____ Sub-awardee _____ Tier _____, if Known:  <b>Congressional District, if known:</b>	<b>5. If Reporting Entity in No. 4 is Sub-awardee,</b> Enter Name and Address of Prime:	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services (including address if different from No. 10a)</b> <i>(last name, first name, MI):</i>	
<b>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.</b>	Signature: _____  Print Name: _____  Title: _____  Telephone No.: _____ Date: _____	
<b>Federal Use Only</b>	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

## Bid Affidavit

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

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

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

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

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

Name and address of bidder: \_\_\_\_\_

Fax: \_\_\_\_\_ Telephone# \_\_\_\_\_  
by: \_\_\_\_\_ Title: \_\_\_\_\_  
(print name)

Signature: \_\_\_\_\_

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

this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for  
the State of \_\_\_\_\_

**Offeror: Complete & Return this Form With Response Submission.**

## **ATTACHMENT A**

OMB Approved No. 1505-0271  
 Expiration Date: November 30, 2021

**U.S. DEPARTMENT OF THE TREASURY  
 CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS**

Recipient name and address: Jefferson County, Texas 1149 Pearl, 7th Floor Beaumont, Texas, 77701-3638	DUNS Number: 010807535 Taxpayer Identification Number: 746000291 Assistance Listing Number: 21.019
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:   
**Jeff Branick**  
 29B257162610485...

Authorized Representative: Jeff Branick

Title: County Judge

Date signed: 5/18/2021

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

**PAPERWORK REDUCTION ACT NOTICE**

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

**U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS LOCAL FISCAL RECOVERY FUND  
AWARD TERMS AND CONDITIONS**

1. **Use of Funds.**
  - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. **Period of Performance.** The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. **Reporting.** Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. **Maintenance of and Access to Records**
  - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
  - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. **Pre-award Costs.** Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. **Administrative Costs.** Recipient may use funds provided under this award to cover both direct and indirect costs.
7. **Cost Sharing.** Cost sharing or matching funds are not required to be provided by Recipient.
8. **Conflicts of Interest.** Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

**9. Compliance with Applicable Law and Regulations.**

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
  - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
  - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
  - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

**15. Disclaimer.**

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

**16. Protections for Whistleblowers.**

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

**17. Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

**18. Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

OMB Approved No. 1505-0271  
Expiration Date: November 30, 2021

## **ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS**

### **ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the “Recipient”) provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient’s beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient’s program(s) and activity(ies), so long as any portion of the Recipient’s program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient’s programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

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4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

*The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

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agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

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Jefferson County, Texas

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5/18/2021

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Recipient

---

Date

DocuSigned by:

Jeff Branick

29B257162610485

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Signature of Authorized Official

#### PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

## LEASE AGREEMENT

**THE STATE OF TEXAS**

§ **Otto S. Phillips, Jr.**

§

**COUNTY OF JEFFERSON**

§

THIS AGREEMENT is made and entered into by and between **Jefferson County**, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the "County," and **Otto S. Phillips, Jr.**, hereinafter referred to as "Lessee."

### **Rights Granted**

Subject to the terms and provisions set forth herein, the County authorizes Lessee, at Lessee's sole expense, to occupy and utilize the following property, in Jefferson County, Texas, hereinafter called the "Property":

1. **11309 Country Lane Road, Beaumont TX, 77705, 7 5 Country Road Est Sect 1 Abstract 014852**
2. **11345 Country Lane Road, Beaumont TX, 77705, 6 5 Country Road Est Sec 1 Abstract 014852**
3. **11369 Country Lane Road, Beaumont TX, 77705, Lot 5, Block 5 Country Road Estates Section 1 Abstract 014852**
4. **11506 Sweetgum Lane, Beaumont TX, 77705, 8 5 Country Road Est Sect 1 Abstract 014852**

The Lease amount shall be **\$400.00 for five years** (\$80.00 per year) payable at the start of the five year lease. Lessee shall have the right to use the Property. Lessee **SHALL NOT**:

1. Permanently alter the Property without securing the prior written approval of the County;
2. Conduct, participate in or allow activities upon the property which are in violation of any Federal or State laws, rules, regulations, deed restrictions or County orders;
3. Perform any landscaping or in anyway alter the Property in any way that would interfere with the use of the Property for flood control or drainage purposes. The County may refuse to permit the planting or use of the Property which the County considers detrimental to the public welfare and the best interests of the County.
4. Construct, store or place permanent structures, fences, signs, fixtures, improvements, or other tangible items on the property;
5. Allow or cause any automobile, truck, motorcycle, motorized vehicle, all terrain vehicle, bicycle, mobile home, camper, trailer, recreational vehicle, temporary housing or any form of manufactured housing or any other type of vehicle to be parked, placed or affixed to the Property;
6. Permit any camping or commercial use of the Property without first obtaining written consent from the County;
7. Place, store or allow to be placed or stored any type of building materials, toxic or poisonous materials, supplies or hazardous substances on the Property which may present any risk of health;

Any notice required or permitted to be given by Lessee to County hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows: **County Judge, 4<sup>th</sup> Floor, Jefferson County Courthouse, 1149 Pearl St., Beaumont, TX 77701.**

#### SUCCESSORS AND ASSIGNS

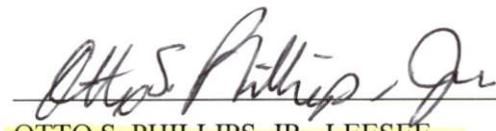
Lessee shall not sub-lease or assign this Agreement or any of Lessee's rights or obligations hereunder without the prior express written permission of the County. Any attempted assignment in violation of this provision will be void and of no force or effect.

#### MODIFICATION AND INTERPRETATION

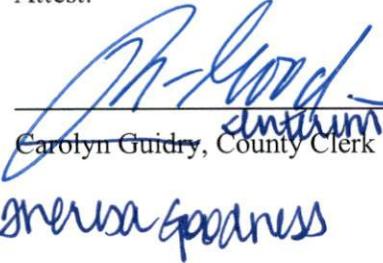
This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

EXECUTED in triplicate originals on August 3, 2021.

  
\_\_\_\_\_  
JEFF R. BRANICK, COUNTY JUDGE

  
\_\_\_\_\_  
OTTO S. PHILLIPS, JR., LEESEE

Attest:

  
\_\_\_\_\_  
Carolyn Guidry, County Clerk  
gneria goodness

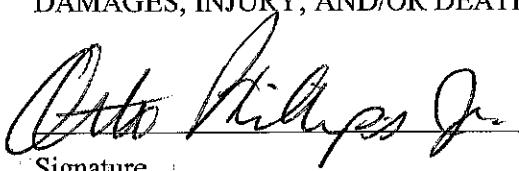


### RELEASE OF LIABILITY

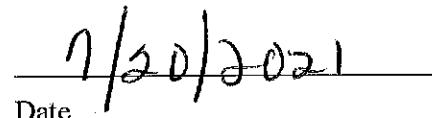
I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTIES LOCATED AT 11309 Country Lane Road, Beaumont TX, 77705; 11345 Country Lane Road, Beaumont TX, 77705; 11369 Country Lane Road, Beaumont TX, 77705; and 11506 Sweetgum Lane, Beaumont TX, 77705.

I FURTHER RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE JEFFERSON COUNTY, ITS DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS, FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION AS A RESULT OF ANY INJURY TO OR DEATH OF, MYSELF, MY FAMILY MEMBER(S), OR DAMAGE TO MY PROPERTY AS A RESULT OF ANY ACTS ARISING OUT OF MY PARTICIPATION AND ACTIVITY IN LEASING THESE PROPERTIES OF JEFFERSON COUNTY WHICH IS LOCATED AT 11309 COUNTRY LANE ROAD, BEAUMONT TX, 77705; 11345 COUNTRY LANE ROAD, BEAUMONT TX, 77705; 11369 COUNTRY LANE ROAD, BEAUMONT TX, 77705; AND 11506 SWEETGUM LANE, BEAUMONT TX, 77705 UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND OTTO S. PHILLIPS, JR.

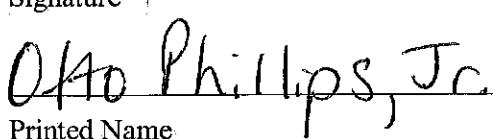
IT IS THE EXPRESS INTENTION OF THE COUNTY AND LESSEE THAT THIS AGREEMENT IS TO INDEMNIFY AND PROTECT THE COUNTY AND IS TO EXTEND TO ANY CAUSE OF ACTION OR INCIDENT WHERE NEGLIGENCE OR ANY OTHER RIGHT OF RECOVERY IS ALLEGED TO BE A DIRECT OR CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LESSEE SHALL BE SOLELY RESPONSIBLE FOR LESSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY WITH OR WITHOUT THE CONSENT OR PERMISSION OF LESSEE. LESSEE HOLDS AND SHALL HOLD THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT AND LIABILITY FOR ANY PROPERTY DAMAGES, INJURY, AND/OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.



Signature



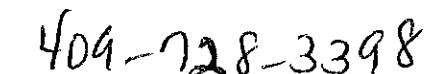
Date



Printed Name



Address



Telephone Number

## LEASE AGREEMENT

**THE STATE OF TEXAS**

§

**William Dean Stratton**

§

**COUNTY OF JEFFERSON**

§

THIS AGREEMENT is made and entered into by and between **Jefferson County**, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the "County," and **William Dean Stratton**, hereinafter referred to as "Lessee."

### **Rights Granted**

Subject to the terms and provisions set forth herein, the County authorizes Lessee, at Lessee's sole expense, to occupy and utilize the following property, in Jefferson County, Texas, hereinafter called the "Property":

- 1. 1291 Hillebrandt, Beaumont TX, 77705, Lot 38, Block 1, Hillebrandt Acres Abstract 26 Tract 119 Grange Abstract 029250**

The Lease amount shall be **\$250.00 for five years** (\$50.00 per year) payable at the start of the five year lease. Lessee shall have the right to use the Property. Lessee **SHALL NOT**:

1. Permanently alter the Property without securing the prior written approval of the County;
2. Conduct, participate in or allow activities upon the property which are in violation of any Federal or State laws, rules, regulations, deed restrictions or County orders;
3. Perform any landscaping or in anyway alter the Property in any way that would interfere with the use of the Property for flood control or drainage purposes. The County may refuse to permit the planting or use of the Property which the County considers detrimental to the public welfare and the best interests of the County.
4. Construct, store or place permanent structures, fences, signs, fixtures, improvements, or other tangible items on the property;
5. Allow or cause any automobile, truck, motorcycle, motorized vehicle, all terrain vehicle, bicycle, mobile home, camper, trailer, recreational vehicle, temporary housing or any form of manufactured housing or any other type of vehicle to be parked, placed or affixed to the Property;
6. Permit any camping or commercial use of the Property without first obtaining written consent from the County;
7. Place, store or allow to be placed or stored any type of building materials, toxic or poisonous materials, supplies or hazardous substances on the Property which may present any risk of health;
8. Cut timber; conduct mining, excavation or drilling operations, remove sand, gravel, or similar substances from the ground; commit waste of any kind; or in any manner change the contour or condition of the Property, except with the prior written consent of the County;

**THE SUBJECT PROPERTY IS BELOW THE BASE FLOOD PLAIN ELEVATION AND WILL FLOOD FROM NATURAL CAUSES. THE PROPERTY IS NOT SUITABLE FOR HUMAN HABITATION AND SUCH USE IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE FORFEITURE OF THE LEASE RIGHT HEREIN GRANTED.**

Lessee's use of the Property for the purposes herein stated is non-exclusive.

## **CONSIDERATION FOR USE**

In consideration for such permission and authorization, Lessee will exercise due diligence in protecting the Property against damage or destruction by fire or causes other than flooding, and will properly maintain the Property and mow the grass with sufficient frequency to prevent said grass from attaining a height in excess of six (6) inches.

## **COUNTY'S RIGHTS PARAMOUNT**

Notwithstanding any statement herein which might be interpreted otherwise, the County's rights in the Property remain paramount to those of Lessee, and the County may at any time enter upon the Property, flood or alter the Property to the extent the County deems necessary for executing powers or duties of the County. The County may refuse to permit planting or use of the property which the County considers detrimental to public welfare and the best interests of the County.

## **COMPLIANCE AND STANDARDS**

Lessee shall comply with all state, federal, and local rules, regulations, ordinances, and statutes applicable to Lessee's use of the Property. Lessee will further comply with any existing deed restrictions and/or subdivision covenants.

## **TERM**

The term of this Agreement is five (5) years, commencing on the date executed by the last party executing this Agreement. Either the County (through its governing body) or Lessee may terminate this Agreement at any time, with or without cause, upon giving ten (10) days prior written notice to the other party.

## **RESPONSIBILITY FOR EXPENSES**

Lessee shall, at Lessee's sole cost and expense, pay all necessary expenses incident to Lessee's use of the Property.

## **DISCLAIMER OF WARRANTY**

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and "AS IS."

**Nothing herein shall be construed as creating any liability on the party of the County, its officials, director, servants, agents, employees, representatives, licensees, invitees, or other contractors.**

## **NOTICES**

Any notice required or permitted to be given by the County to Lessee hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Maintainer as follows: **William Dean Stratton, 13374 Maverick Lane, Hamshire TX, 77622.**

Any notice required or permitted to be given by Lessee to County hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows: **County Judge, 4<sup>th</sup> Floor, Jefferson County Courthouse, 1149 Pearl St., Beaumont, TX 77701.**

## **SUCCESSORS AND ASSIGNS**

Lessee shall not sub-lease or assign this Agreement or any of Lessee's rights or obligations hereunder without the prior express written permission of the County. Any attempted assignment in violation of this provision will be void and of no force or effect.

**MODIFICATION AND INTERPRETATION**

This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

EXECUTED in triplicate originals on August 3, 2021

\_\_\_\_\_  
JEFF R. BRANICK, COUNTY JUDGE

William Dean Stratton

WILLIAM DEAN STRATTON, LEESEE

Attest:

R. Guidry  
Carolyn Guidry, County Clerk

Merisa Goodness



### RELEASE OF LIABILITY

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTY LOCATED AT **1291 Hillebrandt, Beaumont TX, 77705**.

I FURTHER RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE JEFFERSON COUNTY, ITS DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS, FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION AS A RESULT OF ANY INJURY TO OR DEATH OF, MYSELF, MY FAMILY MEMBER(S), OR DAMAGE TO MY PROPERTY AS A RESULT OF ANY ACTS ARISING OUT OF MY PARTICIPATION AND ACTIVITY IN LEASING THIS PROPERTY OF JEFFERSON COUNTY WHICH IS LOCATED AT **1291 HILLEBRANDT, BEAUMONT TX, 77705** UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND **WILLIAM DEAN STRATTON**.

IT IS THE EXPRESS INTENTION OF THE COUNTY AND LESSEE THAT THIS AGREEMENT IS TO INDEMNIFY AND PROTECT THE COUNTY AND IS TO EXTEND TO ANY CAUSE OF ACTION OR INCIDENT WHERE NEGLIGENCE OR ANY OTHER RIGHT OF RECOVERY IS ALLEGED TO BE A DIRECT OR CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LESSEE SHALL BE SOLELY RESPONSIBLE FOR LESSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY WITH OR WITHOUT THE CONSENT OR PERMISSION OF LESSEE. LESSEE HOLDS AND SHALL HOLD THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT AND LIABILITY FOR ANY PROPERTY DAMAGES, INJURY, AND/OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.

William Dean Stratton

07-23-2021

Signature

Date

William Dean STRATTON

Printed Name

13374 MAVERICK Lane Hamshire TX 77622

Address

409-659-6428

Telephone Number

**AMENDED LEASE AGREEMENT**

**THE STATE OF TEXAS**

**§ JUSTIN MEYERS**

**§**

**COUNTY OF JEFFERSON**

**§**

THIS AGREEMENT is made and entered into by and between **Jefferson County**, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the "County," and **Justin Meyers**, hereinafter referred to as "Lessee."

**Rights Granted**

Subject to the terms and provisions set forth herein, the County authorizes Lessee, at Lessee's sole expense, to occupy and utilize the following property, in Jefferson County, Texas, hereinafter called the "Property."

**1. 21443 Englin Road, Beaumont, Texas, being described as Lot 31, Tract 1, and Lot 32, Tract 1, 162 Benson Abstract 004300**

The Lease amount shall be **\$1,250.00 for five years** (\$250.00 per year) payable at the start of the five year lease. Lessee shall have the right to use the Property. Lessee **SHALL NOT**:

1. Permanently alter the Property without securing the prior written approval of the County;
2. Conduct, participate in or allow activities upon the property which are in violation of any Federal or State laws, rules, regulations, deed restrictions or County orders;
3. Perform any landscaping or in anyway alter the Property in any way that would interfere with the use of the Property for flood control or drainage purposes. The County may refuse to permit the planting or use of the Property which the County considers detrimental to the public welfare and the best interests of the County.
4. Construct, store or place permanent structures, fences, signs, fixtures, improvements, or other tangible items on the property;
5. Allow or cause any automobile, truck, motorcycle, motorized vehicle, all terrain vehicle, bicycle, mobile home, camper, trailer, recreational vehicle, temporary housing or any form of manufactured housing or any other type of vehicle to be parked, placed or affixed to the Property;
6. Permit any camping or commercial use of the Property without first obtaining written consent from the County;
7. Place, store or allow to be placed or stored any type of building materials, toxic or poisonous materials, supplies or hazardous substances on the Property which may present any risk of health;
8. Cut timber; conduct mining, excavation or drilling operations, remove sand, gravel, or similar substances from the ground; commit waste of any kind; or in any manner change

the contour or condition of the Property, except with the prior written consent of the County;

**THE SUBJECT PROPERTY IS BELOW THE BASE FLOOD PLAIN ELEVATION AND WILL FLOOD FROM NATURAL CAUSES. THE PROPERTY IS NOT SUITABLE FOR HUMAN HABITATION AND SUCH USE IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE FORFEITURE OF THE LEASE RIGHT HEREIN GRANTED.**

Lessee's use of the Property for the purposes herein stated is non-exclusive.

#### **CONSIDERATION FOR USE**

In consideration for such permission and authorization, Lessee will exercise due diligence in protecting the Property against damage or destruction by fire or causes other than flooding, and will properly maintain the Property and mow the grass with sufficient frequency to prevent said grass from attaining a height in excess of six (6) inches.

#### **COUNTY'S RIGHTS PARAMOUNT**

Notwithstanding any statement herein which might be interpreted otherwise, the County's rights in the Property remain paramount to those of Lessee, and the County may at any time enter upon the Property, flood or alter the Property to the extent the County deems necessary for executing powers or duties of the County. The County may refuse to permit planting or use of the property which the County considers detrimental to public welfare and the best interests of the County.

#### **COMPLIANCE AND STANDARDS**

Lessee shall comply with all state, federal, and local rules, regulations, ordinances, and statutes applicable to Lessee's use of the Property. Lessee will further comply with any existing deed restrictions and/or subdivision covenants.

#### **TERM**

The term of this Agreement is five (5) years, commencing on the date executed by the last party executing this Agreement. Either the County (through its governing body) or Lessee may terminate this Agreement at any time, with or without cause, upon giving ten (10) days prior written notice to the other party.

#### **RESPONSIBILITY FOR EXPENSES**

Lessee shall, at Lessee's sole cost and expense, pay all necessary expenses incident to Lessee's use of the Property.

#### **DISCLAIMER OF WARRANTY**

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and "AS IS."

**Nothing herein shall be construed as creating any liability on the party of the County, its officials, director, servants, agents, employees, representatives, licensees, invitees, or other contractors.**

#### NOTICES

Any notice required or permitted to be given by the County to Lessee hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Maintainer as follows: **Justin Meyers, 21195 Englin Road, Winnie, Texas, 77665.**

Any notice required or permitted to be given by Lessee to County hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows: **County Judge, 4<sup>th</sup> Floor, Jefferson County Courthouse, 1149 Pearl St., Beaumont, TX 77701.**

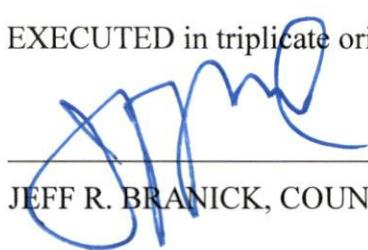
#### SUCCESSORS AND ASSIGNS

Lessee shall not sub-lease or assign this Agreement or any of Lessee's rights or obligations hereunder without the prior express written permission of the County. Any attempted assignment in violation of this provision will be void and of no force or effect.

#### MODIFICATION AND INTERPRETATION

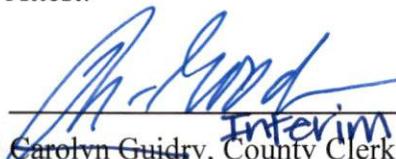
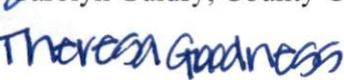
This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

EXECUTED in triplicate originals on August 3, 2021.

  
\_\_\_\_\_  
JEFF R. BRANICK, COUNTY JUDGE

  
\_\_\_\_\_  
LESSEE

Attest:

  
\_\_\_\_\_  
Carolyn Guidry, County Clerk  




## RELEASE OF LIABILITY

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTY LOCATED AT **21143 ENGLIN ROAD**.

I FURTHER RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE JEFFERSON COUNTY, ITS DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS, FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION AS A RESULT OF ANY INJURY TO OR DEATH OF, MYSELF, MY FAMILY MEMBER(S), OR DAMAGE TO MY PROPERTY AS A RESULT OF ANY ACTS ARISING OUT OF MY PARTICIPATION AND ACTIVITY IN LEASING THIS PROPERTY OF JEFFERSON COUNTY WHICH IS LOCATED AT **21143 ENGLIN ROAD, BEAUMONT, TX, 77705**, UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND **JUSTIN MEYERS**.

IT IS THE EXPRESS INTENTION OF THE COUNTY AND LESSEE THAT THIS AGREEMENT IS TO INDEMNIFY AND PROTECT THE COUNTY AND IS TO EXTEND TO ANY CAUSE OF ACTION OR INCIDENT WHERE NEGLIGENCE OR ANY OTHER RIGHT OF RECOVERY IS ALLEGED TO BE A DIRECT OR CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LESSEE SHALL BE SOLELY RESPONSIBLE FOR LESSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY WITH OR WITHOUT THE CONSENT OR PERMISSION OF LESSEE. LESSEE HOLDS AND SHALL HOLD THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT AND LIABILITY FOR ANY PROPERTY DAMAGES, INJURY, AND/OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.



Signature

7-17-2021

Date

Justin Meyers

Printed Name

21143 Englin Rd Winnie TX 77665

Address

409 589 0067

Telephone Number



**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah Clark, Purchasing Agent*

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

**AMENDMENT IV TO CONTRACT**

July 21, 2021

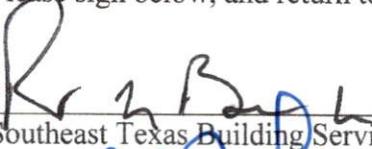
Southeast Texas Building Service, Inc.  
 3304 Spurlock  
 Nederland TX 77627  
 Attention: Mr. Robert Bodin, Jr.

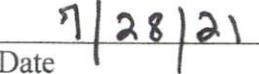
Dear Mr. Bodin:

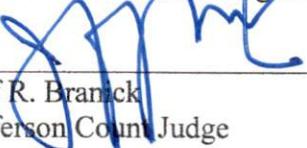
This letter will serve as Amendment IV (four) to contract RFP 18-034/YS, Janitorial Services for Jefferson County.

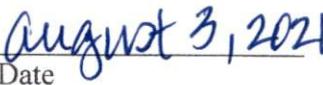
Amendment IV (four) will add additional sanitation service for Tax Office – Beaumont of \$530.00.00 per week. Service will be at 9:30 am, 11:30 am, 1:30 pm, and 3:30 pm, Monday through Friday, on a week to week basis. This additional service was requested in response to Covid 19.

Please sign below, and return to Yea-Mei Sauer, Contract Specialist, [ysauer@co.jefferson.tx.us](mailto:ysauer@co.jefferson.tx.us).

  
 Southeast Texas Building Service, Inc.

  
 Date

  
 Jeff R. Branick  
 Jefferson County Judge

  
 Date

ATTEST:

  
 Theresa Goodness  
 Interim County Clerk





## DISPUTE RESOLUTION CENTER OF JEFFERSON COUNTY

Jefferson County Courthouse-Annex 1 • 215 Franklin, Ste 131A, Beaumont, TX 77701  
 Phone: (409) 835-8747 • Fax: (409) 784-5811 • Website: [www.co.jefferson.tx.us](http://www.co.jefferson.tx.us)

Date: July 22, 2021

To: Fran Lee, Auditor's Office

Re: Request to Transfer Funds

Hi Fran,

The Dispute Resolution Center (DRC) is requesting the following funds be transferred to Account #120-2060-412.60-02 (Computer Equipment) to purchase three desktop computers, a laptop computer, and software to be used at the DRC:

- \$3,230 be transferred from Account #120-2060-412.50-67 (Annual Meeting Expense) to Account #120-2060-412.60-02 (Computer Equipment)
- \$2,309 be transferred from Account #120-2060-412.50-62 (Travel Expenses) to Account #120-2060-412.60-02 (Computer Equipment)

The DRC would like to use the funds to purchase the following items:

Three (3) Dell Desktop Computers	\$2,833.53
One (1) Dell Laptop Computer	\$1,267.13
Software for each computer	\$1,437.48

Please find the quote from SHI Government Solutions and Dell Computer attached.

Please let me know if you have any questions. Thank you so much for your help with this.

Sincerely,

A handwritten signature in black ink that reads "Kara Hawthorn".

Kara Hawthorn  
 Executive Director



Pricing Proposal  
 Quotation #: 20546975  
 Description: Dispute Resolution-Kara  
 Created On: Jun-01-2021  
 Valid Until: Jun-30-2021

## TX2-JEFFERSON CO

Vanessa Lachney  
 1149 pearl street 6th Floor 6th Floor  
 BEAUMONT  
 TX  
 77701  
 US  
 Phone: 4098358447  
 Fax:  
 Email: vlachney@co.jefferson.tx.us

[Click here to order this quote](#)

All Prices are in US Dollar(USD)

Product	Qty	Your Price	Total
1 Microsoft Office Professional Plus 2019 - license - 1 PC Microsoft - Part#: 79P-05746 Contract Name: DIR-TSO-4092	4	\$359.37	\$1,437.48
		Subtotal	\$1,437.48
		Shipping	\$0.00
		Total	\$1,437.48

*The Products offered under this proposal are resold in accordance with the SHI Online Customer Resale Terms and Conditions, unless a separate resale agreement exists between SHI and the Customer.*

**From:** Dell (please do not reply) on behalf of Dell Inc.  
**To:** vlachney@co.jefferson.tx.us  
**Subject:** Dell Computer - Saved Quote Information -3000086897611  
**Date:** Thursday, May 27, 2021 4:32:41 PM

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You have saved an eQuote 3000086897611

An eQuote is now saved in your Dell Online Store.  
This will be held for 60 days and will expire on 07/26/2021

Your eQuote has been sent to:

Emailed to: vlachney@co.jefferson.tx.us  
vlachney@co.jefferson.tx.us

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Click on "Quotes" in the top menu bar and search for eQuote number 3000086897611

eQuote Name	DRC-Kara
Saved By	vlachney@co.jefferson.tx.us
eQuote Description	
Authorized Buyer	
Notes/Comments	
Account Name	Jefferson County
Contract Code	C00000006841

#### Shipping Info

Vanessa Lachney  
1149 Pearl St  
Ste 6th  
Beaumont, TX 77701-3634  
(409) 835-8447

#### Billing Info

ACCOUNTS PAYABLE  
AUDITORS OFFICE  
1149 PEARL ST 7TH FL  
BEAUMONT, TX 77701-3635

#### eQuote Summary

Description	Quantity	Unit Price	Subtotal
Dell Latitude 5520	1	\$1,185.13	\$1,185.13
Dell Pro Briefcase 15   PO1520C	1	\$41.00	\$41.00
Dell USB Slim DVD±RW drive - DW316	1	\$41.00	\$41.00

Non Taxable Amount	\$1,267.13
--------------------	------------

eQuote Subtotal	\$1,267.13
Shipping*	\$0.00
Shipping Discount*	\$0.00

eQuote Total*	\$1,267.13
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\*The eQuote total, including applicable taxes and additional fees, may be viewable online.

Note: Your order may contain one or more items which are billed on a recurring basis. See Important Notes for details on your specific offering and, for customers with auto-renewing subscriptions, how to turn off automatic renewal.

## eQuote Details

Description	Quantity	Price
rcrc1288351-6072153   Dell Latitude 5520	1	\$2,714.13
Premier Discount		\$1,529.00
<hr/>		
\$1,185.13		

Module	Description	Product Code	Sku	ID
Dell Latitude 5520	Dell Latitude 5520 XCTO Base	GJR4L13	[210-AYNN]	1
Processor	10th Generation Intel® Core™ i5-10310U (4 Core, 6M cache, base 1.7GHz, up to 4.4GHz, vPro)	G1HXWQ8	[379-BDVG]	146
Operating System	Windows 10 Pro English, French, Spanish	GF48XA1	[619-AHKN]	11
Microsoft Office	No Microsoft Office License Included-30 day Trial Offer Only	GC7OFJV	[658-BCSB]	1002
Dell Endpoint Security	VMware Carbon Black Cloud Endpoint Standard NGAV, B-EDR, w/Dell ProSupport 3 Year	G59W0IY	[528-CHEB]	593
Graphics	Intel® UHD graphics with Thunderbolt for i5-10310U vPro® processor	GR6T39W	[338-BXSG] [338-BXRY]	149
Systems Management	ME Disable Manageability	GQYWA9H	[631-ACTE]	49
Memory	8 GB, 1X8 GB 3200MHz DDR4 Non-ECC	GF06X02	[370-AFVS]	3
Additional Hard Drive	No Additional Hard Drive	GNTOSJ7	[401-AADF]	637
Hard Drive	M.2 128GB PCIe NVMe Class 35 Solid State Drive	G2A6TKW	[400-BKUY]	8
LCD	15.6" HD (1366x768) Non-Touch, Anti-Glare, TN, 220nits, WLAN, HD Camera	GKHMIS1	[391-BFPP] [320-BECL] [325-BDZF]	760
PalmRest	Palmrest, No Security, Thunderbolt™ 4 Single Pointing Backlit English US Keyboard with	GD39K50	[346-BGVS]	55

Keyboard	numeric keypad	GA6KDNO	[583-BHBG]	4
Wireless Driver	Wireless Intel AX201 WLAN Driver	GNBZ2HK	[555-BGGN]	7
Wireless Mobile Broadband	Intel® Wi-Fi 6 AX201 2x2 .11ax 160MHz + Bluetooth 5.1 No Mobile Broadband Card	GQWT6XF	[555-BGGT]	19
Primary Battery	4 Cell 63Whr ExpressCharge™ Capable Battery	GR957IY	[556-BBCD]	114
Power Supply	65W Type-C Adapter	G3UJTGN	[451-BCSW]	112
Protect your new PC	No Anti-Virus Software	G3550FA	[492-BCXP]	1015
Operating System Recovery Options	OS-Windows Media Not Included	GD4K19S	[650-AAAM]	1014
Power Cord	E4 US Power Cord	GLA90Q1	[620-AALW]	200013
Setup and Features Guides	Quicck Start Guide	G7XRU8M	[537-BBBL]	20
Order Information	US No Canada Ship Charge	GKJ0NX3	[340-CTXV]	60
Documentation	Safety/Environment and Regulatory Guide (English/French Multi-language)	G7RB0GY	[340-AGIK]	21
FGA Module	No FGA	NOFGA	[817-BBBB]	572
Non-Microsoft Application Software	Dell Applications Windows 10	GZXEOP0	[658-BBMR] [640-BBLW] [625-BBCL] [658-BDVK] [658-BBRB] [658-BEOK] [658-BEQP]	1003
Shipping Material	Mix Model 65W adapter + CML CPU	G2H18JT	[340-CTZW]	465
Processor Label	Intel® Core™ i5 Processor Label	GC9HPLR	[340-COTH]	749
Mouse	No Mouse	G8043UZ	[570-AADK]	12
Resource Media	No Resource USB Media	G5KFAU6	[430-XXYG]	50
ENERGY STAR	ENERGY STAR Qualified	G0OTKRS	[387-BBPI]	122
Transportation from ODM to region	Standard Shipment (VS)	G1IR983	[800-BBQK]	200080
EAN/UPC Labels	No UPC Label	G8WGTYN	[389-BCGW]	292
Additional Opticals	No Removable CD/DVD Drive	GDCPVR0	[429-AATO]	105
Chassis Options	5520 Laptop Bottom Door Integrated Graphics	G840FJK	[321-BGBG]	116
Windows AutoPilot	No Windows AutoPilot	GYEO2AP	[340-CKSZ]	291
EPEAT 2018	EPEAT 2018 Registered (Gold)	GBU8CHM	[379-BDZB] [975-3461] [997-8317]	200331
Service	3 Years ProSupport Plus with Next Business Day Onsite Service	PPN3	[997-8366] [997-8367] [997-8381] [997-8382] [997-8383] [997-8380]	29
Accidental Damage	No Accidental Damage Service	NOAD	[981-4619]	33
Dell Services; Asset Tagging - Standard	System Box Label	SYSBOX	[365-0538]	352

Dell Pro Briefcase 15 | PO1520C  
Sku [460-BCMU]

1

\$59.99

Premier Discount

\$18.99

\$41.00

Dell USB Slim DVD±RW drive - DW316 Sku [429-AAUQ]	1	\$59.99
Premier Discount		\$18.99
<hr/>		
		\$41.00
Non Taxable Amount		\$1,267.13
eQuote Subtotal		\$1,267.13
Shipping*		\$0.00
Shipping Discount*		\$0.00
<hr/>		
eQuote Total*		\$1,267.13

\*The eQuote total, including applicable taxes and additional fees, may be viewable online.

Let's connect.  

**Legal Disclaimer:** Please note that Dell cannot be responsible for pricing or other errors and reserves the right to cancel any orders arising from such errors. The amount of tax and shipping added to your order depends on where you have asked for the product to be shipped as well as on which products and/or services you've chosen to purchase. Your order is subject to Dell's Terms and Conditions of Sale which include a binding arbitration provision.

**Subscription Customers:** If your order includes a recurring billing subscription, you authorize Dell to charge your payment method on file on a recurring basis. You may opt out of automatic renewal or update payment information at any time through the web portal used to manage your subscription. Offer specific subscription terms for details ([Commercial](#); [Consumer](#)).

[Privacy Policy](#) | [Terms and Conditions](#) | [Dell.com](#)  
© Dell Inc. U.S. only. Dell Inc. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

**From:** Dell (please do not reply) on behalf of Dell Inc.  
**To:** [vlachney@co.jefferson.tx.us](mailto:vlachney@co.jefferson.tx.us)  
**Subject:** Dell Computer - Saved Quote Information -3000086897487  
**Date:** Thursday, May 27, 2021 4:30:58 PM

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2

You have saved an eQuote 3000086897487

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 This will be held for 60 days and will expire on 07/26/2021

Your eQuote has been sent to:

Emailed to: [vlachney@co.jefferson.tx.us](mailto:vlachney@co.jefferson.tx.us)  
[vlachney@co.jefferson.tx.us](mailto:vlachney@co.jefferson.tx.us)

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Click on "Quotes" in the top menu bar and search for eQuote number 3000086897487

eQuote Name	DRC-Kara
Saved By	<a href="mailto:vlachney@co.jefferson.tx.us">vlachney@co.jefferson.tx.us</a>
eQuote Description	
Authorized Buyer	
Notes/Comments	
Account Name	Jefferson County
Contract Code	C000000006841

#### Shipping Info

Vanessa Lachney  
 1149 Pearl St  
 Ste 6th  
 Beaumont, TX 77701-3634  
 (409) 835-8447

#### Billing Info

ACCOUNTS PAYABLE  
 AUDITORS OFFICE  
 1149 PEARL ST 7TH FL  
 BEAUMONT, TX 77701-3635

#### eQuote Summary

Description	Quantity	Unit Price	Subtotal
OptiPlex 5090 Small Form Factor	3	\$744.51	\$2,233.53
Dell 24" Monitor - P2419H	3	\$170.00	\$510.00
CUS,SPKR,5V,ZLX,AC511M,WW	3	\$30.00	\$90.00

Non Taxable Amount	\$2,833.53
eQuote Subtotal	\$2,833.53
Shipping*	\$0.00
Shipping Discount*	\$0.00
<b>eQuote Total*</b>	<b>\$2,833.53</b>

\*The eQuote total, including applicable taxes and additional fees, may be viewable online.

Note: Your order may contain one or more items which are billed on a recurring basis. See Important Notes for details on your specific offering and, for customers with auto-renewing subscriptions, how to turn off automatic renewal.

## eQuote Details

Description	Quantity	Price
rcrc1288351-6122276   OptiPlex 5090 Small Form Factor	3	\$4,494.00
<b>Premier Discount</b>		<b>\$2,260.47</b>
(Unit Price after discount: \$744.51 ea.)		<b>\$2,233.53</b>

Module	Description	Product Code	Sku	ID
OptiPlex 5090 Small Form Factor	OptiPlex 5090 Small Form Factor XCTO	GRHF5GM	[210-AYSC]	1
Processor	10th Generation Intel® Core™ i5-10500 (6-Core, 12MB Cache, 3.1GHz to 4.5GHz, 65W)	GNIT621	[338-BVCB]	146
Operating System	Windows 10 Pro English, French, Spanish	GF48XA1	[619-AHKN]	11
Microsoft Application Software	No Microsoft Office License Included-30 day Trial Offer Only	GC70FJV	[658-BCSB]	1002
Dell Endpoint Security	VMware Carbon Black Cloud Endpoint Standard NGAV, B-EDR, w/Dell ProSupport 3 Year	G59W0IY	[528-CHEB]	593
Memory	8GB ,1x8GB, DDR4 non ECC memory	GA61EWF	[370-AGFP]	3
Hard Drive	M.2 128GB PCIe NVMe Class 35 Solid State Drive	G0R1UWT	[400-BEUY] [773-BBBC] [412-AAQT]	8
Additional Hard Drive	No Additional Hard Drive	G780XKR	[401-AANH]	637
Video Card	Intel® Integrated Graphics	GZQDA24	[490-BBFG]	6
Chassis Options	OptiPlex 5090 Small Form Factor with 200W up to 85% efficient Power Supply (80Plus Bronze), DAO, BCC	GA203GP	[329-BFHS]	116
Power Cord	System Power Cord (US)	GA5894N	[450-AAOJ]	20
Optical Drive	8x DVD+/-RW 9.5mm ODD	GZY3O28	[429-ABFH]	16

Optical Software	Cyberlink Media Suite Essentials for Windows 10 and DVD drive (without Media)		[325-BDSH]	
Additional Storage Devices - Media Reader	No Media Card Reader Selected	GW2K1D6	[379-BBHM]	10
Wireless	No Wireless LAN Card (no WiFi enablement)	GE7Y41P	[555-BBFO]	19
Wireless Driver	No Wireless Driver (No WiFi enablement)	GQMKF4C	[340-AFMQ]	7
Chassis Intrusion Switch	Chassis Intrusion Switch - SFF	GA6RJ41	[461-AAEE]	289
Stands and Mounts	No Stand Option	GJ05ZSE	[575-BBBI]	558
Adapter	No Additional Cable	GIX0L8M	[379-BBCY]	592
Serial Port Adapter	No Parallel or Serial Port	GVEYOQ7	[492-BBFF]	698
Add-in Cards	No Additional Add In Cards	GNV4J7Q	[382-BBHX]	583
Additional Video Ports	No Additional Video Ports	GWFXAL0	[492-BCKH]	495
Keyboard	Dell Pro Wireless Keyboard and Mouse - KM5221W - English	GX0V4JP	[580-AJJG]	4
Mouse	No Mouse Selected	GKJD14Q	[570-AAAF]	12
Back Cover	No Cable Cover	GDT2C7Z	[325-BCZQ]	376
External Speakers	No External Speaker	GTNM7E2	[817-BBBC]	200095
Software Stack	Dell Applications Windows 10 with Dell Optimizer	GIG5KLR	[658-BBMR] [640-BBLW] [525-BBCL] [658-BBRB] [658-BEOK] [658-BEOP]	1003
Operating System Recovery Options	OS-Windows Media Not Included	GLA9OQJ	[620-AALW]	200013
ENERGY STAR	ENERGY STAR Qualified	G6J34SM	[387-BBLW]	122
Documentation	Safety/Environment and Regulatory Guide (English/French Multi-language)	G7RB0GY	[340-AGIK]	21
System Monitoring Options	Dell Watchdog Timer	G4B5QX3	[379-BEKK]	39
Placemat	Quick Setup Guide 5090 SFF	GEW6JOK	[340-CVFR]	60
Order Information	US No Canada Ship Charge	G3IA0L8	[332-1286]	111
EAN/UPC Labels	No UPC Label	G8WGTYN	[389-BCGW]	292
Bios for TPM	Trusted Platform Module (Discrete TPM Enabled)	GJMDKT6	[329-BBJL]	297
Shipping Material	Shipping Material for SFF (DAO)	GDKR04V	[340-CQYR] [389-BBUU]	465
Label	MOD,LBL,REG,SFF,JSD2,200,5090[1]	GFU7P0W	[389-DZDJ]	676
Hard Drive Cables and Brackets	M.2 Caddy	GGPQ1ML	[575-BBKX]	705
Processor Label	Intel® Core™ i5 Processor Label	GES6Q9A	[340-CNBJ]	749
Transportation from ODM to region	Standard shipment	GQT8IGC	[800-BBIO]	200080
Protect Your New PC	No Anti-Virus Software	GD4K19S	[650-AAAM]	1014
FGA Module	No FGA	NOFGA	[817-BBBB]	572
Speakers	Speaker for Tower and SFF	GR068XC	[520-AARD]	18
Windows AutoPilot	No Windows AutoPilot	GYEO2AP	[340-CKSZ]	291
EPEAT 2018	EPEAT 2018 Registered (Silver)	GTZOE2H	[379-BDTO]	200331
Systems Management	No Out-of-Band Systems Management	GAJK4ZT	[631-ACXZ]	49
Shipping Box Labels - Standard	System Box Label	SYSBOX	[365-0538]	200423
Hardware Support Services	3 Years Hardware Service with Onsite/In-Home Service After Remote Diagnosis	NBD3	[804-9043] [804-9044]	29

rcrc1288351-5999424   Dell 24" Monitor - P2419H	3	\$899.97
<b>Premier Discount</b>		<b>\$389.97</b>
(Unit Price after discount: \$170.00 ea.)		<hr/> \$510.00

Module	Description	Product Code	Sku	ID
Dell 24 Monitor - P2419H	Dell 24 Monitor - P2419H	G9GBOOP	[210-AQDX]	1
Hardware Support Services	3 Years Advanced Exchange Service	G2V0K68	[814-5380] [814-5381]	29

CUS,SPKR,5V,ZLX,AC511M,WW Sku [rcrc1288351-5999422]	3	\$134.97
<b>Premier Discount</b>		<b>\$44.97</b>
(Unit Price after discount: \$30.00 ea.)		<hr/> \$90.00

Non Taxable Amount	\$2,833.53
eQuote Subtotal	\$2,833.53
Shipping*	\$0.00
Shipping Discount*	\$0.00
 <b>eQuote Total*</b>	 <b>\$2,833.53</b>

\*The eQuote total, including applicable taxes and additional fees, may be viewable online.

Let's connect.  

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Dell Inc. U.S. only. Dell Inc. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

HAROLD L. DOUCET, JR.  
CONSTABLE PRECINCT EIGHT  
525 LAKESHORE DRIVE  
PORT ARTHUR, TX 77640  
409-983-8311 FAX 409-983-8303  
E-mail jcp8@co.jefferson.tx.us



WILLIE JANE BRISCOE  
Senior Office Specialist

July 28, 2021

Jefferson County Commissioner's Court  
Jefferson County Courthouse  
1149 Pearl Street  
Beaumont, Texas 77701

Honorable Judge and Commissioners:

Please transfer \$2,387.10 from the following accounts:

Move \$1000.00 from 120-3072-425-4011 equipment -misc)  
\$500 from 120-3072-425-4052 (postage), and \$888.00 from 120-3072-425-5062 (travel)

Move to \$2,388.00 120-3072-425-3084.

Your consideration in this matter is greatly appreciated.

Thanks,

*Harold L. Doucet, Jr.*

Harold L. Doucet, Jr.

HLD: wjb

**TND WORKWEAR CO**  
 5550 EASTEX FRWY., SUITE L  
 BEAUMONT, TX 77708  
 USA

Voice: (409) 892-7836  
 Fax: (409) 892-7826

# QUOTATION

Quote Number: DONALD JACKSON  
 Quote Date: Jul 27, 2021  
 Page: 1

**Quoted To:**

JEFFERSON CO PCT-8  
 525 LAKSHORE DRIVE  
 PORT ARTHUR, TX 77640

RECEIVED  
 EDDIE J. COLLINS  
 7/28/2021  
 CONSTABLE PCT-8  
 JEFFERSON COUNTY, TX

Customer ID	Good Thru	Payment Terms	Sale Rep
JEFFERSON CO PCT-8	8/26/21	Net 30 Days	S/

Quantity	Item	Description	Unit Price	Amount
3.00	02 B2-1 BAL & STP	B2-1 BALLASTIC AND STP	678.75	2,036.25
3.00	190556254191	V4114B NAVY BODYSHLD	116.95	350.85

acct # 120-3072-425-3084  
 ok  
 H. L. Doucet, Jr.

**H. L. DOUCET, JR.  
 CONSTABLE PCT. #8  
 JEFFERSON COUNTY**

Subtotal	2,387.10
Sales Tax	
Freight	
<b>TOTAL</b>	<b>2,387.10</b>

NAME

AMOUNT

CHECK NO.

TOTAL

## JURY FUND

TRI-CITY COFFEE SERVICE (USE 210976)  
DAWN DONUTS130.65  
52.50485066  
485148

183.15\*\*

## ROAD &amp; BRIDGE PCT. #1

RB EVERETT & COMPANY, INC.  
GULF COAST SCREW & SUPPLY  
M&D SUPPLY  
VERIZON WIRELESS  
UNITED STATES POSTAL SERVICE  
ADVANCE AUTO PARTS  
SHOPPA'S FARM SUPPLY  
FUNCTION 4 LLC  
FUNCTION 4 LLC2,600.00  
270.96  
51.73  
75.98  
1.20  
290.67  
238.80  
31.00  
31.00485009  
485014  
485028  
485083  
485085  
485134  
485144  
485156  
485160

3,591.34\*\*

## ROAD &amp; BRIDGE PCT. #2

SPIDLE & SPIDLE  
EASTEX RUBBER & GASKET  
MUNRO'S  
LOWE'S HOME CENTERS, INC.  
BUMPER TO BUMPER  
JONES TRAILER SALES  
PURVIS BEARING SERVICE  
TRANSIT & LEVEL CLINIC LLC  
FUNCTION 4 LLC  
FUNCTION 4 LLC2,826.65  
79.15  
20.00  
236.55  
319.14  
3,040.00  
169.79  
625.95  
31.00  
31.00484999  
485007  
485032  
485092  
485101  
485106  
485109  
485150  
485156  
485160

7,379.23\*\*

## ROAD &amp; BRIDGE PCT. # 3

DYNAMIC POWER SYSTEM, INC.  
ENTERGY  
MUNRO'S  
PORT ARTHUR NEWS, INC.  
AT&T  
W. JEFFERSON COUNTY M.W.D.  
VERIZON WIRELESS  
ASCO  
FUNCTION 4 LLC  
FUNCTION 4 LLC581.64  
248.90  
23.85  
34.50  
78.84  
32.39  
37.99  
827.09  
62.00  
62.00485005  
485015  
485032  
485042  
485055  
485069  
485083  
485136  
485156  
485160

1,989.20\*\*

## ROAD &amp; BRIDGE PCT. #4

CITY OF BEAUMONT - WATER DEPT.  
RB EVERETT & COMPANY, INC.  
GULF COAST SCREW & SUPPLY  
ENTERGY  
MUNRO'S  
OIL CITY TRACTORS, INC.  
JASON'S DELI  
LD CONSTRUCTION  
SILSBE FORD INC  
FUNCTION 4 LLC  
FUNCTION 4 LLC  
WC TRACTOR - BEAUMONT  
GULF COAST25.54  
1,262.04  
15.29  
1,111.50  
187.79  
30.63  
2,863.60  
194.46  
130.38  
52.00  
52.00  
750.29  
623.58485003  
485009  
485014  
485015  
485032  
485037  
485075  
485115  
485141  
485156  
485160  
485169  
485174

7,299.10\*\*

## ENGINEERING FUND

FUNCTION 4 LLC  
FUNCTION 4 LLC62.00  
62.00485156  
485160

124.00\*\*

## PARKS &amp; RECREATION

ENTERGY  
SANITARY SUPPLY, INC.  
LOWE'S HOME CENTERS, INC.  
COWBOY POWERSPORTS  
ALL-TERRAIN LAWN EQUIPMENT  
NORTHERN TOOL AND EQUIPMENT  
P&P RENTALS AND SUPPLY286.10  
255.87  
64.70  
1,075.15  
423.67  
579.19  
45.00485015  
485048  
485092  
485102  
485116  
485129  
485140

2,729.68\*\*

## GENERAL FUND

## TAX OFFICE

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	874.67	485036	
ACE IMAGEWEAR	38.61	485051	
UNITED STATES POSTAL SERVICE	671.48	485085	
ROCHESTER ARMORED CAR CO INC	378.40	485122	
NEMO-Q	260.00	485139	
ALLISON GETZ	129.88	485147	
FUNCTION 4 LLC	155.00	485156	
FUNCTION 4 LLC	155.00	485160	
			2,663.04*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	2.30	485085	
FUNCTION 4 LLC	31.00	485156	
FUNCTION 4 LLC	31.00	485160	
			64.30*
AUDITOR'S OFFICE			
OFFICE DEPOT	52.60	485036	
UNITED STATES POSTAL SERVICE	9.08	485085	
FUNCTION 4 LLC	31.00	485156	
FUNCTION 4 LLC	31.00	485160	
			18.48*
COUNTY CLERK			
OFFICE DEPOT	62.29	485036	
UNITED STATES POSTAL SERVICE	199.34	485085	
SIERRA SPRING WATER CO. - BT	92.83	485086	
FUNCTION 4 LLC	93.00	485156	
FUNCTION 4 LLC	93.00	485160	
			540.46*
COUNTY JUDGE			
JOHN E MACEY ATTORNEY AT LAW PLLC	500.00	485029	
OFFICE DEPOT	562.03	485036	
UNITED STATES POSTAL SERVICE	8.92	485085	
ROCKY LAUDERMILK	900.00	485093	
JAN GIROUARD & ASSOCIATES LLC	400.00	485151	
FUNCTION 4 LLC	31.00	485156	
FUNCTION 4 LLC	31.00	485160	
			2,432.95*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	7.53	485085	
FUNCTION 4 LLC	31.00	485156	
FUNCTION 4 LLC	31.00	485160	
			69.53*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	112.96	485085	
FUNCTION 4 LLC	62.00	485156	
FUNCTION 4 LLC	62.00	485160	
			236.96*
PRINTING DEPARTMENT			
CIT TECHNOLOGY FINANCING SERVICE	499.00	485114	
FUNCTION 4 LLC	350.00	485156	
FUNCTION 4 LLC	350.00	485160	
BOSWORTH PAPERS	131.40	485185	
			1,330.40*
PURCHASING DEPARTMENT			
UNITED STATES POSTAL SERVICE	1.20	485085	
FUNCTION 4 LLC	31.00	485156	
FUNCTION 4 LLC	31.00	485160	
			63.20*
GENERAL SERVICES			
ELECTRICAL SPECIALTIES, INC.	25.00	484997	
ADVANCED STAFFING	78.00	485071	
SAM'S CLUB DIRECT	116.20	485130	
BOSWORTH PAPERS	2,204.50	485185	
			2,423.70*
DATA PROCESSING			

NAME	AMOUNT	CHECK NO.	TOTAL
VERIZON WIRELESS	75.98	485083	
FUNCTION 4 LLC	31.00	485156	
FUNCTION 4 LLC	31.00	485160	
VOTERS REGISTRATION DEPT			137.98*
OFFICE DEPOT	48.03	485036	
UNITED STATES POSTAL SERVICE	214.30	485085	
FUNCTION 4 LLC	31.00	485156	
FUNCTION 4 LLC	31.00	485160	
ELECTIONS DEPARTMENT			324.33*
HART INTER CIVIC	286.78	485020	
OFFICE DEPOT	179.99	485036	
SIERRA SPRING WATER CO. - BT	46.41	485086	
FUNCTION 4 LLC	31.00	485156	
FUNCTION 4 LLC	31.00	485160	
DISTRICT ATTORNEY			575.18*
JIMMY D. HAMM	1,199.60	485018	
KIRKSEY'S SPRINT PRINTING	25.95	485026	
OFFICE DEPOT	1,932.04	485036	
TEXAS DISTRICT & COUNTY ATTY ASSN.	175.00	485064	
UNITED STATES POSTAL SERVICE	138.04	485085	
FUNCTION 4 LLC	515.00	485156	
FUNCTION 4 LLC	155.00	485160	
AMI CAROL MURPHY	800.00	485188	
DISTRICT CLERK			4,940.63*
OFFICE DEPOT	551.35	485036	
UNITED STATES POSTAL SERVICE	275.34	485085	
FUNCTION 4 LLC	31.00	485156	
FUNCTION 4 LLC	31.00	485160	
AERIALINK, LLC	123.95	485182	
CRIMINAL DISTRICT COURT			1,012.64*
RENE MULHOLLAND	2,177.65	485068	
UNITED STATES POSTAL SERVICE	.51	485085	
FUNCTION 4 LLC	62.00	485156	
FUNCTION 4 LLC	62.00	485160	
58TH DISTRICT COURT			2,302.16*
UNITED STATES POSTAL SERVICE	.43	485085	
FUNCTION 4 LLC	31.00	485156	
FUNCTION 4 LLC	31.00	485160	
60TH DISTRICT COURT			62.43*
UNITED STATES POSTAL SERVICE	.51	485085	
SIERRA SPRING WATER CO. - BT	40.90	485088	
FUNCTION 4 LLC	31.00	485156	
FUNCTION 4 LLC	31.00	485160	
136TH DISTRICT COURT			103.41*
OFFICE DEPOT	446.74	485036	
TERI DAIGLE, CSR, RPR	330.93	485076	
UNITED STATES POSTAL SERVICE	8.98	485085	
FUNCTION 4 LLC	31.00	485156	
FUNCTION 4 LLC	31.00	485160	
172ND DISTRICT COURT			848.65*
FUNCTION 4 LLC	31.00	485156	
FUNCTION 4 LLC	31.00	485160	
252ND DISTRICT COURT			62.00*

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	66.98	485085	
JAMES R. MAKIN, P.C.	901.02	485125	
WILLIAM MARCUS WILKERSON	1,758.75	485131	
M.K. HAMZA, PHD, P.A.	1,200.00	485132	
FUNCTION 4 LLC	62.00	485156	
FUNCTION 4 LLC	62.00	485160	
279TH DISTRICT COURT			4,050.75*
DAVID GROVE	870.00	485000	
ANITA F. PROVO	137.50	485045	
CHARLES ROJAS	350.00	485074	
JOEL WEBB VAZQUEZ	150.00	485100	
TONYA CONNELL TOUPS	110.00	485111	
JONATHAN L. STOVALL	330.00	485124	
MATUSKA LAW FIRM	350.00	485143	
FUNCTION 4 LLC	31.00	485156	
FUNCTION 4 LLC	31.00	485160	
317TH DISTRICT COURT			2,359.50*
ANITA F. PROVO	500.00	485045	
NATHAN REYNOLDS, JR.	150.00	485046	
CHARLES ROJAS	450.00	485074	
JONATHAN L. STOVALL	150.00	485124	
FUNCTION 4 LLC	31.00	485156	
FUNCTION 4 LLC	31.00	485160	
JUSTICE COURT-PCT 1 PL 1			1,312.00*
UNITED STATES POSTAL SERVICE	83.10	485085	
FUNCTION 4 LLC	31.00	485156	
FUNCTION 4 LLC	31.00	485160	
JUSTICE COURT-PCT 1 PL 2			145.10*
UNITED STATES POSTAL SERVICE	.71	485085	
FUNCTION 4 LLC	31.00	485156	
FUNCTION 4 LLC	31.00	485160	
JUSTICE COURT-PCT 2			62.71*
POSTMASTER	1,834.00	485043	
TEXAS STATE UNIVERSITY SAN MARS	50.00	485054	
JUSTICE COURT-PCT 4			1,884.00*
FUNCTION 4 LLC	31.00	485156	
FUNCTION 4 LLC	31.00	485160	
JUSTICE COURT-PCT 6			62.00*
UNITED STATES POSTAL SERVICE	33.80	485085	
FUNCTION 4 LLC	31.00	485156	
FUNCTION 4 LLC	31.00	485160	
JUSTICE COURT-PCT 7			95.80*
OFFICE DEPOT	436.05	485036	
AT&T	34.98	485055	
JUSTICE OF PEACE PCT. 8			471.03*
UNITED STATES POSTAL SERVICE	11.13	485085	
FUNCTION 4 LLC	31.00	485156	
FUNCTION 4 LLC	31.00	485160	
COUNTY COURT AT LAW NO.1			73.13*
SIERRA SPRING WATER CO. - BT	67.91	485087	
FUNCTION 4 LLC	31.00	485156	
FUNCTION 4 LLC	31.00	485160	
COUNTY COURT AT LAW NO. 2			129.91*

NAME	AMOUNT	CHECK NO.	TOTAL
JOHN E MACEY ATTORNEY AT LAW PLLC	300.00	485029	
OFFICE DEPOT	299.99	485036	
MARVA PROVO	250.00	485044	
CHARLES ROJAS	550.00	485074	
UNITED STATES POSTAL SERVICE	9.84	485085	
ANTOINE FREEMAN	650.00	485112	
ANITA U SEPEDA	100.00	485121	
WILLIAM MARCUS WILKERSON	250.00	485131	
FUNCTION 4 LLC	31.00	485156	
FUNCTION 4 LLC	31.00	485160	
COUNTY COURT AT LAW NO. 3			2,471.83*
THOMAS J. BURBANK PC	1,000.00	485002	
MARVA PROVO	1,150.00	485044	
UNITED STATES POSTAL SERVICE	6.07	485085	
SIERRA SPRING WATER CO. - BT	5.99	485089	
ANTOINE FREEMAN	450.00	485112	
TURK LAW FIRM	650.00	485133	
FUNCTION 4 LLC	31.00	485156	
FUNCTION 4 LLC	31.00	485160	
THE MAYO LAW FIRM PLLC	250.00	485161	
THE SAMUEL FIRM, PLLC	500.00	485171	
COURT MASTER			4,074.06*
UNITED STATES POSTAL SERVICE	.51	485085	
FUNCTION 4 LLC	31.00	485156	
FUNCTION 4 LLC	31.00	485160	
MEDIATION CENTER			62.51*
TRI-CITY COFFEE SERVICE(USE 210976)	97.45	485066	
UNITED STATES POSTAL SERVICE	.43	485085	
UNIVERSITY OF TEXAS SCHOOL OF LAW	75.00	485126	
FUNCTION 4 LLC	31.00	485156	
FUNCTION 4 LLC	31.00	485160	
COMMUNITY SUPERVISION			234.88*
FUNCTION 4 LLC	124.00	485156	
FUNCTION 4 LLC	124.00	485160	
SHERIFF'S DEPARTMENT			248.00*
EQUINE MEDICINE & SURGERY	55.00	485008	
FED EX	57.18	485010	
HARBOR FREIGHT TOOLS	101.28	485019	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	3,183.00	485022	
KIRKSEY'S SPRINT PRINTING	24.95	485026	
OFFICE DEPOT	851.12	485036	
AT&T	289.83	485055	
UNITED STATES POSTAL SERVICE	888.90	485085	
GALLS LLC	76.00	485146	
FUNCTION 4 LLC	310.00	485156	
FUNCTION 4 LLC	310.00	485160	
THE MONOGRAM SHOP	75.00	485162	
CRIME LABORATORY			6,222.26*
FED EX	34.32	485011	
SANITARY SUPPLY, INC.	116.29	485048	
HENRY SCHEIN, INC.	231.06	485049	
VERIZON WIRELESS	37.99	485082	
CERILLIANT	183.80	485095	
FUNCTION 4 LLC	31.00	485156	
FUNCTION 4 LLC	31.00	485160	
JAIL - NO. 2			665.46*
MARK'S PLUMBING PARTS	1,471.24	484996	
ECOLAB	2,928.30	485006	
W.W. GRAINGER, INC.	452.63	485013	

NAME	AMOUNT	CHECK NO.	TOTAL
CASH ADVANCE ACCOUNT	624.82	485024	
M&D SUPPLY	133.71	485028	
OFFICE DEPOT	363.01	485036	
SHERWIN-WILLIAMS	782.10	485052	
AT&T	1,044.07	485055	
ULINE SHIPPING SUPPLY SPECIALISTS	440.44	485067	
WHOLESALE ELECTRIC SUPPLY CO.	103.21	485070	
SHI GOVERNMENT SOLUTIONS, INC.	263.58	485090	
LOWE'S HOME CENTERS, INC.	716.29	485092	
WORLD FUEL SERVICES	2,238.09	485117	
CONSTELLATION NEWENERGY - GAS DIVISION	1,741.03	485135	
MATERA PAPER COMPANY INC	297.16	485138	
GALLS LLC	47.45	485146	
FUNCTION 4 LLC	217.00	485156	
FUNCTION 4 LLC	217.00	485160	
THE MONOGRAM SHOP	6.00	485162	
TRINITY SERVICES GROUP INC	28,516.01	485173	
EPIC BUSINESS ESSENTIALS, LLC	77.66	485178	
SHAVER FOODS LLC	1,698.25	485183	
VERMILION PARISH POLICE JURY	1,054.34	485186	
ALPHAGRAPHICS	535.12	485187	
JUVENILE PROBATION DEPT.			45,968.51*
OFFICE DEPOT	51.11	485036	
LARONDA TURNER	108.08	485038	
VERIZON WIRELESS	53.83	485083	
UNITED STATES POSTAL SERVICE	11.70	485085	
FUNCTION 4 LLC	93.00	485156	
FUNCTION 4 LLC	93.00	485160	
JUVENILE DETENTION HOME			410.72*
OFFICE DEPOT	283.35	485036	
FLOWERS FOODS	79.55	485097	
BEN E KEITH FOODS	2,499.04	485099	
FUNCTION 4 LLC	31.00	485156	
FUNCTION 4 LLC	31.00	485160	
CONSTABLE PCT 1			2,923.94*
OFFICE DEPOT	534.49	485036	
VERIZON WIRELESS	227.94	485083	
UNITED STATES POSTAL SERVICE	80.13	485085	
COASTAL BUSINESS FORMS	307.50	485137	
ENGINEERING INNOVATION	300.01	485152	
FUNCTION 4 LLC	31.00	485156	
FUNCTION 4 LLC	31.00	485160	
CONSTABLE-PCT 2			1,512.07*
OFFICE DEPOT	53.30	485036	
VERIZON WIRELESS	113.97	485083	
CONSTABLE-PCT 4			167.27*
VERIZON WIRELESS	113.97	485083	
FUNCTION 4 LLC	31.00	485156	
FUNCTION 4 LLC	31.00	485160	
CONSTABLE-PCT 6			175.97*
VERIZON WIRELESS	113.97	485083	
UNITED STATES POSTAL SERVICE	4.76	485085	
FUNCTION 4 LLC	31.00	485156	
FUNCTION 4 LLC	31.00	485160	
CONSTABLE PCT. 7			180.73*
CASH ADVANCE ACCOUNT	83.00	485024	
VERIZON WIRELESS	113.97	485083	
CONSTABLE PCT. 8			196.97*

NAME	AMOUNT	CHECK NO.	TOTAL
GT DISTRIBUTORS, INC.	496.92	485012	
OFFICE DEPOT	59.37	485036	
TAC - TEXAS ASSN. OF COUNTIES	60.00	485058	
VERIZON WIRELESS	113.97	485083	
FUNCTION 4 LLC	31.00	485156	
FUNCTION 4 LLC	31.00	485160	
COUNTY MORGUE			792.26*
PROCTOR'S MORTUARY INC	13,200.00	485118	
AGRICULTURE EXTENSION SVC			13,200.00*
FUNCTION 4 LLC	31.00	485156	
FUNCTION 4 LLC	31.00	485160	
HEALTH AND WELFARE NO. 1			62.00*
ENTERGY	70.00	485017	
PETTY CASH - N C WELFARE	81.00	485039	
UNITED STATES POSTAL SERVICE	57.29	485085	
RACHEL DRAGULSKI	21.28	485094	
BONNIE SWAIN	22.40	485120	
FUNCTION 4 LLC	62.00	485156	
FUNCTION 4 LLC	62.00	485160	
CENTERPOINT ENERGY RESOURCES	70.00	485164	
HEALTH AND WELFARE NO. 2			445.97*
OFFICE DEPOT	64.90	485036	
AT&T	34.98	485055	
UNITED STATES POSTAL SERVICE	43.23	485085	
FUNCTION 4 LLC	62.00	485156	
FUNCTION 4 LLC	62.00	485160	
NURSE PRACTITIONER			267.11*
FUNCTION 4 LLC	31.00	485156	
FUNCTION 4 LLC	31.00	485160	
SERVET MUHITTIN SATIR	1,000.00	485189	
CHILD WELFARE UNIT			1,062.00*
J.C. PENNEY'S	1,758.15	485091	
ROSS DRESS FOR LESS, INC.	5,463.88	485103	
ENVIRONMENTAL CONTROL			7,222.03*
AT&T	34.92	485055	
TEXAS ENVIRONMENTAL HEALTH ASSN.	400.00	485065	
FUNCTION 4 LLC	31.00	485156	
FUNCTION 4 LLC	31.00	485160	
INDIGENT MEDICAL SERVICES			496.92*
OFFICE DEPOT	1,439.04	485036	
VERIZON WIRELESS	40.25	485083	
MAINTENANCE-BEAUMONT			1,479.29*
CITY OF BEAUMONT - WATER DEPT.	14,877.27	485003	
W.W. GRAINGER, INC.	107.21	485013	
ENTERGY	6,746.72	485015	
ENTERGY	33,858.75	485016	
RITTER @ HOME	63.95	485047	
ACE IMAGEWEAR	203.70	485051	
AT&T	245.23	485055	
FUNCTION 4 LLC	31.00	485156	
FUNCTION 4 LLC	31.00	485160	
FLOOR CARE & INTERIOR	100.00	485163	
METAL DEPOT ORANGE LLC	167.63	485177	
MAINTENANCE-PORT ARTHUR			56,432.46*

NAME	AMOUNT	CHECK NO.	TOTAL
CITY OF PORT ARTHUR - WATER DEPT.	632.87	485004	
AT&T	1,459.28	485055	
TIME WARNER COMMUNICATIONS	101.72	485061	
PARKER LUMBER	118.43	485119	
FUNCTION 4 LLC	93.00	485156	
FUNCTION 4 LLC	93.00	485160	
			2,498.30*
MAINTENANCE-MID COUNTY			
ACE IMAGEWEAR	36.49	485051	
FUNCTION 4 LLC	31.00	485156	
FUNCTION 4 LLC	31.00	485160	
			98.49*
SERVICE CENTER			
PHILPOTT MOTORS, INC.	275.45	485040	
JEFFERSON CTY. TAX OFFICE	7.50	485077	
JEFFERSON CTY. TAX OFFICE	7.50	485078	
JEFFERSON CTY. TAX OFFICE	7.50	485079	
JEFFERSON CTY. TAX OFFICE	7.50	485080	
JEFFERSON CTY. TAX OFFICE	7.50	485081	
FUNCTION 4 LLC	31.00	485156	
FUNCTION 4 LLC	31.00	485160	
THIS GUYS TOOLS, LLC	30.75	485170	
			405.70*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	10.76	485085	
FUNCTION 4 LLC	62.00	485156	
FUNCTION 4 LLC	62.00	485160	
			134.76*
			180,970.83**
MOSQUITO CONTROL FUND			
JACK BROOKS REGIONAL AIRPORT	425.33	485023	
M&D SUPPLY	34.53	485028	
MUNRO'S	116.09	485032	
OFFICE DEPOT	1.41	485036	
TEXAS DEPARTMENT OF AGRICULTURE	75.00	485149	
FUNCTION 4 LLC	31.00	485156	
FUNCTION 4 LLC	31.00	485160	
O'REILLY AUTO PARTS	278.39	485166	
CY-FAIR TIRE	16.50	485172	
			1,009.25**
FEMA EMERGENCY			
PARKER LUMBER	2,371.98	485119	
FAMILY GROUP CONFERENCING			2,371.98**
FUNCTION 4 LLC	31.00	485156	
FUNCTION 4 LLC	31.00	485160	
			62.00**
SECURITY FEE FUND			
GALLS LLC	58.92	485146	
LAW LIBRARY FUND			58.92**
FUNCTION 4 LLC	31.00	485156	
FUNCTION 4 LLC	31.00	485160	
			62.00**
EMPG GRANT			
PORT ARTHUR NEWS, INC.	650.00	485041	
FUNCTION 4 LLC	31.00	485156	
FUNCTION 4 LLC	31.00	485160	
			712.00**
JUVENILE PROB & DET. FUND			
VERIZON WIRELESS	70.88	485083	
GRANT A STATE AID			70.88**

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT YOUTH ADVOCATE PROGRAM	220.08 4,996.25	485036 485108	5,216.33**
COMMUNITY SUPERVISION FND			
KIRKSEY'S SPRINT PRINTING	24.95	485026	
OFFICE DEPOT	471.73	485036	
TIME WARNER COMMUNICATIONS	147.91	485062	
VERIZON WIRELESS	32.90	485083	
UNITED STATES POSTAL SERVICE	48.56	485085	
JCCSC	601.00	485123	
SAM'S CLUB DIRECT	79.29	485130	
JEFF. CO. WOMEN'S CENTER			1,406.34**
A&A ELECTRIC CO OF BEAUMONT INC	118.10	484995	
AIR COMFORT, INC.	641.86	484998	
ENTERGY	1,981.97	485015	
M&D SUPPLY	29.51	485028	
MARKET BASKET	40.55	485030	
KIM MCKINNEY, LPC, LMFT	375.00	485031	
SYSKO FOOD SERVICES, INC.	1,372.32	485057	
VERIZON WIRELESS	16.43	485083	
BEN E KEITH FOODS	1,066.91	485098	
ROCHESTER ARMORED CAR CO INC	125.83	485122	
SAM'S CLUB DIRECT	258.24	485130	
MATERA PAPER COMPANY INC	413.07	485138	
FUNCTION 4 LLC	62.00	485156	
FUNCTION 4 LLC	62.00	485160	
DWI PRETRIAL DIVERSION			6,563.79**
CLASSIC FORMS AND PRODUCTS	501.10	485096	
MISDEMEANOR PRE-TRIAL			501.10**
BOSWORTH PAPERS	443.25	485185	
COMMUNITY CORRECTIONS PRG			443.25**
FUNCTION 4 LLC	31.00	485156	
FUNCTION 4 LLC	31.00	485160	
VETERAN'S PRE-TRIAL PROG.			62.00**
BOSWORTH PAPERS	443.25	485185	
DRUG DIVERSION PROGRAM			443.25**
FUNCTION 4 LLC	31.00	485156	
FUNCTION 4 LLC	31.00	485160	
LAW OFFICER TRAINING GRT			62.00**
OFFICE DEPOT	113.48	485036	
CONST. PCT 1 EDUCATION			113.48**
TAC - TEXAS ASSN. OF COUNTIES	230.00	485059	
UNCLAIMED FUNDS MGMT FUND			230.00**
EMERY CHARLES REESE	35.00	485191	
J.P. COURTROOM TECH. FUND			35.00**
VERIZON WIRELESS	227.96	485083	
TYLER TECHNOLOGIES INC	227,404.68	485175	
HOTEL OCCUPANCY TAX FUND			227,632.64**
MUNRO'S	192.37	485032	
TIME WARNER COMMUNICATIONS	120.58	485060	

NAME	AMOUNT	CHECK NO.	TOTAL
DISH NETWORK	122.65	485104	
JOSEPH SEMIEN	44.80	485105	
JESSIE DAVIS	76.16	485113	
FUNCTION 4 LLC	31.00	485156	
FUNCTION 4 LLC	31.00	485160	
CHAPMAN VENDING	50.65	485190	
CRIME LAB FUNDING CJD			669.21**
AGILENT TECHNOLOGIES	146.55	485001	
DISTRICT CLK RECORDS MGMT			146.55**
FUNCTION 4 LLC	62.00	485156	
FUNCTION 4 LLC	62.00	485160	
AIRPORT FUND			124.00**
JOHNSON CONTROLS, INC.	1,569.48	485025	
LOUIS' YAZOO SALES & SERVICE, LLC	49.90	485027	
MUNRO'S	81.65	485032	
OFFICE DEPOT	255.28	485036	
S.E. TEXAS BUILDING SERVICE	4,246.66	485053	
TIME WARNER COMMUNICATIONS	105.54	485063	
TRI-CITY COFFEE SERVICE (USE 210976)	204.60	485066	
VERIZON WIRELESS	37.99	485083	
UNITED STATES POSTAL SERVICE	.86	485085	
LOWE'S HOME CENTERS, INC.	99.09	485092	
RUTTY & MORRIS LLC	554.11	485107	
DELTA INDUSTRIAL SERVICE & SUPPLY	635.00	485127	
COUNTY HOME AND RANCH LP	14.99	485128	
ADVANCE AUTO PARTS	65.63	485134	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	40.11	485142	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	165.75	485145	
FUNCTION 4 LLC	62.00	485156	
FUNCTION 4 LLC	62.00	485160	
O'REILLY AUTO PARTS	45.20	485166	
M&R FLEET SERVICES, INC.	1,252.87	485167	
TITAN AVIATION FUELS	35,314.94	485168	
SURVIVAL AIR SYSTEMS	683.48	485180	
SE TX EMP. BENEFIT POOL			45,415.87**
EXPRESS SCRIPTS INC	122,486.66	485165	
UNITED HEALTHCARE SERVICES INC	111,715.02	485176	
BAY BRIDGE ADMINISTRATORS LLC	161,116.42	485184	
D. A. HOT CHECK FUND			395,318.10**
HERNANDEZ OFFICE SUPPLY, INC.	1,043.16	485021	
J C ASSISTANCE DISTRICT 4			1,043.16**
ENTERGY	8.70	485015	
CNTY & DIST COURT TECH FD			8.70**
VERIZON WIRELESS	227.94	485083	
MARINE DIVISION			227.94**
JACK BROOKS REGIONAL AIRPORT	45.98	485023	
RITTER @ HOME	42.97	485047	
SETZER HARDWARE, INC.	105.50	485050	
SUN COAST RESOURCES, INC.	14,685.24	485056	
COASTAL SPRINKLER COMPANY	2,680.00	485072	
ADVANCED SYSTEMS & ALARM SERVICES,	380.00	485073	
BUMPER TO BUMPER	50.81	485101	
THE DINGO GROUP-PETE JORGENSEN MARI	465.93	485110	
SILSBE FORD INC	1,753.88	485141	
WEST MARINE PRO	1,889.87	485179	
2020 PORT SECURITY GRANT			22,100.18**
NATIONAL ASSOC OF STATE BOATING LAW	32,000.00	485181	
			32,000.00**
			948,376.45***

**AGENDA ITEM****August 3, 2021**

Consider, possibly approve, receive and file the Audit and Management Letter for Jefferson Emergency Services District No. 1 pursuant to Texas Health & Safety Code Sec. 775.082.

**BENCKENSTEIN & OXFORD, L.L.P.**

Hubert Oxford, IV

ATTORNEYS AT LAW  
 BBVA COMPASS BANK BUILDING  
 3535 CALDER AVENUE, SUITE 300  
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 TELEPHONE: (409) 833-9182  
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hoxfordiv@benoxford.com

July 27, 2021

**Via Email:**

The Honorable Judge Branick  
 County Judge, Jefferson County, Texas  
 Jefferson County Courthouse  
 1149 Pearl Street  
 Beaumont, Texas 77701

Beaumont, Texas

Re: Jefferson County Emergency Services District No. 1  
 Annual Audit Report Filing

Dear Judge Branick and County Commissioners,

Attached, please find the 2019-2020 Audit and Management Letter for the Jefferson County Emergency Services District No. 1 (the “District”) that was presented and accepted at July 26, 2021 regular meeting. The District ask that you please accept this audit along with the Compiled Financial Statement that was presented to you on June 24, 2021.

On behalf of the District, we would like to thank you, the County Commissioners, and the County Auditor for working with the District to give us an extra month to secure the audit. The District’s Commissioners also asked that Commissioner Vernon Pierce receive special recognition for attending last night’s meeting to receive the audit. During the meeting Commissioner Pierce provided valuable thoughts and guidance.

Again, thank you for your patience and once you have had a chance to review the audit, we are happy to answer any questions.

Sincerely,

**BENCKENSTEIN & OXFORD, L.L.P.**

By: 

Hubert Oxford, IV

BENCKENSTEIN & OXFORD, L.L.P.

Hon. Jeff Branick  
July 27, 2021  
Page - 2 -

cc:

Honorable Vernon Pierce [vernonpierce@co.jefferson.tx.us](mailto:vernonpierce@co.jefferson.tx.us) and [pct1@co.jefferson.tx.us](mailto:pct1@co.jefferson.tx.us)  
Mr. Patrick Swain [pswain@co.jefferson.tx.us](mailto:pswain@co.jefferson.tx.us)  
Mr. Fred Jackson [fjackson@co.jefferson.tx.us](mailto:fjackson@co.jefferson.tx.us);  
Mr. John Johnson [jles53@gmail.com](mailto:jles53@gmail.com)

# Mitchell T. Fontenote

## Certified Public Accountant, Inc.

Board of Directors and Management  
Jefferson County Emergency Service District #1

In planning and performing our audit of the financial statements of the governmental activities and the aggregate remaining fund information of Jefferson County Emergency Service District #1 as of and for the year ended September 30, 2020, in accordance with auditing standards generally accepted in the United States of America, we considered Jefferson County Emergency Service District #1's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Jefferson County Emergency Service District #1's internal control. Accordingly, we do not express an opinion on the effectiveness of Jefferson County Emergency Service District #1's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore material weaknesses or significant deficiencies may exist that were not identified. However, as discussed below, we identified certain deficiencies in internal control that we consider to be material weaknesses and other deficiencies that we consider to be significant deficiencies.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis.

Our consideration of internal control was for the limited purpose described in the first paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses. Given these limitations during our audit, we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We did not identify any deficiencies in internal control that we consider to be significant deficiencies.

During our audit, we also became aware of the following deficiencies in internal control other than significant deficiencies or material weaknesses, and other matters that are opportunities for strengthening internal controls and operating efficiency:

- In several instances, check dates in QuickBooks did not match check dates on handwritten checks. Steps should be taken to ensure the general ledger and supporting documentation are in agreement.

We will review the status of these comments during our next audit engagement. We have already discussed many of these comments and suggestions with various governmental unit personnel, and we will be pleased to discuss them in further detail at your convenience, to perform any additional study of these matters, or to assist you in implementing the recommendations.

This communication is intended solely for the information and use of management, Board of Directors, others within Jefferson County Emergency Services District #1, and is not intended to be, and should not be, used by anyone other than these specified parties.

*Mitchell T. Fontenote CPA, Inc.*

Port Neches, Texas  
July 26, 2021

2428 Nall Street • Port Neches, Texas 77651  
Phone (409) 722-6300 • Fax (409) 722-6301  
MITCHELL@MTFCPAS.COM

**JEFFERSON COUNTY EMERGENCY  
SERVICE DISTRICT #1  
AUDITED FINANCIAL STATEMENTS  
FOR THE YEAR ENDING  
SEPTEMBER 30, 2020**

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# MITCHELL T. FONTENOTE

## CERTIFIED PUBLIC ACCOUNTANT

July 26, 2021

### INDEPENDENT AUDITORS' REPORT

Board of Directors and Management  
 Jefferson County Emergency Service District #1  
 Buna, Texas

We have audited the accompanying financial statements of the governmental activities and the aggregate remaining fund information of Jefferson County Emergency Service District #1, as of and for the year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

#### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

#### **Auditor's Responsibility**

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

#### **Opinions**

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and the aggregate remaining fund information of the Jefferson County Emergency Service District #1, as of September 30, 2020, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Jefferson County ESD#1

Page 2

July 26, 2021

**Other Matters**

*Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 3-6 and 19-20 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 financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

*Mitchell T. Fontenot CPA, Inc.*

**JEFFERSON COUNTY EMERGENCY SERVICE DISTRICT #1**  
**MANAGEMENT DISCUSSION AND ANALYSIS**  
**SEPTEMBER 30, 2020**

This section of Jefferson County Emergency Service District #1's annual financial report presents our discussion and analysis of the District's financial performance during the calendar year ended September 30, 2020. Please read it in conjunction with the District's financial statements, which follow this section.

**FINANCIAL HIGHLIGHTS**

- The District's total combined net position was \$404,210 at September 30, 2020.
- During the year, the District's expenses were \$4,655 less than the \$188,390 generated in taxes, other revenues for governmental activities.
- The general fund reported a fund balance this year of \$295,573. Of this, all \$295,573 is for unrestricted use by the District.

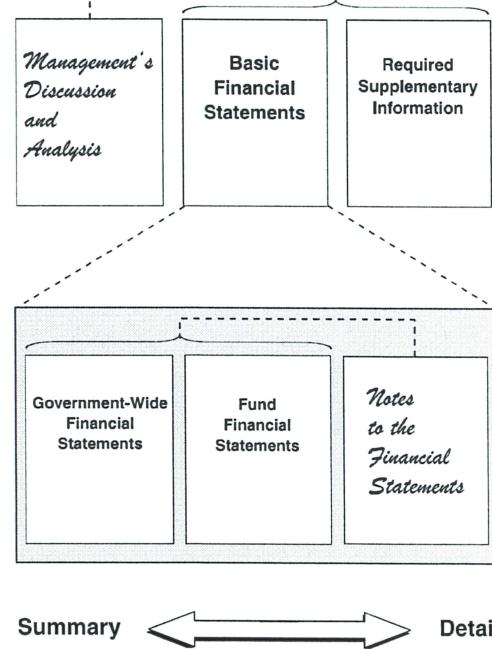
**OVERVIEW OF THE FINANCIAL STATEMENTS**

This annual report consists of three parts—*management's discussion and analysis* (this section), the *basic financial statements*, and *required supplementary information*. The basic financial statements include two kinds of statements that present different views of the District:

- The first two statements are *government-wide financial statements* that provide both *long-term* and *short-term* information about the District's overall financial status.
- The remaining statements are *fund financial statements* that focus on *individual parts* of the government, reporting the District's operations in more detail than the government-wide statement.
- *The governmental funds statements* tell how *general government* services were financed in the *short term* as well as what remains for future spending.

The financial statements also include notes that explain some of the information in the financial statements and provide more detailed data. The statements are followed by a section of *required supplementary information* that further explains and supports the information in the financial statements. Figure A-1 shows how the required parts of this annual report are arranged and related to one another.

**Figure A-1, Required Components of the District's Annual Financial Report**



**Government-wide Statements**

The government-wide statements report information about the District as a whole using accounting methods similar to those used by private-sector companies. The statement of net position includes all of the government's assets and liabilities. All of the current year's revenues and expenses are accounted for in the statement of activities regardless of when cash is received or paid. The two government-wide statements report the District's net position and how they have changed. Net position—the difference between the District's assets and liabilities—is one way to measure the District's financial health or *position*.

- Over time, increases or decreases in the District's net position is an indicator of whether its financial health is improving or deteriorating, respectively.

**JEFFERSON COUNTY EMERGENCY SERVICE DISTRICT #1**  
**MANAGEMENT DISCUSSION AND ANALYSIS**  
**SEPTEMBER 30, 2020**

- To assess the overall health of the District, one needs to consider additional nonfinancial factors such as changes in the District's tax base.

The government-wide financial statements of the District include the *Governmental activities*. Most of the District's basic services are included here, such as fire and emergency care. Property taxes finance most of these activities.

**Fund Financial Statements**

The fund financial statements provide more detailed information about the District's most significant *funds*—not the District as a whole. Funds are accounting devices that the District uses to keep track of specific sources of funding and spending for particular purposes.

- Some funds are required by State law and by bond covenants.
- The Commissioners can establish other funds to control and manage money for particular purposes or to show that it is properly using certain taxes and grants.

The District has the following kinds of funds:

- *Governmental funds*—Most of the District's basic services are included in governmental funds, which focus on (1) how *cash and other financial assets* that can readily be converted to cash flow in and out and (2) the balances left at year-end that are available for spending. Consequently, the governmental fund statements provide a detailed *short-term* view that helps you determine whether there are more or fewer financial resources that can be spent in the near future to finance the District's programs. Because this information does not encompass the additional long-term focus of the government-wide statements, we provide additional information at the bottom of the governmental funds statement, or on the subsequent page, that explain the relationship (or differences) between them.

**FINANCIAL ANALYSIS OF THE DISTRICT AS A WHOLE**

**Net Position.** The District's combined net position was \$404,210 at September 30, 2020. (See Table A-1).

**Table A-1**  
**JEFFERSON COUNTY EMERGENCY SERVICE DISTRICT #1**  
**Net Position**

	2020	2019
Current and Other Assets	\$ 307,440	\$ 284,604
Capital Assets	<u>126,800</u>	<u>169,945</u>
Total Assets	<u>434,240</u>	<u>454,549</u>
Current Liabilities	5,205	6,032
Longterm Liabilities	<u>24,825</u>	<u>48,962</u>
Total Liabilities	<u>30,030</u>	<u>48,962</u>
Net Position:		
Invested in Capital Assets Net of Related Debt	101,975	120,983
Unrestricted	<u>302,235</u>	<u>278,572</u>
Total Net Position	<u>\$ 404,210</u>	<u>\$ 399,555</u>

**JEFFERSON COUNTY EMERGENCY SERVICE DISTRICT #1**  
**MANAGEMENT DISCUSSION AND ANALYSIS**  
**SEPTEMBER 30, 2020**

Approximately \$101,975 of the District's net position represent investments in capital assets net of related debt. The \$302,235 of unrestricted net position represents resources available to fund the programs of the District next year.

**Changes in Net Position.** The District's total revenues were \$188,390. Property taxes make up 96 percent of total revenues.

The total cost of all programs and services was \$183,735; all costs are for fire and emergency medical services and governmental operations.

**Table A-2**  
**JEFFERSON COUNTY EMERGENCY SERVICE DISTRICT #1**  
**Changes in Net Position**

	<u>2020</u>	<u>2019</u>
General Revenues:		
Property Tax Revenue	\$ 180,946	\$ 166,868
Other	<u>7,444</u>	<u>19,193</u>
Total Revenue	<u>188,390</u>	<u>186,061</u>
Expenses:		
General Government	41,482	41,878
Fire and Emergency Services	<u>142,253</u>	<u>173,745</u>
Total Expenses	<u>183,735</u>	<u>215,623</u>
Increase (Decrease) in Net Assets	4,655	(29,562)
Net Position, Beginning	399,555	429,117
Net Position, Restated	<u>399,555</u>	<u>429,117</u>
Net Position, Ending	<u>\$ 404,210</u>	<u>\$ 399,555</u>

**Governmental Activities**

- Property tax rates were set at \$.029 per \$100 valuation.
- For taxes due on January 31, 2021 the District has maintained the rate to \$.029 per \$100 due to the continued increase in population in the Jefferson County Emergency Service District #1.
- The cost of all *governmental* activities this year was \$183,735.
- The amount that our taxpayers paid for these activities through property taxes was \$180,946.

**FINANCIAL ANALYSIS OF THE DISTRICT'S FUNDS**

The District continues to operate from a very conservative viewpoint due to a variety of issues. This is done to meet the emergency needs of the community. The District continues its deliberate and steady rehabilitation of old facilities and equipment and the purchase of new facilities and equipment to meet emergency needs.

**General Fund Budgetary Highlights**

On occasion, the District amends the budget, primarily due to increased costs associated with facilities upgrades. The fund balance, however, remains strong and sound.

**JEFFERSON COUNTY EMERGENCY SERVICE DISTRICT #1**  
**MANAGEMENT DISCUSSION AND ANALYSIS**  
**SEPTEMBER 30, 2020**

**CAPITAL ASSETS AND DEBT ADMINISTRATION**

**Capital Assets**

At the end of 2020, the District had invested \$126,800 in a broad range of capital assets, including land, equipment, buildings, and vehicles. (See Table A-3.) This amount represents a slight increase from last year.

**Table A-3**  
**JASPER COUNTY EMERGENCY SERVICE DISTRICT #1**  
**Capital Assets**

	<u>2020</u>	<u>2019</u>
Buildings	8,744	8,744
Equipment	212,613	212,613
Vehicles	457,967	457,966
<b>Total Capital Assets</b>	<b>679,324</b>	<b>679,323</b>
Less Accumulated Depreciation:		
Buildings	(2,141)	(1,892)
Equipment	(121,472)	(95,867)
Vehicles	(428,911)	(411,619)
<b>Total Accumulated Depreciation</b>	<b>(552,524)</b>	<b>(509,378)</b>
<b>Net Capital Assets</b>	<b>\$ 126,800</b>	<b>\$ 169,945</b>

**ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND RATES**

- The District projects to stay the course on projects and revenue and expenditure projections at the current time.
- Continued growth in the surrounding communities has increased tax revenue projections.
- The District is now receiving sales tax revenue that will be used to pay for a contract with Acadian Ambulance, a new fire engine, two substations, and other operating expenses.
- Ad valorem tax rates have been set to \$0.029 per \$100 valuation as of January 31, 2021.

These indicators were taken into account when adopting the general fund budget for 2021. Amounts available for appropriation in the general fund budget are up slightly due to increased revenues. Any expected increases in revenue from property taxes are allocated to increases in funding levels for facilities and equipment needs. Also, amounts are allocated for training of fire and EMS personnel expenditures continue to rise due to the expanding community needs. Currently, the District is able to fill all of its financial obligations from personnel to facilities and equipment.

If all revenue and expenditure estimates are realized in 2021, the District's fund balance is expected to continue to stay the same by the close of 2021.

**CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT**

This financial report is designed to provide our citizens, taxpayers, customers, and investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the money it receives. If you have questions about this report or need additional financial information, contact the District's Business Services Department.

**JEFFERSON COUNTY EMERGENCY SERVICE DISTRICT #1**  
**STATEMENT OF NET POSITION**  
**SEPTEMBER 30, 2020**

	Governmental Activities
<b>ASSETS:</b>	
Cash and Cash Equivalents	\$ 290,649
Taxes Receivable	16,791
Capital Assets:	
Buildings, Property, and Equipment, net	126,800
Total Assets	<u><u>\$ 434,240</u></u>
<b>LIABILITIES AND NET ASSETS:</b>	
Accounts Payable	\$ 5,205
Long-term notes payable	
Due within one year	24,825
Total Liabilities	<u><u>30,030</u></u>
Net Position	
Net invested in capital assets	101,975
Unrestricted	302,235
Total Net Position	<u><u>\$ 404,210</u></u>

The accompanying notes are an integral part of this financial statement.

**JEFFERSON COUNTY EMERGENCY SERVICE DISTRICT #1**  
**STATEMENT OF ACTIVITIES**  
**FOR THE YEAR ENDED SEPTEMBER 30, 2020**

<b>Primary Government</b>	<b>Program Revneues</b>			<b>Net (Expense) Revenue and Changes in Net Assets</b>
	<b>Expenses</b>	<b>Operating Charges for Services</b>	<b>Grants and Contributions</b>	<b>Governmental Activities</b>
<b>GOVERNMENTAL ACTIVITIES:</b>				
General Government	\$ 41,482	-	-	\$ (41,482)
Fire and Emergency Services	142,253	-	-	(142,253)
<b>Total Governmental Activities</b>	<b>183,735</b>	<b>-</b>	<b>-</b>	<b>(183,735)</b>
	Taxes, penalties, and interest			180,946
	Contributions and Grants			2,144
	Other Miscellaneous			5,300
	<b>Total General Revenues</b>			<b>188,390</b>
	Change in Net Position			4,655
	Net Position - Beginning			399,555
	<b>Net Position - Ending</b>			<b>\$ 404,210</b>

The accompanying notes are an integral part of this financial statement.

**JEFFERSON COUNTY EMERGENCY SERVICE DISTRICT #1**  
**BALANCE SHEET – GOVERNMENTAL FUNDS**  
**SEPTEMBER 30, 2020**

	Total Governmental Funds
<b>ASSETS:</b>	
Cash and Cash Equivalents	\$ 290,649
Taxes Receivable	16,791
Total Assets	<u><u>\$ 307,440</u></u>
<b>LIABILITIES AND FUND BALANCE:</b>	
Liabilities:	
Accounts Payable	\$ 5,205
Total Liabilities	<u><u>5,205</u></u>
Deferred Inflows of Resources:	
Unavailable Revenue - Property Tax	6,662
Deferred Inflows of Resources:	<u><u>6,662</u></u>
Fund Balance:	
Unassigned Fund Balance	295,573
Total Fund Balance	<u><u>\$ 295,573</u></u>

The accompanying notes are an integral part of this financial statement.

**JEFFERSON COUNTY EMERGENCY SERVICE DISTRICT #1**  
**RECONCILIATION OF THE GOVERNMENTAL FUNDS 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.	(24,825)
Recognition of deferred revenue as revenue increases net position	<u>6,662</u>
Total net position as reported on the Statement of Net Position for Governmental Activities.	<u><u>\$ 404,210</u></u>

The accompanying notes are an integral part of this financial statement.

**JEFFERSON COUNTY EMERGENCY SERVICE DISTRICT #1**  
**STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE -**  
**GOVERNMENTAL FUNDS**  
**FOR THE YEAR ENDED SEPTEMBER 30, 2020**

	Total
	Governmental
	Funds
	<u>General Fund</u>
<b><u>Revenues:</u></b>	
Property taxes, penalties and interest	\$ 180,010
Contributions and grants	2,144
Other miscellaneous	5,300
<b>Total Revenue</b>	<b><u>187,454</u></b>
<b><u>Expenditures:</u></b>	
General government	39,615
Fire and Emergency Services	99,107
Debt Service:	
Principal	23,995
Interest	2,009
<b>Total expenditures</b>	<b><u>164,726</u></b>
<b>Net Changes in Fund Balance</b>	<b><u>22,728</u></b>
<b><u>Fund Balances:</u></b>	
Beginning of year	<u>272,845</u>
<b>End of year</b>	<b><u>\$ 295,573</u></b>

The accompanying notes are an integral part of this financial statement.

**JEFFERSON COUNTY EMERGENCY SERVICE DISTRICT #1**

**RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCE OF GOVERNMENT 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 issuance 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. 24,137

Various 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 \$ 4,655

**JEFFERSON COUNTY EMERGENCY SERVICE DISTRICT #1**

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**NOTES TO THE FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2020**

**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

The financial statements of Jefferson County Emergency Service District #1 (District) have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard setting body for establishing governmental and financial reporting principles. The most significant accounting and reporting policies of the District are described in the following notes to the financial statements.

**A. Reporting Entity**

The Jefferson County Emergency Service District #1 was organized under the provisions of Section 48-e, Article III of the Constitution of the State of Texas for the protection of life and health as provided for under this Act.

Members of the Board have the authority to make decisions, appoint administrators and managers, and significantly influence operations; and have the primary accountability for fiscal matters. Therefore, the District is not included in any other governmental “reporting entity” as defined in Section 2100, Codification of Governmental Accounting and Financial Reporting Standards.

The accounting policies of the Jefferson Emergency Service District #1 conform to generally accepted accounting principles, as applicable to governments. The following is a summary of the more significant policies.

**B. Basis of Presentation – Basis of Accounting**

**1. Basis of Presentation**

- a. **Government-Wide Financial Statements**: The statement of net position and the statement of activities include the financial activities of the overall government, except for fiduciary activities. Eliminations have been made to minimize the double-counting of internal activities. Governmental activities generally are financed through taxes, intergovernmental revenues, and other nonexchange transactions.

The statement of activities presents a comparison between direct expenses and program revenues for each function of the District’s governmental activities. Direct expenses are those that are specifically associated with a program or function and, therefore, are clearly identifiable to a particular function. The District does not allocate indirect expenses in the statement of activities. Program revenues include (a) fees, fines, and charges paid by the recipients of goods or services offered by the programs and (b) grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues that are not classified as program revenues, including all taxes, are presented as general revenues.

- b. **Fund Financial Statements**: The fund financial statements provide information about the District’s funds, with separate statements presented for each fund category. The emphasis of fund financial statements is on major governmental funds, each displayed in a separate column. All remaining governmental funds are aggregated and reported as nonmajor funds.

The District reports the following major governmental funds:

- (1) **General Fund**: This is the District’s primary operating fund. It accounts for all financial resources of the District except those required to be accounted for in another fund.

**JEFFERSON COUNTY EMERGENCY SERVICE DISTRICT #1**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2020**

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**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**B. Basis of Presentation – Basis of Accounting Continued**

**2. Measurement Focus, Basis of Accounting**

- a. **Government-Wide and Fiduciary Fund Financial Statements:** These financial statements are reported using the economic resources measurement focus. They are reported using the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place. Nonexchange transactions, in which the District gives (or receives) value without directly receiving (or giving) equal value in exchange, include property taxes, grants, entitlements, and donations. On an accrual basis, revenue from property taxes is recognized in the fiscal year for which the taxes are levied. Revenue from grants, entitlements, and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied.
- b. **Governmental Fund Financial Statements:** Governmental funds are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available. The District considers all revenues reported in the governmental funds to be available if the revenues are collected within sixty days after year-end. Revenues from local sources consist primarily of property taxes. Property tax revenues and revenues received from the State are recognized under the susceptible-to-accrual concept. Miscellaneous revenues are recorded as revenue when received in cash because they are generally not measurable until actually received. Investment earnings are recorded as earned, since they are both measurable and available. Expenditures are recorded when the related fund liability is incurred, except for principal and interest on general long-term debt, claims and judgments, and compensated absences, which are recognized as expenditures to the extent they have matured. General capital asset acquisitions are reported as expenditures in governmental funds. Proceeds of general long-term debt and acquisitions under capital leases are reported as other financing sources.

When the District incurs an expenditure or expense for which both restricted and unrestricted resources may be used, it is the District's policy to use restricted resources first, then unrestricted resources.

**C. Financial Statement Amounts**

- 1. **Property Taxes:** Property taxes are levied by October 1 on the assessed value listed as of the prior January 1 for all real and business personal property in conformity with Subtitle E, Texas Property Tax Code. Taxes are due on receipt of the tax bill and are delinquent if not paid before February 1 of the year following the year in which imposed. On January 1 of each year, a tax lien attaches to property to secure the payment of all taxes, penalties, and interest ultimately imposed. Property tax revenues are considered available (1) when they become due or past due and receivable within the current period and (2) when they are expected to be collected during a 60-day period after the close of the fiscal year.

**JEFFERSON COUNTY EMERGENCY SERVICE DISTRICT #1**

**NOTES TO THE FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2020**

**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**C. Financial Statement Amounts Continued**

Allowances for uncollectible tax receivables within the General Fund are based upon historical experience in collecting property taxes. Uncollectible personal property taxes are periodically reviewed and written off, but the District is prohibited from writing off real property taxes without specific statutory authority from the Texas Legislature.

2. **Capital Assets:** Purchased or constructed capital assets are reported at cost or estimated historical cost. Donated fixed assets are recorded at their estimated fair value at the date of the donation. The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend assets' lives are not capitalized. A capitalization threshold of \$5,000 is used.

Capital assets are being depreciated using the straight-line method over the following estimated useful lives:

Asset Class	Estimated Useful Life
Building	30
Equipment	5
Vehicles	7

3. **Receivable and Payable Balances:** The District believes that sufficient detail of receivable and payable balances is provided in the financial statements to avoid the obscuring of significant components by aggregation. Therefore, no disclosure is provided which disaggregates those balances.
4. **Use of Estimates:** The preparation of financial statements in conformity with GAAP requires the use of management's estimates.
5. **Budgets:** The official District budget was prepared for adoption for all Governmental Fund Types by the Commissioners.
6. **Encumbrances:** Encumbrances for goods or purchased services are documented by purchase orders or contracts. Under Texas law, appropriations lapse at September 30, and encumbrances outstanding at that time are to be either cancelled or appropriately provided for in the subsequent year's budget. There were no outstanding encumbrances at year-end.
7. **Inventory:** The District records purchases of supplies as expenditures. If any supplies are on hand at the end of the year, their total cost is recorded as inventory and the fund balance is reserved for the same amount.

**JEFFERSON COUNTY EMERGENCY SERVICE DISTRICT #1****NOTES TO THE FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2020****NOTE 2 – DEPOSITS, SECURITIES AND INVESTMENTS**

The District's funds are required to be deposited and invested under the terms of a depository contract. The depository bank deposits for safekeeping and trust with the District's agent bank, approved pledged securities in an amount sufficient to protect District funds on a day-to-day basis during the period of the contract. The pledge of approved securities is waived only to the extent of the depository bank's dollar amount of Federal Deposit Insurance Corporation (FDIC) insurance.

**Cash Deposits:** The District's cash deposits at September 30, 2020 and during the year ended September 30, 2020, were entirely covered by FDIC insurance or by pledged collateral held by the District's agent bank in the District's name.

**Investments:** The District is required by Government Code Chapter 2256, the Public Funds Investment Act, to adopt, implement, and publicize an investment policy. That policy must address the following areas: (1) safety of principal and liquidity, (2) portfolio diversification, (3) allowable investments, (4) acceptable risk levels, (5) expected rates of return, (6) maximum allowable stated maturity of portfolio investments, (7) maximum average dollar-weighted maturity allowed based on the stated maturity date for the portfolio, (8) investment staff quality and capabilities, and (9) bid solicitation preferences for certificates of deposit.

The Public Funds Investment Act ("Act") requires an annual audit of investment practices. Audit procedures in this area conducted as a part of the audit of the basic financial statements disclosed that in the areas of investment practices, management reports and establishment of appropriate policies, the District adhered to the requirements of the Act. Additionally, investment practices of the District were in accordance with local policies.

The Act determines the types of investments which are allowable for the District. These include, with certain restrictions (1) obligations of the U.S. Treasury, U.S. agencies, and the State of Texas, (2) certificates of deposit, (3) certain municipal securities, (4) securities lending program, (5) repurchase agreements, (6) bankers acceptances, (7) mutual funds, (8) investment pools, (9) guaranteed investment contracts, and (10) commercial paper.

The District's had no investments at September 30, 2020.

**Investment Accounting Policy:** The District's general policy is to report money market investments and short-term participating interest-earning investment contracts at amortized cost and to report nonparticipating interest-earning investment contracts using a cost-based measure. However, if the fair value of an investment is significantly affected by the impairment of the credit standing of the issuer or by other factors, it is reported at fair value. All other investments are reported at fair value unless a legal contract exists which guarantees a higher value. The term "short-term" refers to investments which have a remaining term of one year or less at time of purchase. The term "nonparticipating" means that the investment's value does not vary with market interest rate changes. Non-negotiable certificates of deposit are examples of nonparticipating interest-earning investment contracts.

**JEFFERSON COUNTY EMERGENCY SERVICE DISTRICT #1**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2020**

**NOTE 3 – FIXED ASSETS**

The following is a summary of changes in the fixed assets for the year ended September 30, 2020:

	Beginning Balances	Additions	Deletions	Ending Balances
<b>Governmental Activities:</b>				
<i>Capital Assets Being Depreciated:</i>				
Building	8,744	-	-	8,744
Equipment	212,613	-	-	212,613
Vehicles	457,967	-	-	457,967
Total Capital Assets Being Depreciated	<u>679,324</u>	<u>-</u>	<u>-</u>	<u>679,324</u>
Less Accumulated Depreciation For:				
Building	(1,892)	(249)	-	(2,141)
Equipment	(95,867)	(25,605)	-	(121,472)
Vehicles	(411,619)	(17,292)	-	(428,911)
Total Accumulated Depreciation	<u>(509,378)</u>	<u>(43,146)</u>	<u>-</u>	<u>(552,524)</u>
Governmental Activities Capital Assets, Net	<u>\$ 169,946</u>	<u>\$ (43,146)</u>	<u>\$ -</u>	<u>\$ 126,800</u>

Depreciation was charged to government-wide statement of activities as follows:

	2020
Fire and emergency services	\$ (43,146)
	<u>\$ (43,146)</u>

**NOTE 4 – LEASE AGREEMENT**

On June 21, 2011 the District entered into a lease agreement with Government Capital Corporation for \$208,450.65 for a 2011 Freightliner M2106. The lease payment is due annually in the amount of \$26,004.67. The balance is as follows:

Year Ending	Principal	Interest	Total
2021	24,825	1,179	26,004
	<u>24,825</u>	<u>1,179</u>	<u>26,004</u>

**NOTE 5 – FUND BALANCE DISCLOSURE**

In accordance with Government Accounting Standards Board 54, Fund Balance Reporting and Governmental Fund Type Definitions, the District classifies governmental fund balances as follows:

- a. Non-Spendable – includes fund balance amounts that cannot be spent either because it is not in spendable form or because of legal or contractual constraints. The District has \$0 classified as Non-Spendable.
- b. Restricted – includes fund balance amounts that are constrained for specific purposes which are externally imposed by providers, such as creditors or amounts constrained due to constitutional provisions or enabling legislation. The District has \$0 classified as Restricted.

**JEFFERSON COUNTY EMERGENCY SERVICE DISTRICT #1**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2020**

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- c. Committed – includes fund balance amounts that are constrained for specific purposes that are internally imposed by the government through formal action of the highest level of decision-making authority and does not lapse at year end. The District has \$0 classified as Committed.
- d. Assigned – includes fund balance amounts that are intended to be used for specific purposes that are neither considered restricted or committed. Fund Balance may be assigned by the Director. The District has \$0 classified as Assigned.
- e. Unassigned – includes positive fund balance within the General Fund which has not been classified within the above mentioned categories and negative fund balances in other governmental funds. The District has \$295,573 classified as Unassigned.

The appointed board of directors, for the entity, has no authority to commit, assign, or restrict fund balances. In some instances a restriction is a result of meeting contractual or otherwise legal requirements, for example debt service requirements contained in the bond covenant.

**NOTE 6 – LITIGATION**

None.

**NOTE 7 – SUBSEQUENT EVENTS**

Subsequent events have been evaluated through July 26, 2021, the date the financial statements were available to be issued. No instances existed that would require disclosure.

**JEFFERSON COUNTY EMERGENCY SERVICE DISTRICT #1**  
**BUDGETARY COMPARISON SCHEDULE**  
**FOR THE YEAR ENDED SEPTEMBER 30, 2020**

	Original Budget	Final Budget	Actual	Variance Favorable (Unfavorable)
<b><u>Revenues:</u></b>				
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)
<b>Total Revenues</b>	<b>\$ 184,512</b>	<b>\$ 184,512</b>	<b>\$ 187,454</b>	<b>\$ 2,942</b>
<b><u>Expenditures:</u></b>				
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)
<b>Total Administrative Expenses</b>	<b>48,446</b>	<b>48,446</b>	<b>41,624</b>	<b>6,822</b>
Operations Expenses:				
Interest Payment on Loan	2,009	2,009	2,010	(1)
Vehide, A&S and Contents Insurance	12,500	12,500	12,633	(133)
Workmen's Comp Insurance	3,500	3,500	2,757	743
Vehide 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**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**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)
Defibrillator 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	<u>97,255</u>	<u>97,255</u>	<u>99,107</u>	<u>(1,852)</u>
Total Expenditures	<u>\$ 145,701</u>	<u>\$ 145,701</u>	<u>\$ 140,731</u>	<u>\$ 4,970</u>
Excess of Revenues Over (Under) Expenditures	<u>38,811</u>	<u>38,811</u>	<u>46,723</u>	<u>7,912</u>
<b><u>Other Financing Sources (Uses):</u></b>				
Principal Payments on Loan	(23,996)	(23,996)	(23,995)	1
Total other financing sources (uses)	<u>(23,996)</u>	<u>(23,996)</u>	<u>(23,995)</u>	<u>1</u>
Net Changes in Fund Balance	<u>14,815</u>	<u>14,815</u>	<u>22,728</u>	<u>7,913</u>
Fund Balance at Beginning of Year	<u>272,845</u>	<u>272,845</u>	<u>272,845</u>	<u>-</u>
Fund Balance at End of Year	<u>\$ 287,660</u>	<u>\$ 287,660</u>	<u>\$ 295,573</u>	<u>\$ 7,913</u>

Notes to Required Supplementary Information:

Annual budgets are adopted on a basis consistent with generally accepted accounting principles (GAAP).

**AGENDA ITEM****August 3, 2021**

Consider authorizing the County Judge to execute an Interlocal agreement between Jefferson County and the cities of Beaumont and Port Arthur relating to sharing of Byrne Justice Assistance Grant Funding.

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# DUPLICATE ORIGINAL CONTRACT FOR

RES/ORD 2L277

PLEASE EXECUTE  
AND RETURN TO  
PURCHASING

444 4<sup>TH</sup> STREET  
P.O. BOX 1089  
PORT ARTHUR, TEXAS 77641  
(409) 983-8160

COUNCIL MEETING  
DATE: 7-13-21

**Resolution No.**

**The State of Texas  
County of Jefferson  
City of Beaumont, Texas  
City of Port Arthur, Texas**

## Know All by These Present

## Inter-Local Agreement

**Between the County of Jefferson, Texas; City of Beaumont, Texas; and City of Port Arthur, Texas  
2021 Edward Byrne Justice Assistance Grant (JAG) Program Award**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between The County of Jefferson, Texas acting by and through its governing body, the Commissioners Court; the City of Beaumont, Texas acting by and through its governing body, the City Council; and the City of Port Arthur, Texas acting by and through its governing body, the City Council, witnesseth:

**WHEREAS**, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

**WHEREAS**, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

**WHEREAS**, the total funding allocation is \$126,179; and the City of Beaumont, Texas, and the City of Port Arthur, Texas, agree to provide Jefferson County, Texas \$18,927 from the JAG award and the City of Beaumont, Texas, and the City of Port Arthur, Texas agree to allocate the remaining funds as follows:

\$78,522 to the City of Beaumont, Texas, and \$28,730 to the City of Port Arthur, Texas

**WHEREAS**, Jefferson County, Texas, the City of Beaumont, Texas, and the City of Port Arthur, Texas, believe it to be in their best interests to reallocate the JAG funds.

**NOW THEREFORE, Jefferson County, Texas, the City of Beaumont, Texas, and the City of Port Arthur, Texas agree as follows:**

## Section 1

The City of Beaumont, Texas and the City of Port Arthur, Texas agree to provide Jefferson County, Texas \$18,927 from the JAG award; and the City of Beaumont, Texas and the City of Port Arthur, Texas agree to allocate the remaining funds as follows:

**\$78,522 to the City of Beaumont, Texas; and \$28,730 to the City of Port Arthur, Texas**

## Section 2

Jefferson County, Texas agrees to use the funding for equipment purchases and/or Technology Enhancement until 2024.

The City of Beaumont, Texas agrees to use the funding for equipment purchases and/or Technology Enhancement until 2024.

The City of Port Arthur, Texas agrees to use the funding for equipment purchases and/or Technology Enhancement until 2024.

**Section 3.**

Each party to this agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

**Section 4.**

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

**Section 5.**

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

**Section 6.**

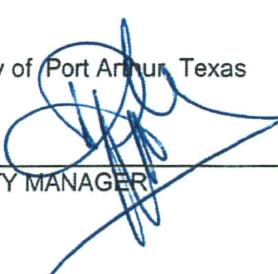
The City of Beaumont agrees to act as the fiscal agent in applying for, dispersing, monitoring, and reporting for this JAG funding.

City of Beaumont, Texas

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CITY MANAGER

City of Port Arthur, Texas

  
CITY MANAGER

Jefferson County, Texas

---

COUNTY JUDGE

\*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our view of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).

**JAG Allocation Calculator for Jefferson County, Beaumont & Port Arthur**

**FY 2021 JAG**

**Original Allocation as released by BJA/DOJ:**

<b>Jefferson County</b>	*
<b>City of Beaumont</b>	<b>\$97,449</b>
<b>City of Port Arthur</b>	<b>\$28,730</b>
<hr/>	
<b>Joint Allocation</b>	<b>\$126,179</b>

**By Agreement, Jefferson County Receives 15% of the Joint Allocation:**

<b>Joint Allocation</b>	<b>\$126,179</b>
<b>Multiplied by .15 this equals</b>	<b>\$18,927</b>

**Jefferson County's Allocation is Subtracted from the  
City of Beaumont's Original Allocation:**

<b>Beaumont's Original Allocation</b>	<b>\$97,449</b>
<b>Minus J.C.'s Calculated Allocation</b>	<b>\$18,927</b>
<b>Beaumont's Adjusted Allocation</b>	<b>\$78,522</b>

**FINAL AGREED ALLOCATIONS:**

<b>Jefferson County</b>	<b>\$18,927</b>
<b>City of Beaumont</b>	<b>\$78,522</b>
<b>City of Port Arthur</b>	<b>\$28,730</b>
<b>TOTAL ALLOCATION</b>	<b>\$126,179</b>

**P.R. No. 22021**  
**6/28/21 jlh**

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**EXHIBIT "A"**

P.R. No. 22021  
6/28/21 jlh

RESOLUTION NO. 21-277

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTER-LOCAL AGREEMENT BETWEEN JEFFERSON COUNTY, THE CITY OF BEAUMONT AND THE CITY OF PORT ARTHUR FOR THE 2019 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) AND RECEIVE FUNDING IN THE AMOUNT OF \$28,730.00, NO CASH MATCH REQUIREMENT.

WHEREAS, the Port Arthur Police Department has been allocated \$28,730.00 through the 2021 Edward Byrne Memorial Justice Assistance Grant (JAG) program; and

WHEREAS, the funding is to be used for law enforcement equipment, training and technology enhancement; and

WHEREAS, the funding is awarded as collaboration between Jefferson County and the City of Beaumont; and

WHEREAS, there is no match requirement for the grant.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ARTHUR:

Section 1. That the facts and opinions in the preamble are true and correct.

Section 2. That the City Council hereby authorizes the City Manager to enter into an Inter-Local Agreement between Jefferson County, the City of Beaumont and the City of Port Arthur for the 2021 Edward Byrne Memorial Justice Assistance Grant (JAG) and receive funding in the amount of \$28,730.00.

Section 3. That a copy of the caption of this resolution shall be spread upon the Minutes of the City Council.

READ, ADOPTED AND APPROVED on this 13 day of July, A.D., 2021, at a Regular Meeting of the City Council of the City of Port Arthur, Texas, by the following vote: AYES:

P.R. No. 22021  
6/28/21 jlh

Mayor: Bartie, Mayor Pro Tem Frank

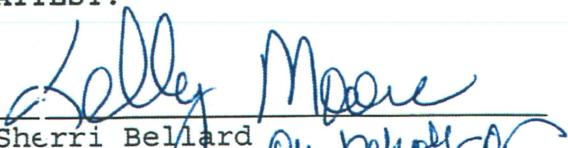
Councilmembers: Holmer, Jones and Moses

NOES: none



Thurman Bill Bartie  
Mayor

ATTEST:



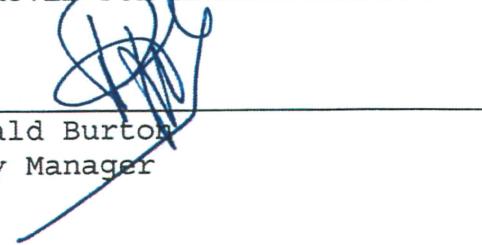
Sherri Bellard  
City Secretary  
on behalf of

APPROVED AS TO FORM:



Val Tizeno  
City Attorney

APPROVED FOR ADMINISTRATION:



Ronald Burton  
City Manager

**Compliance with  
OUT OF STATE TRAVEL POLICY**

Tiffany Aardahl and Marsha Cox attendance of the:  
Clandestine Lab Investigating Chemist Annual Seminar (CLIC)  
September 7 - 10, 2021  
Nashville, TN

1. Expenses for two people will be covered by the Coverdell Forensic Science grant received by the Crime Laboratory.
2. This training directly impacts the employee's ability to perform his/her assigned tasks.
3. The benefit is worth the cost of the employee's time away from the laboratory because the training is directly related to controlled substance analysis. This training allows the Lab to obtain current information from sources outside of our own service area and in the scientist's field of expertise.
4. This training opportunity is not offered in Texas in 2021.



# JEFFERSON COUNTY SHERIFF'S OFFICE

*Zena Stephens, Sheriff*

5030 Hwy 69 S.  
Beaumont, TX 77705  
(409) 726-2500

Donta Miller  
Chief of Law Enforcement  
dmiller@co.jefferson.tx.us

John Shauberger  
Chief of Corrections  
jshauberger@co.jefferson.tx.us

## MEMORANDUM

DATE: July 28, 2021

TO: Honorable Judge Jeff Branick  
Commissioner Vernon Pierce  
Commissioner Darrell Bush  
Commissioner Michael Sinegal  
Commissioner Everette "Bo" Alfred

FROM: Chief Deputy John Shauberger

RE: 911 Interlocal Agreement

Please consider and approve authorizing the County Judge to execute an interlocal agreement with South East Texas Regional Planning Commission 9-1-1 Emergency Network. This agreement meets the State of Texas requirements and is a two-year renewal of the current interlocal with no changes. The term of this agreement is September 1, 2021 through August 31, 2023. This agreement enhances our regional 9-1-1 telecommunications throughout Jefferson, Hardin and Orange Counties.

Sincerely,

John Shauberger  
Chief Deputy





## Emergency Network

South East Texas  
Regional Planning Commission

April 20, 2021

Sheriff Zena Stephens  
Jefferson County Sheriff's Office  
1001 Pearl St  
Beaumont, Texas 77701

Dear Sheriff Stephens:

The South East Texas Regional Planning Commission 9-1-1 Emergency Network has developed an "Interlocal Agreement for Operation of a Regional 9-1-1 System" that meets the State of Texas requirements of program and system accountability regarding maintenance, equipment upgrade, and training associated with the 9-1-1 program. This agreement replaces the current two-year contract that expires on August 31, 2021 with SETRPC. There are no changes with this new agreement other than extending the two-year term which is set to expire on August 31, 2023. Execution of this contract is needed as a part of our regional effort to enhance 9-1-1 telecommunications at each of the twelve (12) PSAP locations throughout Hardin, Jefferson, and Orange counties.

We have enclosed a signed original copy of this agreement for your review and approval by the County Commissioners Court. Please return the completed agreement to my office by August 15, 2021.

Should you have any questions arise, feel free to contact me at (409) 899-8444 x 6106.

Sincerely,

A handwritten signature in blue ink that reads "Jeff Wilmore".

Jeff Wilmore  
SETRPC  
9-1-1 Emergency Network

PD/Enclosure



SOUTH EAST TEXAS REGIONAL PLANNING COMMISSION  
9-1-1 EMERGENCY COMMUNICATIONS

INTERLOCAL CONTRACT RELATING TO THE  
PLANNING, DEVELOPMENT, OPERATION AND PROVISION  
OF 9-1-1 SERVICE AND THE USE OF 9-1-1 FUNDS

This Contract is entered into between the  
South East Texas Regional Planning Commission

and

Jefferson County, Texas

## South East Texas Regional Planning Commission

INTERLOCAL CONTRACT FOR  
PLANNING, DEVELOPMENT, OPERATION AND PROVISION  
OF 9-1-1 SERVICE AND USE OF 9-1-1 FUNDS**Parties and Purpose**

1.1 The South East Texas Regional Planning Commission (SETRPC) is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, Chapter 391 of the Local Government Code. SETRPC has developed a Strategic Plan for the administration and operation of 9-1-1 emergency telephone service in Hardin, Jefferson, and Orange counties. The Commission on State Emergency Communications (CSEC) has approved SETRPC's current strategic plan.

1.2 Jefferson County (Public Agency) is a Texas municipality that operates one or more Public Safety Answering Points (PSAP) that assist in implementing the Strategic Plan as authorized by Chapter 771 of the Health and Safety Code.

1.3 This contract is entered into between SETRPC and Public Agency under Chapter 791 of the Government Code. This contract relates to the planning, development, operation, and provision of 9-1-1 service, the use of 9-1-1 funds, and adherence to applicable law.

**Goods and Services**

2.1 Public Agency agrees to:

(1) cooperate with SETRPC in acquiring and installing necessary equipment for the 9-1-1 system.

(2) comply with applicable provisions of the Uniform Grant Management Standards, as established by the Governor's Office of Budget and Planning, under the authority of Chapter 783 of the Texas Government Code.

(3) comply with the Uniform Grant Management Standards, applicable law, and SETRPC policies, as outlined in Section 3 of this contract, related to ownership, transfer of ownership, and /or control of equipment acquired with 9-1-1 funds in connection with providing 9-1-1 service.

(4) abide by all rules, regulations, performance training standards, etc. adopted by SETRPC and CSEC or its successor agency.

(5) purchase supplies such as printer paper, printer ribbons, cleaning materials, etc. necessary for the continuous operation of PSAP(s).

(6) secure the premises of PSAP(s) against unauthorized entrance and protect the 9-1-1 equipment from unauthorized use and ensure sufficient controls and security exists by which to protect and safeguard the 9-1-1 equipment against loss, damage, or theft.

(7) practice preventive maintenance for the 9-1-1 equipment, including at a minimum, testing emergency power generators periodically, and ensuring that all equipment is working properly.

(8) participate in emergency communications training for call-takers/dispatchers as scheduled and provided by SETRPC.

(9) complete such reports and other documentation as may be reasonably required by CSEC, the PSAPs, SETRPC, or the service provider.

### **E 9-1-1 Equipment Purchasing and Leasing**

3.1 (a) SETRPC hereby agrees to provide services and equipment, whether purchased or leased, for Public Agency including all non-recurring and monthly recurring charges for equipment and network charges as approved by the CSEC. SETRPC also agrees to provide for repairs, updates to and replacement of equipment as deemed necessary by SETRPC and as approved by the CSEC.

(b) All leased equipment remains the sole property of the lessor.

3.2 Except as noted in paragraph 3.6, SETRPC owns all 9-1-1 equipment purchased on behalf of Public Agency with emergency service fees. Public Agency is licensed to use the 9-1-1 equipment in providing enhanced 9-1-1 emergency telephone services.

3.3 Public Agency agrees to notify SETRPC in writing before encumbering, transferring, or otherwise disposing of the 9-1-1 equipment. In addition, Public Agency and PSAP(s) shall reimburse SETRPC and/or the CSEC, as applicable, for damage to 9-1-1 equipment caused by intentional misconduct, abuse, misuse, or negligence by PSAP employees, normal wear and tear or ordinary day to day use of equipment excepted. Further, upon the installation of any additional equipment or software by SETRPC, Public Agency agrees to comply with the provisions of Exhibit "A" attached hereto and incorporated herein as referenced.

3.4 Public Agency acknowledges that SETRPC representatives will visit Public Agency on a regular basis to monitor functionality and use of all equipment associated with 9-1-1 call handling and processing and on an annual basis to conduct a physical inventory of all said equipment.

3.5 Paragraphs 3.1, 3.2 and 3.3 survive the expiration or early termination of

this contract and continue in effect so long as Public Agency use of the 9-1-1 equipment.

3.6 When 9-1-1 equipment is purchased with a combination of monies from Public Agency and emergency service fees, SETRPC may elect to transfer ownership of said equipment to Public Agency. SETRPC will provide Public Agency with a "Certification of Purchase by City/County/Agency Transfer of Ownership" document outlining the responsibilities of Public Agency. Those responsibilities include, but are not limited to, maintenance of equipment and ensuring equipment is always fully functional. Additionally, Public Agency shall provide adequate insurance policies on said equipment to provide for replacement of equipment in cases of loss where applicable.

3.7 SETRPC will provide 9-1-1 funds to Public Agency and/or PSAP(s) on a reimbursement basis using a monitoring process that provides assurances that the reimbursement requests from the Public Agency and/or PSAP(s) are complete, accurate and appropriate.

#### **Effective Date and Term of Contract**

4.1 The term of this contract shall be two years, effective on September 1, 2021 and shall terminate on August 31, 2023.

#### **Independent Contractor**

5.1 Public Agency is not an employee or agent of SETRPC, but furnishes services under this contract solely as an independent contractor.

#### **Assignment and Subcontracting**

6.1 Public Agency may not assign its rights or subcontract its duties under this contract without the prior written consent of SETRPC. An attempted assignment or subcontract in violation of this paragraph is void.

6.2 If SETRPC consents to subcontracting, each subcontract is subject to all the terms and conditions of this contract, and Public Agency agrees to furnish a copy of this contract to each of its subcontractors.

#### **Records**

7.1 Public Agency agrees to assist SETRPC, where applicable, in maintaining a current inventory of all 9-1-1 equipment, consistent with the Uniform Grant Management Standards and applicable federal and state law.

7.2 Public Agency and PSAP(s) agree to comply with SETRPC requirements for documenting and reporting 9-1-1 data base errors and ANI/ALI problems.

7.3 Public Agency and PSAP(s) agree to maintain, consistent with Uniform Grant Management Standards and applicable federal and state law, adequate fiscal records and supporting documentation for all 9-1-1 funds reimbursed to Public Agency and PSAP(s) and all 9-1-1 funds spent by such Public Agency and PSAP(s).

7.4 Subject to the additional requirement of paragraph 7.5, Public Agency agrees to preserve records, at a minimum, for three years.

7.5 If an audit of or information in the records is disputed or the subject of litigation, Public Agency agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the expiration or early termination of this contract.

7.6 SETRPC is entitled to inspect and copy, during normal business hours at Public Agency's offices where they are maintained, the records maintained under this contract for as long as they are preserved.

7.7 SETRPC is also entitled to visit Public Agency's offices, talk to its personnel, monitor and inventory equipment, and audit its records, all during normal business hours, to assist in evaluating its performance under this contract.

7.8 SETRPC, CSEC, the Texas State Auditor, and/or their duly authorized representatives, shall have access to and the right to examine all books, accounts, records, files, and /or other papers, or property pertaining to the 9-1-1 service, belonging to or in use by the Public Agency, PSAP(s), or by any other entity that has performed or will perform addressing or addressing data base maintenance activities.

### **Nondiscrimination and Equal Opportunity**

8.1 Public Agency shall not exclude anyone from participating under this contract, deny anyone benefits under this contract, or otherwise unlawfully discriminate against anyone in carrying out this contract because of race, color, religion, sex, age, disability, handicap, or national origin.

### **Dispute Resolution**

9.1 The parties desire to resolve disputes arising under this contract without

litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with paragraphs 9.1-9.2, until they have exhausted the procedures set out in these paragraphs.

9.2 At the written request of either party, each party shall appoint one nonlawyer representative to negotiate informally and in good faith to resolve any dispute arising under this contract. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

9.3 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Dispute Resolution Center of Jefferson County for mediation in accordance with the Center's mediation procedures by a single mediator assigned by the Center. Each party shall pay half the cost of the Center's mediation services.

9.4 The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.

**Suspension for Unavailability of Funds; Withholding, Decrease or Reimbursement of Funds Due to Non-compliance**

10.1 Public Agency acknowledges that SETRPC's sole source of funding for this contract is 9-1-1 emergency service fees. In the event that:

- (1) SETRPC's approved budget and/or appropriations to CSEC from the Texas Legislature do not permit or otherwise appropriate funds for reimbursement to Public Agency provided for in this Agreement, and
- (2) Such lack of permission or non-appropriation shall not have resulted from any act or failure to act on the part of SETRPC, and
- (3) SETRPC has exhausted all funds legally available for reimbursement to Public Agency, and no other legal procedures shall exist whereby payment hereunder can be made to Public Agency; and
- (4) SETRPC has negotiated in good faith with Public Agency to develop an alternative payment schedule or new agreement that will accommodate SETRPC's approved budget and/or appropriations for the applicable period, then SETRPC will not be obligated to reimburse Public Agency for the applicable budget year(s).

10.2 Public Agency acknowledges that SETRPC may withhold, decrease, or seek reimbursement of 9-1-1 funds in the event such funds are or were used in non-compliance with applicable federal or state law. Further, Public Agency and PSAP(s) shall return or reimburse SETRPC and/or CSEC, as applicable, any 9-1-1 funds used in non-compliance with applicable law. Such return or reimbursement of 9-1-1 funds to SETRPC and/or the CSEC, as applicable, shall be made by the Public Agency or PSAP(s) within sixty (60) days after demand by SETRPC, unless an alternative repayment plan is approved by SETRPC and CSEC.

### **Termination for Convenience**

11.1 Either party may terminate this contract in its entirety for convenience by giving the other notice of intent to terminate. After the notice is received, the parties shall negotiate in good faith the terms and effective date of the termination. In any event, however, this contract terminates 60 calendar days after a party receives the notice of termination.

### **Notice to Parties**

12.1 Notice to be effective under this contract must be in writing and received by the party against whom it is to operate. Notice is received by a party; (1) when it is delivered to the party personally; (2) when a party receives a facsimile of the notice, as confirmed by the sender's facsimile machine; (3) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in paragraph 12.2 and signed on behalf of the party; or (4) three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in paragraph 12.2.

12.2 SETPRC's address is 2210 Eastex Freeway, Beaumont, Texas 77703  
Attention: 9-1-1 Director. SETRPC's telephone number is (409) 724-1911, and its facsimile number is (409) 347-1953. Public Agency's address is 1001 Pearl St, Beaumont, TX 77701.  
Attention: Sheriff Zena Stephens. Public Agency's telephone number is 409-835-8734, and its facsimile number is 409-839-2351.

12.3 Public Agency agrees to notify SETRPC of a change of address or contact information by providing notice of the change in accordance with paragraph 12.1.

### **Further Agreements; Miscellaneous**

13.1 By their respective signatures below, SETRPC, Public Agency, and PSAP(s), as applicable, commit to continue providing 9-1-1 services as a condition of the receipt of 9-1-1 funds as prescribed by the SETRPC Strategic Plan.

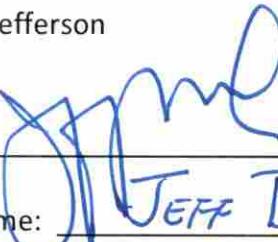
13.2 Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that such party is legally authorized to perform the obligations undertaken.

13.3 This contract states the entire agreement of the parties, and an amendment to this contract is not effective unless in writing and signed by all parties.

13.4 This contract is binding on and inures to the benefit of the parties' successors in interest.

13.5 This contract is executed in duplicate originals.

County of Jefferson

Signature 

Printed Name: Jeff Bransick

Title: County Judge

Date: Aug. 3, 2021

SOUTH EAST TEXAS REGIONAL PLANNING COMMISSION

Signature 

Printed Name: Shanna Burke

Title: Executive Director

Date: 04/22/2021

**EXHIBIT A****PSAP RULES REGARDING 9-1-1 EQUIPMENT**

1. Only the designated Dispatch Supervisor or other designated supervisor is to have the administrative password or security code for the 9-1-1 computer equipment.
2. No unauthorized software is to be loaded onto the 9-1-1 system.
3. No unauthorized personnel are to service or repair the 9-1-1 system components.
4. No unauthorized personnel are to use the 9-1-1 system.
5. PSAP personnel are responsible for reporting any hardware or software problems to the appropriate service provider and/or SETRPC within a reasonable period from the time the problem is first detected.
6. Public Agency and PSAP(s) shall be liable for expenses incurred by the SETRPC in repairing or replacing software or hardware that must be replaced due to abuse or negligence or as a direct result of any violation of the rules stated herein.
7. Public Agency and PSAP(s) will not be held monetarily liable for costs incurred for items that are covered by warranty, or if they are the result of an incident over which they have no control (i.e., lightning, water because of flooding, power failure, etc.)
8. Failure to abide by these rules may result in the SETRPC terminating this agreement and not placing a PSAP at that location.



SOUTH EAST TEXAS REGIONAL PLANNING COMMISSION  
9-1-1 EMERGENCY COMMUNICATIONS

INTERLOCAL CONTRACT RELATING TO THE  
PLANNING, DEVELOPMENT, OPERATION AND PROVISION  
OF 9-1-1 SERVICE AND THE USE OF 9-1-1 FUNDS

This Contract is entered into between the  
South East Texas Regional Planning Commission

and

Jefferson County, Texas

South East Texas Regional Planning Commission

INTERLOCAL CONTRACT FOR  
PLANNING, DEVELOPMENT, OPERATION AND PROVISION  
OF 9-1-1 SERVICE AND USE OF 9-1-1 FUNDS

**Parties and Purpose**

1.1 The South East Texas Regional Planning Commission (SETRPC) is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, Chapter 391 of the Local Government Code. SETRPC has developed a Strategic Plan for the administration and operation of 9-1-1 emergency telephone service in Hardin, Jefferson, and Orange counties.. The Commission on State Emergency Communications (CSEC) has approved SETRPC's current strategic plan.

1.2 Jefferson County (Public Agency) is a Texas municipality that operates one or more Public Safety Answering Points (PSAP) that assist in implementing the Strategic Plan as authorized by Chapter 771 of the Health and Safety Code.

1.3 This contract is entered into between SETRPC and Public Agency under Chapter 791 of the Government Code. This contract relates to the planning, development, operation, and provision of 9-1-1 service, the use of 9-1-1 funds, and adherence to applicable law.

**Goods and Services**

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(5) purchase supplies such as printer paper, printer ribbons, cleaning materials, etc. necessary for the continuous operation of PSAP(s).

(6) secure the premises of PSAP(s) against unauthorized entrance and protect the 9-1-1 equipment from unauthorized use and ensure sufficient controls and security exists by which to protect and safeguard the 9-1-1 equipment against loss, damage, or theft.

(7) practice preventive maintenance for the 9-1-1 equipment, including at a minimum, testing emergency power generators periodically, and ensuring that all equipment is working properly.

(8) participate in emergency communications training for call-takers/dispatchers as scheduled and provided by SETRPC.

(9) complete such reports and other documentation as may be reasonably required by CSEC, the PSAPs, SETRPC, or the service provider.

### **E 9-1-1 Equipment Purchasing and Leasing**

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(b) All leased equipment remains the sole property of the lessor.

3.2 Except as noted in paragraph 3.6, SETRPC owns all 9-1-1 equipment purchased on behalf of Public Agency with emergency service fees. Public Agency is licensed to use the 9-1-1 equipment in providing enhanced 9-1-1 emergency telephone services.

3.3 Public Agency agrees to notify SETRPC in writing before encumbering, transferring, or otherwise disposing of the 9-1-1 equipment. In addition, Public Agency and PSAP(s) shall reimburse SETRPC and/or the CSEC, as applicable, for damage to 9-1-1 equipment caused by intentional misconduct, abuse, misuse, or negligence by PSAP employees, normal wear and tear or ordinary day to day use of equipment excepted. Further, upon the installation of any additional equipment or software by SETRPC, Public Agency agrees to comply with the provisions of Exhibit "A" attached hereto and incorporated herein as referenced.

3.4 Public Agency acknowledges that SETRPC representatives will visit Public Agency on a regular basis to monitor functionality and use of all equipment associated with 9-1-1 call handling and processing and on an annual basis to conduct a physical inventory of all said equipment.

3.5 Paragraphs 3.1, 3.2 and 3.3 survive the expiration or early termination of

this contract and continue in effect so long as Public Agency use of the 9-1-1 equipment.

3.6 When 9-1-1 equipment is purchased with a combination of monies from Public Agency and emergency service fees, SETRPC may elect to transfer ownership of said equipment to Public Agency. SETRPC will provide Public Agency with a "Certification of Purchase by City/County/Agency Transfer of Ownership" document outlining the responsibilities of Public Agency. Those responsibilities include, but are not limited to, maintenance of equipment and ensuring equipment is always fully functional. Additionally, Public Agency shall provide adequate insurance policies on said equipment to provide for replacement of equipment in cases of loss where applicable.

3.7 SETRPC will provide 9-1-1 funds to Public Agency and/or PSAP(s) on a reimbursement basis using a monitoring process that provides assurances that the reimbursement requests from the Public Agency and/or PSAP(s) are complete, accurate and appropriate.

#### **Effective Date and Term of Contract**

4.1 The term of this contract shall be two years, effective on September 1, 2021 and shall terminate on August 31, 2023.

#### **Independent Contractor**

5.1 Public Agency is not an employee or agent of SETRPC, but furnishes services under this contract solely as an independent contractor.

#### **Assignment and Subcontracting**

6.1 Public Agency may not assign its rights or subcontract its duties under this contract without the prior written consent of SETRPC. An attempted assignment or subcontract in violation of this paragraph is void.

6.2 If SETRPC consents to subcontracting, each subcontract is subject to all the terms and conditions of this contract, and Public Agency agrees to furnish a copy of this contract to each of its subcontractors.

#### **Records**

7.1 Public Agency agrees to assist SETRPC, where applicable, in maintaining a current inventory of all 9-1-1 equipment, consistent with the Uniform Grant Management Standards and applicable federal and state law.

7.2 Public Agency and PSAP(s) agree to comply with SETRPC requirements for documenting and reporting 9-1-1 data base errors and ANI/ALI problems.

7.3 Public Agency and PSAP(s) agree to maintain, consistent with Uniform Grant Management Standards and applicable federal and state law, adequate fiscal records and supporting documentation for all 9-1-1 funds reimbursed to Public Agency and PSAP(s) and all 9-1-1 funds spent by such Public Agency and PSAP(s).

7.4 Subject to the additional requirement of paragraph 7.5, Public Agency agrees to preserve records, at a minimum, for three years.

7.5 If an audit of or information in the records is disputed or the subject of litigation, Public Agency agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the expiration or early termination of this contract.

7.6 SETRPC is entitled to inspect and copy, during normal business hours at Public Agency's offices where they are maintained, the records maintained under this contract for as long as they are preserved.

7.7 SETRPC is also entitled to visit Public Agency's offices, talk to its personnel, monitor and inventory equipment, and audit its records, all during normal business hours, to assist in evaluating its performance under this contract.

7.8 SETRPC, CSEC, the Texas State Auditor, and/or their duly authorized representatives, shall have access to and the right to examine all books, accounts, records, files, and /or other papers, or property pertaining to the 9-1-1 service, belonging to or in use by the Public Agency, PSAP(s), or by any other entity that has performed or will perform addressing or addressing data base maintenance activities.

### **Nondiscrimination and Equal Opportunity**

8.1 Public Agency shall not exclude anyone from participating under this contract, deny anyone benefits under this contract, or otherwise unlawfully discriminate against anyone in carrying out this contract because of race, color, religion, sex, age, disability, handicap, or national origin.

### **Dispute Resolution**

9.1 The parties desire to resolve disputes arising under this contract without

litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with paragraphs 9.1-9.2, until they have exhausted the procedures set out in these paragraphs.

9.2 At the written request of either party, each party shall appoint one nonlawyer representative to negotiate informally and in good faith to resolve any dispute arising under this contract. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

9.3 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Dispute Resolution Center of Jefferson County for mediation in accordance with the Center's mediation procedures by a single mediator assigned by the Center. Each party shall pay half the cost of the Center's mediation services.

9.4 The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.

#### **Suspension for Unavailability of Funds; Withholding, Decrease or Reimbursement of Funds Due to Non-compliance**

10.1 Public Agency acknowledges that SETRPC's sole source of funding for this contract is 9-1-1 emergency service fees. In the event that:

- (1) SETRPC's approved budget and/or appropriations to CSEC from the Texas Legislature do not permit or otherwise appropriate funds for reimbursement to Public Agency provided for in this Agreement, and
- (2) Such lack of permission or non-appropriation shall not have resulted from any act or failure to act on the part of SETRPC, and
- (3) SETRPC has exhausted all funds legally available for reimbursement to Public Agency, and no other legal procedures shall exist whereby payment hereunder can be made to Public Agency; and
- (4) SETRPC has negotiated in good faith with Public Agency to develop an alternative payment schedule or new agreement that will accommodate SETRPC's approved budget and/or appropriations for the applicable period, then SETRPC will not be obligated to reimburse Public Agency for the applicable budget year(s).

10.2 Public Agency acknowledges that SETRPC may withhold, decrease, or seek reimbursement of 9-1-1 funds in the event such funds are or were used in non-compliance with applicable federal or state law. Further, Public Agency and PSAP(s) shall return or reimburse SETRPC and/or CSEC, as applicable, any 9-1-1 funds used in non-compliance with applicable law. Such return or reimbursement of 9-1-1 funds to SETRPC and/or the CSEC, as applicable, shall be made by the Public Agency or PSAP(s) within sixty (60) days after demand by SETRPC, unless an alternative repayment plan is approved by SETRPC and CSEC.

#### **Termination for Convenience**

11.1 Either party may terminate this contract in its entirety for convenience by giving the other notice of intent to terminate. After the notice is received, the parties shall negotiate in good faith the terms and effective date of the termination. In any event, however, this contract terminates 60 calendar days after a party receives the notice of termination.

#### **Notice to Parties**

12.1 Notice to be effective under this contract must be in writing and received by the party against whom it is to operate. Notice is received by a party; (1) when it is delivered to the party personally; (2) when a party receives a facsimile of the notice, as confirmed by the sender's facsimile machine; (3) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in paragraph 12.2 and signed on behalf of the party; or (4) three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in paragraph 12.2.

12.2 SETPRC's address is 2210 Eastex Freeway, Beaumont, Texas 77703  
Attention: 9-1-1 Director. SETRPC's telephone number is (409) 724-1911, and its facsimile number is (409) 347-1953. Public Agency's address is 1001 Pearl St, Beaumont, TX 77701.  
Attention: Sheriff Zena Stephens. Public Agency's telephone number is 409-835-8734, and its facsimile number is 409-839-2351.

12.3 Public Agency agrees to notify SETRPC of a change of address or contact information by providing notice of the change in accordance with paragraph 12.1.

#### **Further Agreements; Miscellaneous**

13.1 By their respective signatures below, SETRPC, Public Agency, and PSAP(s), as applicable, commit to continue providing 9-1-1 services as a condition of the receipt of 9-1-1 funds as prescribed by the SETRPC Strategic Plan.

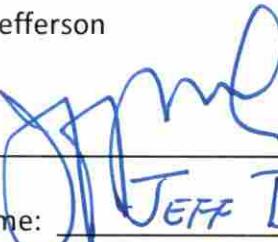
13.2 Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that such party is legally authorized to perform the obligations undertaken.

13.3 This contract states the entire agreement of the parties, and an amendment to this contract is not effective unless in writing and signed by all parties.

13.4 This contract is binding on and inures to the benefit of the parties' successors in interest.

13.5 This contract is executed in duplicate originals.

County of Jefferson

Signature 

Printed Name: Jeff Bransick

Title: County Judge

Date: Aug. 3, 2021

SOUTH EAST TEXAS REGIONAL PLANNING COMMISSION

Signature 

Printed Name: Shanna Burke

Title: Executive Director

Date: 04/22/2021

**EXHIBIT A****PSAP RULES REGARDING 9-1-1 EQUIPMENT**

1. Only the designated Dispatch Supervisor or other designated supervisor is to have the administrative password or security code for the 9-1-1 computer equipment.
2. No unauthorized software is to be loaded onto the 9-1-1 system.
3. No unauthorized personnel are to service or repair the 9-1-1 system components.
4. No unauthorized personnel are to use the 9-1-1 system.
5. PSAP personnel are responsible for reporting any hardware or software problems to the appropriate service provider and/or SETRPC within a reasonable period from the time the problem is first detected.
6. Public Agency and PSAP(s) shall be liable for expenses incurred by the SETRPC in repairing or replacing software or hardware that must be replaced due to abuse or negligence or as a direct result of any violation of the rules stated herein.
7. Public Agency and PSAP(s) will not be held monetarily liable for costs incurred for items that are covered by warranty, or if they are the result of an incident over which they have no control (i.e., lightning, water because of flooding, power failure, etc.)
8. Failure to abide by these rules may result in the SETRPC terminating this agreement and not placing a PSAP at that location.

**Special, August 03, 2021**

There being no further business to come before the Court at this time,  
same is now here adjourned on this date, August 03, 2021