

SPECIAL, 9/7/2021 10:30:00 AM

BE IT REMEMBERED that on September 07, 2021, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Vernon Pierce, Commissioner Pct. No. 1

Commissioner Darrell Bush, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff (ABSENT)

Chief Dante Miller

Honorable Theresa Goodness , County Clerk

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

Notice of Meeting and Agenda and Minutes
September 07, 2021

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
 September 07, 2021**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **07th** day of **September 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:

9:45 a.m.- Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.071 to consult with our attorney regarding pending litigation.

10:20 a.m.- WORKSHOP-To receive information from Susan Stover regarding Section 3, as required by the Texas Department of Agriculture, for CDBG Contract #7218240, First Time Sewer Assistance.

11: 00 a.m.- Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.0725 to deliberate business and financial issues relating to a contract being negotiated, that deliberation in open meeting, would have a detrimental effect on the Commissioners Court in negotiations with a third person.

Jefferson County has taken steps to minimize the exposure of COVID-19 by implementing the following steps to allow the public to view the Commissioner's Court meeting. The following options are available: View live with audio from the County Webpage: https://co.jefferson.tx.us/comm_crt/commlink.htm Listen to audio by calling 346-248-7799 Meeting ID: 917 160 6532# Participant ID: #The court will also have a question and answer session at the end of the meeting. If you would like to ask any questions of the Court, please be on the phone call. The Court will give a question and answer session at the end of the meeting as time allows. You will be

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called upon by your last 4 digits of your phone number. If you do not have any questions, you can pass. Please be mindful that the audio portion of this meeting will be of better quality from the website.

INVOCATION: Michael S. Sinegal, Commissioner, Precinct Three

**PLEDGE OF ALLEGIANCE: Everett "Bo" Alfred, Commissioner,
Precinct Four**

PURCHASING:

1. Receive and file bids 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 16 - 182

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

2. Receive and file bid for Invitation for Bid (IFB 21-052/JW) Airfield Marking Rehabilitation for the Jack Brooks Regional Airport.

SEE ATTACHMENTS ON PAGES 183 - 387

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

3. Consider and approve, execute, receive and file Amendment No. 5 (five) to contract (RFP 18-034/YS) Janitorial Services for Jefferson County. This amendment will add janitorial service for Road and Bridge, Precinct 1, Service Center for \$325.00 per month. Service will be one (1) time per week (Thursdays), between 9 am and 3 pm.

SEE ATTACHMENTS ON PAGES 388 - 388

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

4. Consider and approve, execute, receive and file Notice of Termination for Gas Transportation Agreement with Texas Gas Service Company (Contract GT #18641) for the Jefferson County Correctional Facility effective October 31, 2021.

SEE ATTACHMENTS ON PAGES 389 - 389

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

5. Consider and approve, execute, receive and file Gas Transportation Agreement with Texas Gas Service Company (Agreement# 18686) for the Jefferson County Correctional Facility beginning November 1, 2021.

SEE ATTACHMENTS ON PAGES 390 - 390

Motion by: Commissioner Pierce

Second by: Commissioner Bush

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

Action: APPROVED

6. Discuss and possibly approve the Purchasing Agent to enter into contract negotiations for Request for Statements of Qualification (RFQ 21-015/JW) Professional Engineering Services for Drainage Improvements: Crane Bayou Pump Station Building and Generators (Community Development Block Grant - Disaster Recovery) Program Project for Jefferson County; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act, and 2 CFR Sections 200.318 – 326.

Motion by: Commissioner Pierce

Second by: Commissioner Bush

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

Action: APPROVED

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

Motion by: Commissioner Pierce

Second by: Commissioner Bush

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

Action: APPROVED

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

Motion by: Commissioner Pierce

Second by: Commissioner Bush

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

Action: APPROVED

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

Motion by: Commissioner Pierce

Second by: Commissioner Bush

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

Action: APPROVED

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

Motion by: Commissioner Pierce

Second by: Commissioner Bush

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

Action: APPROVED

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

Motion by: Commissioner Pierce

Second by: Commissioner Bush

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

Action: APPROVED

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

Motion by: Commissioner Pierce

Second by: Commissioner Bush

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

Action: APPROVED

13. Consider and approve disposition of salvage property as authorized by Local Government Code §263.152 (3), for broken or obsolete items.

SEE ATTACHMENTS ON PAGES 391 - 392

Motion by: Commissioner Pierce

Second by: Commissioner Bush

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

Action: APPROVED

COUNTY AIRPORT:

14. Consider and possibly approve FY2022 TxDOT Routine Airport Maintenance Program (RAMP) Grant for the Jack Brooks Regional Airport. This grant will be used for the maintenance and improvement of airport pavements, signage, drainage, fencing, herbicides, hangars and terminal buildings.(This grant is a 50% match, up to \$50,000)

SEE ATTACHMENTS ON PAGES 393 - 405

Motion by: Commissioner Sinegal

Second by: Commissioner Pierce

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

Action: APPROVED

COUNTY AUDITOR:

15. Consider and approve budget amendment - County Court at Law III - additional cost for insurance.

120-2053-412-2003	EMPLOYEES' INSURANCE	\$4,500.00	
110-2027-412-5055	PETIT JURORS		\$4,500.00

SEE ATTACHMENTS ON PAGES 406 - 406

Motion by: Commissioner Alfred

Second by: Commissioner Bush

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

Action: APPROVED

16. Consider and approve budget amendment - Nurse Practitioner - additional cost for overtime.

120-5076-441-1098	OVERTIME ALLOWANCE	\$148.00	
110-2027-412-5055	PETIT JURORS		\$148.00

SEE ATTACHMENTS ON PAGES 407 - 407

Motion by: Commissioner Alfred

Second by: Commissioner Bush

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

Action: APPROVED

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17. Consider and approve budget transfer – Road & Bridge Pct. 2 – purchase of F250 Crew Cab Truck.

112-0209-431-6042	TRUCKS & TRAILERS	\$32,746.00	
112-0202-431-3079	CRUSHED STONE		\$10,900.00
112-0202-431-3003	ASPHALT OIL		\$21,846.00

SEE ATTACHMENTS ON PAGES 408 - 408

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

18. Consider and approve budget transfer - Engineering - purchase of laptop.

115-0501-431-6002	COMPUTER EQUIPMENT	\$1,688.00	
115-0501-431-3011	COMPUTER - SOFTWARE		\$1,688.00

SEE ATTACHMENTS ON PAGES 409 - 413

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

19. Consider and approve budget transfer – County Clerk Records Management – purchase of scanners.

251-0000-414-3084	MINOR EQUIPMENT	\$4,000.00	
251-0000-414-5062	TRAVEL EXPENSE		\$4,000.00

SEE ATTACHMENTS ON PAGES 414 - 414

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

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20. Consider and authorize the County Judge to execute a Texas Safety Program Grant Agreement between Jefferson County, Texas and the State of Texas for the STEP Comprehensive Program for the period 10/01/2021 to 09/30/2022

SEE ATTACHMENTS ON PAGES 415 - 447

Motion by: Commissioner Alfred

Second by: Commissioner Bush

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

Action: APPROVED

21. Consider and approve electronic disbursement for \$1,846.56 to Texas Department of Criminal Justice for September insurance reimbursement.

Motion by: Commissioner Alfred

Second by: Commissioner Bush

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

Action: APPROVED

22. Consider and approve acceptance of 2021 Port Security Grant Program from the US Department of Homeland Security. Grant award is for \$637,328 with cost match of \$159,332 to be provided by the marine unit (81,832) and the General Fund (\$77,500).

SEE ATTACHMENTS ON PAGES 448 - 459

Motion by: Commissioner Alfred

Second by: Commissioner Bush

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

Action: APPROVED

23. Regular County Bills – check #486088 through check #486319.

SEE ATTACHMENTS ON PAGES 460 - 469

Motion by: Commissioner Alfred

Second by: Commissioner Bush

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

Action: APPROVED

24. Consider and approve budget transfer – Visitor Center – additional cost for additional needs & replacement of security camera system.

286-8040-465-4056	ELECTRICITY	\$4,500.00	
286-8040-465-4054	TELEPHONE	\$1,000.00	

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286-8040-465-2005	UNEMPLOYMENT COMPENSATION	\$104.00	
286-8040-465-4009	BUILDINGS AND GROUNDS	\$7,770.00	
286-8040-465-6014	BUILDINGS AND STRUCTURES	\$6,852.00	
286-8040-465-3017	CLOTHING		\$700.00
286-8040-465-3044	JANITOR SUPPLIES		\$3,500.00
286-8040-465-5062	TRAVEL EXPENSE		\$600.00
286-8040-465-1005	EXTRA HELP		\$6,000.00
286-8040-465-6014	BUILDINGS AND STRUCTURES		\$9,426.00

SEE ATTACHMENTS ON PAGES 470 - 472

Motion by: Commissioner Alfred

Second by: Commissioner Bush

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

Action: APPROVED

25. Consider and approve budget transfer - R&B Pct.4 - additional cost for repairs.

114-0405-431-4018	ROAD MACHINERY	\$10,000.00	
114-0402-431-1005	EXTRA HELP		\$3,400.00
114-0402-431-1028	LABORERS		\$2,800.00
114-0406-431-3019	CULVERTS AND PIPE		\$1,300.00
114-0406-431-3048	LUMBER		\$1,500.00
114-0405-431-3035	KEROSENE / BUTANE		\$1,000.00

SEE ATTACHMENTS ON PAGES 473 - 473

Motion by: Commissioner Alfred

Second by: Commissioner Bush

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

Action: APPROVED

ADDENDUMS

26. Consider and approve budget transfer - 279th District Court - additional cost for indigent defense

120-2038-412-5079	JUVENILE ATTORNEY FEES	\$25,000.00	
110-2027-412-5055	PETIT JURORS		\$25,000.00

SEE ATTACHMENTS ON PAGES 474 - 474

Motion by: Commissioner Alfred

Second by: Commissioner Bush

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

Action: APPROVED

27. Consider and approve 'Bargaining Extension Agreement #1' to extend the bargaining period with The Jefferson County Sheriff's Association for an additional 15 days or until September 15, 2021.

SEE ATTACHMENTS ON PAGES 475 - 475

Motion by: Commissioner Alfred

Second by: Commissioner Bush

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

Action: APPROVED

COUNTY COMMISSIONERS:

28. Consider, possibly approve and receive a donation of furniture from the Golden Triangle Business Roundtable (GTBR) for the Emergency Center.

SEE ATTACHMENTS ON PAGES 476 - 477

Motion by: Commissioner Bush

Second by: Commissioner Alfred

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

Action: APPROVED

29. Consider and possibly approve a Proclamation for Golden Triangle Retired and Senior Volunteer Program Day.

Speaker: Crystal Petry

SEE ATTACHMENTS ON PAGES 478 - 478

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

30. Consider, possibly approve and receive final payment from the Young Men's Business League, in the amount of \$203,470.00, for lease agreement to Jefferson County for use of Ford Park.

SEE ATTACHMENTS ON PAGES 479 - 480

Motion by: Commissioner Bush

Second by: Commissioner Alfred

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

Action: APPROVED

31. Consider, possibly approve and authorize the County Judge to execute TxCDBG Amendment/Modification Request for Contract No. 7218240 extension.

SEE ATTACHMENTS ON PAGES 481 - 483

Motion by: Commissioner Bush

Second by: Commissioner Alfred

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

Action: APPROVED

32. Consider and approve order to adopt tax rate of .363184 cents per \$100 valuation. Tax rate is .340686 for maintenance and operations and .022498 for debt service.

SEE ATTACHMENTS ON PAGES 484 - 485

Motion by: Commissioner Alfred

Second by: Commissioner Pierce

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

Action: APPROVED

33. Conduct public hearing on proposed 2021-2022 Jefferson County Budget.

Public Hearing Conducted. No Speakers.

Motion by: Commissioner Alfred

Second by: Commissioner Pierce

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

Action: APPROVED

34. Adopt the 2021-2022 budget.

SEE ATTACHMENTS ON PAGES 486 - 628

Motion by: Commissioner Alfred

Second by: Commissioner Pierce

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

Action: APPROVED

35. Consider and ratify the property tax increase reflected in the adopted budget.

Motion by: Commissioner Alfred

Second by: Commissioner Pierce

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

Action: APPROVED

36. Consider and possibly approve a Proclamation for National Disability Voter Registration Week.

Speaker: Seth Wells

SEE ATTACHMENTS ON PAGES 629 - 630

Motion by: Commissioner Alfred

Second by: Commissioner Pierce

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

Action: APPROVED

ENGINEERING:

37. Consider and possibly approve Tracts 4-A, 4-B, and "A", 1.616 acres of land, replat of Part of Lot 4 and 5, Block 4 Orange Farms Subdivision located on Hwy 365 in Precinct 2. This replat is located in the City of Port Arthur's ETJ (extra-territorial jurisdiction) and has met the platting requirements for the City of Port Arthur and Jefferson County.

SEE ATTACHMENTS ON PAGES 631 - 632

Motion by: Commissioner Bush

Second by: Commissioner Alfred

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

Action: APPROVED

HUMAN RESOURCES:

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

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

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

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

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

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

Jeff R. Branick
County Judge



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE
Advertisement for Invitation for Bids

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, 1st Floor
Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us.

Jefferson County encourages Disadvantaged Business Enterprises to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. Individuals requiring special accommodations are requested to contact our office at 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

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

Respondents are strongly encouraged to carefully read the entire invitation.

A handwritten signature of Deborah L. Clark in black ink, written over a circular stamp that appears to be the official seal of the Jefferson County Purchasing Department.

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

Publish: Beaumont Enterprise – August 4, 2021 and August 11, 2021

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Bid Submissions:

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

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

Instructions to Bidders

1. Bid Submission

Bids must be submitted in complete original form by mail or messenger to the following address:

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

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

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

Bidder shall submit bid in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope 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:

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

7. Rejection or Withdrawal

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

8. Emergency/Declared Disaster Requirements

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

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

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

9. Award

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

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

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

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

10. Contract

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

11. Waiver of Subrogation

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

12. Fiscal Funding

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

13. Bid Results

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

14. **Changes and Addenda to Bid Documents**

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

15. **Specifications**

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

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

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

16. **Delivery**

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

17. **Interpretation of Bid and/or Contract Documents**

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

18. **Currency**

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

19. **Pricing**

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

20. **Notice to Proceed/Purchase Order**

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

21. **Certification**

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

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

22. Definitions

"County" – Jefferson County, Texas.

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

23. Minority-Women Business Enterprise Participation

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

General Conditions of Bidding and Terms of Contract

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

1. Bidding

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.20 Confidential/Proprietary Information

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

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

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

2. Performance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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. 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

4. **Multiple Vendor Award**

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

5. **Delivery**

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the contractor, at the discretion of, and at no additional charge to, Jefferson County.

6. **Payment**

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

Invoices shall be submitted to: Jefferson County Auditing Department, Attention: Accounts Payable, 1149 Pearl Street, 7th floor, Beaumont, TX 77701.

7. Usage Reports

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

8. Insurance

The contractor (including any and all subcontractors as defined in Section 9.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations \$1,000,000

Excess Liability \$1,000,000

Property Insurance (policy below that is applicable to this project):

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation

Statutory Coverage (See Section 9 Below)

9. Workers' Compensation Insurance

9.1 Definitions:

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

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

9.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- 9.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- 9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 8 above.
- 9.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- 9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - 9.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 9.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
- 9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
 - 9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
 - 9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
 - 9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - 9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
 - 9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

- 9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- 9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Minimum Specifications

The following requirements and specifications **supersede** General Requirements where applicable. Contact Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us, regarding any questions or comments. Please reference bid number IFB 21-046/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 ½" 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 & 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: Proper 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

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

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 oz65% 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

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: EVCO PARTNERS LP DBA BURGOON COMPANY

Bidder's TAX ID Number: 2029839318

Contact Person: TINA RIENER **Title:** SALES SUPPORT SPECIALIST

Phone Number (with area code): 409-338-2131

Alternate Phone Number if available (with area code): 409-766-1900

Fax Number (with area code): 409-766-1899

Email Address: txsesupport@burgooncompany.com

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:

EVCO PARTNERS LP DBA BURGOON COMPANY

Company Name

For clarification of this offer, contact:

PO BOX 290

Address

Dean Hamil

Name

TEXAS CITY, TX 77592

City State Zip

281-380-3900

Phone

409-766-1899

Fax

Tina Riener

Signature of Person Authorized to Sign

dhamil@burgooncompany.com

E-mail

TINA RIENER

Printed Name

SALES SUPPORT SPECIALIST

Title

Bidder: Complete & Return this Form with Offer.

ACCEPTANCE OF OFFER

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

Item	Description	Manufacturer/ Style	Number of days required for delivery*	Price EACH
1	Elbeco Textrop2 Women's Long Sleeve, mfg# 2049 1	Grainger# 32JU26	5-15	\$ 60.55
2	Elbeco Textrop2 Men's Long Sleeve Zippered Shirt, mfg# 313 00			\$ no bid
3	Elbeco Textrop2 Four (4)-Pocket Trousers, mfg# E320RN	Grainger# 423Z38	5-15	\$ 50.03
4	Elbeco Textrop2 Women's Long Sleeve Shirt, mfg# 2049 1	Grainger# 32JU26	5-15	\$ 60.55
5	Elbeco Textrop2 Women's Four (4)-Pocket Trousers, mfg# E9314LC	Grainger# 423Z38	5-15	\$ 50.03
6	Galls Water Resistant Duty Jacket, mfg# JA477	Grainger# 21V562	5-15	\$ 88.21
7	Liberty Lined Windbreaker, mfg# 560			\$ no bid
8	Liberty Uniforms Reversible Ansi 3 Hi Viz Raincoat with Logo, mfg# 586MFL	Grainger# 21V850	5-15	\$151.04
9	Neese 48" PVC Vinyl Raincoat, Solid, No Logo, mfg# 1650C	Grainger# 1FBB3	5-15	\$ 9.15
10	Propper I.C.E. Performance Polo Shirt, Short Sleeve, Men (mfg# F534172, Women (mfg# F53277)	Grainger# 12K372 Grainger# 28AN07	5-15	\$ 48.26 \$ 46.07
11	Propper I.C.E. Performance Polo Shirt, Long Sleeve, Men (mfg# F5315), Women (mfg# F535772001)	Grainger# 28AM49 Grainger# 45YL50	5-15	\$ 52.65 \$ 55.29
12	Dutyman Garrison Belt	Grainger# 40N660	5-15	\$40.45
13	Kevlar Gloves, Damascus DSX-100 Elite Tactical OPS Gloves			\$ no bid
14	Name Badge, Blackinton Nameplate, 2" x 3/8", item J2			\$ no bid
15	Cuff Case, Safariland Model 190, Closed Top Cuff Case	Grainger# 40N752	5-15	\$ 42.54
16	Handcuffs, Nickel, Peerless Model 700	Grainger# 21CH07	5-15	\$28.64
17	Handcuffs, Color-Plated, Peerless Model 750	Grainger# 21CH29	5-15	\$ 31.59
18	Leg Irons, Standard, Smith & Wesson 1900	Grainger# 13G488	5-15	\$ 100.01
19	One Man Restraint	Grainger# 21CH21	5-15	\$ 74.56
20	Law Pro Premium Watch Cap, mfg# 425-6636	Grainger# 21X164	5-15	\$17.90
21	Propper Tactical Duty Belt, mfg# F560375001	Grainger# 28AR07	5-15	\$ 9.79
22	Blauer Stretch Adjustable Cap, mfg# 182-1	Grainger# 21X171	5-15	\$ 10.00
23	Blauer Stretch Fitted Cap, mfg# 182	Grainger# 21X171	5-15	\$ 10.00

Item	Description	Manufacturer/ Style	Number of days required for delivery*	Price EACH
24	Law Pro 1/2" S.O. Collar Pins, nickel (mfg# QM4321N), gold (mfg# QM4321G)			\$ no bid
25	5.11 Tactical TacLite Pro Pants, mfg# 74273	Grainger# 21W902	5-15	\$ 62.74
26	5.11 Tactical TacLite Pro Women's Ripstop Pants, mfg# 64360	Grainger# 6YJL5	5-15	\$61.87
27	Tru-Spec 24-7 Series Original Tactical Pants, mfg# 1062082	Grainger# 53RT24	5-15	\$58.80
28	Tru-Spec Women's 24-7 Series Original Tactical Pants	Grainger# 53TJ43	5-15	\$54.06
29	5.11 Tactical 5-in-1 Jacket, mfg# 48017	Grainger# 480T51	5-15	\$206.76
30A	Polo Shirt - Propper I.C.E. Performance Polo Shirt, Long-Sleeve, Men (mfg# F5315), Women (mfg# F535772001)	Grainger# 28AM49 Grainger# 45YL50	5-15	\$52.65 \$ 55.29
30B	Polo Shirt - Propper I.C.E. Performance Polo Shirt, Short-Sleeve, Men (mfg# F534172, Women (mfg# F53277)	Grainger# 12K372 Grainger# 28AN07	5-15	\$ 48.26 \$ 46.07
30C	Polo Shirt - Elbeco Response UFX Tactical Performance Polo, Short-Sleeve, Women (mfg# K5171LC/K5178LC), Elbeco UFX Tactical Short-Sleeve Polo, Men (mfg# K5138)	Grainger# 53TT67 Grainger# 53TR21	5-15	\$ 35.54 \$ 35.54
30D	Polo Shirt - Elbeco Women's UFX Long-Sleeve Performance Polo (mfg# K5184LC), and Elbeco UFX Tactical Long-Sleeve Polo (mfg# K5151)	Grainger# 53TT46 Grainger# 53TT21	5-15	\$ 41.46 \$ 41.46
31	Belt, Safariland 87	Grainger# 40N799	5-15	\$89.79
32	Belt, Safariland 99	Grainger# 36P264	5-15	\$ 11.15
33	5.11 Tactical Belt (59501)	Grainger# 22MP01	5-15	\$47.39
34	Plain Black Handcuff Holder with Open Top for 2.25" Duty Belt, Safariland SAF-090-1-16)	Grainger# 6YML7	5-15	\$ 17.77
35	Baton Holder, Safariland, 26", Expandable (SAF-35-F26-2)	Grainger# 40N710	5-15	\$ 37.60
36	Holser, Level III (Safariland 6360)	Grainger# 40N961	5-15	\$ 184.27
37	Double Magazine Holder (Safariland SAF-77-83-2)	Grainger# 40N721	5-15	\$ 48.89
38	Open Top Double Magazine Holder (Safariland SAF-75-83-2)	Grainger# 36P220	5-15	\$ 21.07
39	OC Spray Holder (Safariland SAF-38-4-2B)	Grainger# 40N740	5-15	\$ 40.44
40	Slotted Belt Keepers (Safariland SAF-63-2B)	Grainger# 40N764	5-15	\$ 4.93
41	Traffic Vest (Vizguard S912)	Grainger# 9XKF7	5-15	\$42.87
42	Red Cone Stinger (STL-75903)	Grainger# 5XB15	5-15	\$6.61
43	Stinger Flashlight Bulb (STL-75914)	Grainger# 5YN54	5-15	\$ 10.91

Item	Description	Manufacturer/ Style	Number of days required for delivery*	Price EACH
44	Stinger Flashlight Lens Kit (STL-765956)		5-15	\$ no bid
45	Singer DS LED-Polymer (STL-76113)	Grainger# 484R15	5-15	\$181.29
46	ASP Baton, Black (ASP 52611)	Grainger# 52TA72	5-15	\$ 14.10
47	Belt Keepers (Safariland SAF-65-4-2B)			\$ no bid
48	Elbeco Ladies Choice Textrop2 Hidden Cargo Pocket Pants (mfg# E9390LC)	Grainger# 423Y57	5-15	\$ 60.11
49	Elbeco Textrop2 Hidden Cargo Pocket Pants (mfg# E390R 00029)	Grainger# 52KV13	5-15	\$ 60.11
50	Galls Women's Agent LTC G-Tac Soft-Shell Jacket (mfg# JA1312)			\$ no bid
51	Galls Agent LTC G-Tac Soft-Shell Jacket (mfg# JX778)	Grainger# 480R95	5-15	\$ 105.31
52	Propper Tac U Combat Shirt (mfg# 541738330)	Grainger# 38MX87	5-15	\$ 92.15
53	Propper Women's Kinetic Pant (mfg# F52594)	Grainger# 56EL90	5-15	\$ 71.09
54	Propper Men's Kinetic Pant (mfg# F52944)	Grainger# 56EL66	5-15	\$ 71.09
55	5.11 Tactical Fast-Tac Uniform Hat (mfg# 89098)	Grainger# 21X171	5-15	\$ 10.00
56	Point Blank R20-D Tactical Carrier with Molle (mfg# R20D-MO)	Grainger# 48TK04	5-15	\$ 84.69
57	Blauer Polyester Armorskin XP (mfg# 8370XP)			\$ no bid
58	Streamlight Stinger Battery NIMH (STL-75375)	Grainger# 11U132	5-15	\$ 13.87
59	Holster Level III (Safariland 7360)	Grainger# 40N962	5-15	\$ 184.27
60	Richardson Call Cap (PTS30)	Grainger# 21X171	5-15	\$ 10.00
61	Elbeco Short-Sleeve Undervest Shirt (mfg# UVS102)			\$ no bid
62	Elbeco Ladies Choice Short-Sleeve Undervest Shirt (mfg# UVS104)			\$ no bid
63	Elbeco Undervest Long-Sleeve Shirt (mfg# UVS1171)			\$ no bid
64	Elbeco Ladies Choice Undervest Long-Sleeve Shirt (mfg# UVS103)			\$ no bid
65	5.11 Tactical Men's Long Sleeve Class B Stryke PDU Shirt (mfg# 72074)	Grainger# 38HN16	5-15	\$ 109.70
66	5.11 Tactical Men's Short-Sleeve Class A Stryke PDU Shirt (mfg# 71037)	Grainger# 52KL05	5-15	\$ 87.76
67	5.11 Tactical TacLite PDU Class B Pant (mfg# 74371)	Grainger# 424J75	5-15	\$ 64.94
68	Propper Lightweight Women's Tactical Trousers (mfg# F52955)	Grainger# 56EL90	5-15	\$ 71.09

Item	Description	Manufacturer/ Style	Number of days required for delivery*	Price EACH
69	5.11 Tactical Apex Pants (mfg# 74434)	Grainger# 424M39	5-15	\$ 90.39
70	5.11 Tactical Apex Pants, Women's (mfg# TR2244-64446)	Grainger# 488J97	5-15	\$51.23
71	5.11 Tactical Stryke Pants with Flextac (mfg# 74369)	Grainger# 44A748	5-15	\$78.10
72	5.11 Tactical Women's Stryke Pants (mfg# 64386)	Grainger# 22MP68	5-15	\$78.10
73	Propper Summer Weight Long-Sleeve Tactical Shirt (mfg# F53463C001)	Grainger# 56EV43	5-15	\$ 59.23
74	Propper Summer Weight Short-Sleeve Tactical Shirt (mfg#F53743C001)	Grainger# 56EV10	5-15	\$ 55.29
75	5.11 Tactical Radio Pouch, MOLLE Compatible (mfg# 58718)	Grainger# 21W019	5-15	\$ 18.88
76	5.11 Tactical VTAC 6x6 Utility Pouch (mfg# 58713)	Grainger# 21W006	5-15	\$ 25.00
77	5.11 Tactical Flex Double Pistol Mag Pouch (mfg# 56425)	Grainger# 45G396	5-15	\$ 22.81
78	5.11 Tactical TacLite 11" Shorts (mfg# 73308)	Grainger# 423Z84	5-15	\$ 53.53
79	5.11 Tactical Men's Short Sleeve Freedom Flex Woven Shirt (mfg# 71340)	Grainger# 53TR66	5-15	\$42.34
80	Eddie Bauer Short Sleeve Performance Fisher Shirt (EB602)	Grainger# 12K073	5-15	\$ 41.25
81	Lawpro Long Sleeve Bike Patrol Polo (mfg# SW1825)			\$ no bid
82	Lawpro Short Sleeve Bike Patrol Polo (mfg# SW1824)	Grainger# 21W574	5-15	\$ 57.04
83	Blauer Long Sleeve Colorblock Performance Polo Shirt (style# 8143)			\$ no bid
84	Blauer Short Sleeve Colorblock Performance Polo Shirt (style# 8133)	Grainger# 21W574	5-15	\$ 57.04
				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)

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: SEE ATTACHED

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

Bidder: Complete & Return this Form with Offer.

Signature Page

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

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

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

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

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

EVCO PARTNERS LP DBA BURGOON COMPANY

Bidder (Entity Name)

Tina Riener

Signature

2701 PALMER HWY & PO BOX 290

Street & Mailing Address

TINA RIENER

Print Name

TEXAS CITY, TX 77590 & 77592

City, State & Zip

8/30/2021

Date Signed

409-338-2131

Telephone Number

409-766-1899

Fax Number

txsesupport@burgooncompany.com

E-mail Address

Bidder: Complete & Return this Form with Offer.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

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

Tina Riener

Signature of Contractor's Authorized Official

TINA RIENER/SALES SUPPORT SPECIALIST

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

8/30/2021

Date

Bidder: Complete & Return this Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ				
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center; padding: 2px;">OFFICE USE ONLY</th> </tr> <tr> <td style="width: 50%; padding: 2px;">Date Received</td> <td style="width: 50%;"></td> </tr> </table>		OFFICE USE ONLY		Date Received	
OFFICE USE ONLY						
Date Received						
1 Name of vendor who has a business relationship with local governmental entity. N/A						
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)						
3 Name of local government officer about whom the information in this section is being disclosed. _____ Name of Officer This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☐ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more? ☐ Yes ☐ No D. Describe each employment or business and family relationship with the local government officer named in this section.						
4 <u>Tina Risher</u> Signature of vendor doing business with the governmental entity 8/30/2021 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

Page 56 of 67

Conflicts Disclosure Statement – OFFICE USE ONLY

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

Adopted 8/7/2015

Note: This Form is for Office Use Only.

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

☐ Yes ☒ No

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

Did the Prime Contractor/Consultant . . .

☐ Yes	☐ No	1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?
☐ Yes	☐ No	2. Notify in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
☐ Yes	☐ No	3. Provide HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contact 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.

TINA RIENER

Printed Name of Authorized Representative

Tina Riener

Signature

SALES SUPPORT SPECIALIST

Title

8/30/2021

Date

Bidder: Complete & Return this Form with Offer.

Notice of Intent (NOI) to Subcontract with

Historically Underutilized Business (HUB)

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

☐ Yes ☒ No

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: _____ HUB: ☐ 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

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): TINA RIENER

Title: SALES SUPPORT SPECIALIST

Signature: Tina Rioser

Date: 8/30/2021

E-mail address: txsesupport@burgooncompany.com

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

Name (print or type): TERRI MARTIN

Title: FINANCIAL ANALYST

Date: 8/30/2021

E-mail address: tmartin@burgooncompany.com

Bidder: Complete & Return this Form with Offer.

Residence Certification/Tax Form

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

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

- ☒ I certify that BURGOON COMPANY [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.):	2029839318
Company Name submitting bid/proposal:	EVCO PARTNERS LP DBA BURGOON COMPANY
Mailing address:	PO BOX 290 TEXAS CITY, TX 77592
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

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

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

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

Bidder: Complete & Return this Form with Offer.

House Bill 89 Verification

I, TINA RIENER, the undersigned representative of (company or business name) EVCO PARTNERS LP DBA BURGOON COMPANY (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.

Tina Riener

Signature of Company Representative

8/30/2021

Date

On this 31st day of August, 2021, personally appeared

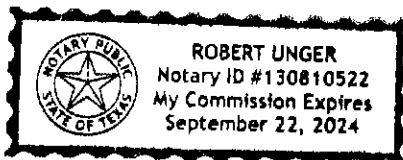
TINA RIENER

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

Notary Seal

[Signature]
Notary Signature

8/31/2021
Date



Bidder: Complete & Return this Form with Offer.

Senate Bill 252 Certification

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

EVCO PARTNERS LP DBA BURGOON COMPANY

Company Name

!FB 21-046/YS

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date _____

Bidder: Complete & Return this Form with Offer.

Bid Affidavit

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

STATE OF Texas COUNTY OF GALVESTON

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

on this day personally appeared TINA RIENER, who
(name)

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

"I, TINA RIENER am a duly authorized officer of/agent
(name)

for EVCO PARTNERS LP DBA BURGOON COMPANY and have been duly authorized to execute the
(name of firm)

foregoing on behalf of the said EVCO PARTNERS LP DBA BURGOON COMPANY.
(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: EVCO PARTNERS LP DBA BURGOON COMPANY
PO BOX 290 TEXAS CITY, TX 77592

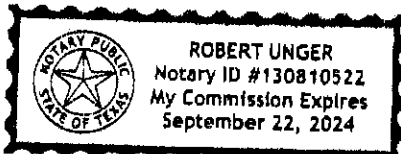
Fax: 409-766-1899 Telephone# 409-766-1900
by: TINA RIENER Title: SALES SUPPORT SPECIALIST
(print name)

Signature: Tina Riener

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

this the 31st day of August, 2021.


Notary Public in and for
the State of Texas



Bidder Shall Return Completed Form with Offer.

LIST OF REFERENCES FOR SIMILAR PROJECTS

Use additional pages as necessary.

1. Project: MRO Prime Contractor
Date of Completion (if applicable): 04/10/2022
Contact Person: William Walsh (Bill)
Company Name: Argonne National Lab
Address: 9700 S Cass Ave, Argonne, IL 60439
Telephone Number: 630-252-7045
Fax Number:
E-mail Address: wmw Walsh@anl.gov

2. Project: MRO Prime Contractor
Date of Completion (if applicable):
Contact Person: Tony Evans
Company Name: Management & Training Corporation
Address: 500 N. Marketplace Drive, Centerville, UT 84014
Telephone Number: 801-693-2769
Fax Number:
E-mail Address: Tony.Evans@mtctrains.org

3. Project: UT Alliance Contract
Date of Completion (if applicable): 07/2023
Contact Person: Kevin Scott, C.P.M.
Company Name: University of Texas System
Address: 1155 Pressler St, Houston, TX 77030
Telephone Number: 713-745-8339
Fax Number:
E-mail Address: kdscott11@mdanderson.org

4. Project:
Date of Completion (if applicable):
Contact Person:
Company Name:
Address:
Telephone Number:
Fax Number:
E-mail Address:

ROB UNGER
409-766-1900
BURGOON COMPANY
2701 PALMER HWY
TEXAS CITY TX 77590

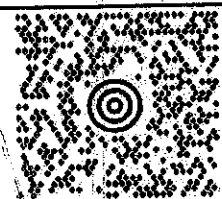
3 LBS PAK

1 OF 1

DWT: 17,13,1

SHIP TO:

IFB 21-046/YS
4098358593
JEFFERSON COUNTY PURCHASING DEPT
1ST FLOOR
1149 PEARL STREET
BEAUMONT TX 77701

**TX 777 0-01****UPS NEXT DAY AIR EARLY****1+**

TRACKING #: 1Z 884 5AF 15 9971 1580



BILLING: P/P

Reference #1: FDSE Bid
Reference #2: Tina R/ Dean H

XOL 21.07.03

NV45 35.0A 08/2021*



Received

9/1/2021

8:59 am

Unger

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/or the Conveh-
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JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE Advertisement for Invitation for Bids

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, 1st Floor
Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us.

Jefferson County encourages Disadvantaged Business Enterprises to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. Individuals requiring special accommodations are requested to contact our office at 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

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

Respondents are strongly encouraged to carefully read the entire invitation.

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

Publish: Beaumont Enterprise – August 4, 2021 and August 11, 2021

ORIGINAL

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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

1. Bid Submission

Bids must be submitted in complete original form by mail or messenger to the following address:

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

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

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

Bidder shall submit bid in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope 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:

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

7. Rejection or Withdrawal

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

8. Emergency/Declared Disaster Requirements

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

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

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

9. Award

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

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

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

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

10. Contract

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

11. Waiver of Subrogation

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

12. Fiscal Funding

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

13. Bid Results

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

14. Changes and Addenda to Bid Documents

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

15. Specifications

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

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

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

16. Delivery

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

17. Interpretation of Bid and/or Contract Documents

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

18. Currency

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

19. Pricing

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

20. Notice to Proceed/Purchase Order

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

21. Certification

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

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

22. Definitions

"County" – Jefferson County, Texas.

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

23. Minority-Women Business Enterprise Participation

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

General Conditions of Bidding and Terms of Contract

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

1. Bidding

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.20 Confidential/Proprietary Information

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

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

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

2. Performance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. REMEDIES

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

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

2. TERMINATION FOR CAUSE AND CONVENIENCE

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

b. **Applicability.** This requirement applies to all FEMA grant and co-operative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

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

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

b. Key Definitions.

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

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

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

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

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

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

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any sub-contract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request

the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it

participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

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

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

4. DAVIS-BACON ACT

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

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

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

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

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

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

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

COMPLIANCE WITH THE DAVIS-BACON ACT:

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R.pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

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

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

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

COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK ACT":

a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

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

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

(1) Overtime requirements. No contractor or subcontractor contracting for any Part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

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

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

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of “funding agreement” under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or non-profit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to “funding agreements,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

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

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

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

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

CLEAN AIR ACT:

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

FEDERAL WATER POLLUTION CONTROL ACT:

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to Jefferson County agrees that the County/Grant Administration Firm Acting on Behalf of the County will, in turn, report each violation as required to assure

notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

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

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

c. Requirements.

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

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

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

1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
2. The contract requires the approval of FEMA, regardless of amount.
3. The contract is for federally-required audit services.
4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.

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

SUSPENSION AND DEBARMENT:

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C 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

4. **Multiple Vendor Award**

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

5. **Delivery**

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the contractor, at the discretion of, and at no additional charge to, Jefferson County.

6. **Payment**

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

Invoices shall be submitted to: Jefferson County Auditing Department, Attention: Accounts Payable, 1149 Pearl Street, 7th floor, Beaumont, TX 77701.

7. Usage Reports

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

8. Insurance

The contractor (including any and all subcontractors as defined in Section 9.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations \$1,000,000

Excess Liability \$1,000,000

Property Insurance (policy below that is applicable to this project):

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation

Statutory Coverage (See Section 9 Below)

9. Workers' Compensation Insurance

9.1 Definitions:

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

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

9.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- 9.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- 9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 8 above.
- 9.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- 9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - 9.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 9.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
- 9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
 - 9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
 - 9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
 - 9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - 9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
 - 9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

- 9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- 9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us, regarding any questions or comments. Please reference bid number IFB 21-046/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 Globes, or equal (must be approved by Jefferson County).

Description: Damascus DSX-100 Elite Tactical OPS Globes 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 ½" 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 & 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 5Xmen'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

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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 Tactlite® 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 oz65% 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

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: Galls, LLC

Bidder's TAX ID Number: 20-3545989

Contact Person: David Adams **Title:** Contract Management Specialist

Phone Number (with area code): 859-787-0428

Alternate Phone Number if available (with area code): 800-876-4242

Fax Number (with area code): 877-914-2557

Email Address: bidreview@galls.com

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

1340 Russell Cave Road

Address
Lexington, KY 40505

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:

Galls, LLC

Company Name

1340 Russell Cave Road

Address

Lexington KY 40505

City State Zip



Signature of Person Authorized to Sign

David Scheve

Printed Name

Chief Financial Officer

Title

For clarification of this offer, contact:

David Adams

Name

859-787-0428

Phone

877-914-2557

Fax

bidreview@galls.com

E-mail

Bidder: Complete & Return this Form with Offer.

ACCEPTANCE OF OFFER

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

Item	Description	Manufacturer/ Style	Number of days required for delivery*	Price EACH
1	Elbeco Textrop2 Women's Long Sleeve, mfg# 2049 1	Elbeco - #2049 1	15 Days ARO	\$ 42.00
2	Elbeco Textrop2 Men's Long Sleeve Zippered Shirt, mfg# 313 00	Elbeco - #313 00	15 Days ARO	\$ 42.00
3	Elbeco Textrop2 Four (4)-Pocket Trousers, mfg# E320RN	Elbeco - #E320RN	15 Days ARO	\$ 40.00
4	Elbeco Textrop2 Women's Long Sleeve Shirt, mfg# 2049 1	Elbeco - #2049 1	15 Days ARO	\$ 42.00
5	Elbeco Textrop2 Women's Four (4)-Pocket Trousers, mfg# E9314LC	Elbeco - #E9314LC	15 Days ARO	\$ 40.00
6	Galls Water Resistant Duty Jacket, mfg# JA477	Galls - JA477	15 Days ARO	\$ 55.00
7	Liberty Lined Windbreaker, mfg# 560	Liberty - #560	15 Days ARO	\$ 21.50
8	Liberty Uniforms Reversible Ansi 3 Hi Viz Raincoat with Logo, mfg# 586MFL	Liberty - #586MFL	15 Days ARO	\$ 65.00
9	Neese 48" PVC Vinyl Raincoat, Solid, No Logo, mfg# 1650C	Neese - #1650C	15 Days ARO	\$ 7.50
10	Propper I.C.E. Performance Polo Shirt, Short Sleeve, Men (mfg# F534172, Women (mfg# F53277)	Propper - #F534172 #F53277	15 Days ARO	\$ 36.75
11	Propper I.C.E. Performance Polo Shirt, Long Sleeve, Men (mfg# F5315), Women (mfg# F535772001)	Propper - #F5315 #F535772001	15 Days ARO	\$ 38.75
12	Dutyman Garrison Belt	Dutyman - #1611U	15 Days ARO	\$ 19.00
13	Kevlar Gloves, Damascus DSX-100 Elite Tactical OPS Gloves	Hatch Gloves - #KSG500	15 Days ARO	\$ 24.00
14	Name Badge, Blackinton Nameplate, 2" x 3/8", item J2	Blackinton - #J2	15 Days ARO	\$ 11.00
15	Cuff Case, Safariland Model 190, Closed Top Cuff Case	Safariland - #190	15 Days ARO	\$ 29.00
16	Handcuffs, Nickel, Peerless Model 700	Peerless - #700	15 Days ARO	\$ 21.80
17	Handcuffs, Color-Plated, Peerless Model 750	Peerless - #750	15 Days ARO	\$ 25.90
18	Leg Irons, Standard, Smith & Wesson 1900	Smith & Wesson - #1900	15 Days ARO	\$ 36.50
19	One Man Restraint	Galls - #RS130	15 Days ARO	\$ 18.00
20	Law Pro Premium Watch Cap, mfg# 425-6636	LawPro - #425-6636	15 Days ARO	\$ 3.95
21	Propper Tactical Duty Belt, mfg# F560375001	Propper - #F560375001	15 Days ARO	\$ 7.00
22	Blauer Stretch Adjustable Cap, mfg# 182-1	Blauer - #182-1	15 Days ARO	\$ 9.75
23	Blauer Stretch Fitted Cap, mfg# 182	Blauer - #182	15 Days ARO	\$ 11.75

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)	Law Pro - #QM4321N #QM4321G	15 Days ARO	\$ 4.75
25	5.11 Tactical TacLite Pro Pants, mfg# 74273	5.11 - #74273	15 Days ARO	\$ 39.00
26	5.11 Tactical TacLite Pro Women's Ripstop Pants, mfg# 64360	5.11 - #64360	15 Days ARO	\$ 39.00
27	Tru-Spec 24-7 Series Original Tactical Pants, mfg# 1062082	Tru-Spec - #1062082	15 Days ARO	\$ 37.00
28	Tru-Spec Women's 24-7 Series Original Tactical Pants	Tru-Spec - #1096004	15 Days ARO	\$ 37.00
29	5.11 Tactical 5-in-1 Jacket, mfg# 48017	5.11 - #48360	15 Days ARO	\$ 180.00
30A	Polo Shirt - Propper I.C.E. Performance Polo Shirt, Long-Sleeve, Men (mfg# F5315), Women (mfg# F535772001)	Propper - #F5315 #F535772001	15 Days ARO	\$ 38.75
30B	Polo Shirt - Propper I.C.E. Performance Polo Shirt, Short-Sleeve, Men (mfg# F534172), Women (mfg# F53277)	Propper - #F534172 #F53277	15 Days ARO	\$ 36.75
30C	Polo Shirt - Elbeco Response UFX Tactical Performance Polo, Short-Sleeve, Women (mfg# K5171LC/K5178LC), Elbeco UFX Tactical Short-Sleeve Polo, Men (mfg# K5138)	Elbeco - #K5171LC #K5178LC #5138	15 Days ARO	\$ 41.00
30D	Polo Shirt - Elbeco Women's UFX Long-Sleeve Performance Polo (mfg# K5184LC), and Elbeco UFX Tactical Long-Sleeve Polo (mfg# K5151)	Elbeco - #K5184LC #K5151	15 Days ARO	\$ 44.00
31	Belt, Safariland 87	Safariland - #87	15 Days ARO	\$ 51.60
32	Belt, Safariland 99	Safariland - #99	15 Days ARO	\$ 28.00
33	5.11 Tactical Belt (59501)	5.11 - #59501	15 Days ARO	\$ 30.00
34	Plain Black Handcuff Holder with Open Top for 2.25" Duty Belt, Safariland SAF-090-1-16)	Safariland - #090-1-16	15 Days ARO	\$ 20.55
35	Baton Holder, Safariland, 26", Expandable (SAF-35-F26-2)	Safariland - #35-F26-2	15 Days ARO	\$ 23.55
36	Holser, Level III (Safariland 6360)	Safariland - #6360	15 Days ARO	\$ 113.00
37	Double Magazine Holder (Safariland SAF-77-83-2)	Safariland - #77-83-2	15 Days ARO	\$ 28.35
38	Open Top Double Magazine Holder (Safariland SAF-75-83-2)	Safariland - #75-83-2	15 Days ARO	\$ 22.35
39	OC Spray Holder (Safariland SAF-38-4-2B)	Safariland - #38-4-2B	15 Days ARO	\$ 22.90
40	Slotted Belt Keepers (Safariland SAF-63-2B)	Safariland - #63-2B	15 Days ARO	\$ 5.65
41	Traffic Vest (Vizguard S912)	Spiewak - #S912	15 Days ARO	\$ 35.25
42	Red Cone Stinger (STL-75903)	Streamlight - #75903	15 Days ARO	\$ 4.10
43	Stinger Flashlight Bulb (STL-75914)	Streamlight - #75914	15 Days ARO	\$ 5.98

Item	Description	Manufacturer/ Style	Number of days required for delivery*	Price EACH
44	Stinger Flashlight Lens Kit (STL-765956)	Streamlight - #765956	15 Days ARO	\$ 10.25
45	Singer DS LED-Polymer (STL-76113)	Streamlight - #76113	15 Days ARO	\$ 99.00
46	ASP Baton, Black (ASP 52611)	ASP - #52611	15 Days ARO	\$ 91.25
47	Belt Keepers (Safariland SAF-65-4-2B)	Safariland - #65-4-2B	15 Days ARO	\$ 10.25
48	Elbeco Ladies Choice Textrop2 Hidden Cargo Pocket Pants (mfg# E9390LC)	Elbeco - #E9390LC	15 Days ARO	\$ 43.00
49	Elbeco Textrop2 Hidden Cargo Pocket Pants (mfg# E390R 00029)	Elbeco - #E390R 00029	15 Days ARO	\$ 43.00
50	Galls Women's Agent LTC G-Tac Soft-Shell Jacket (mfg# JA1312)	Galls - #JA1312	15 Days ARO	\$ 42.00
51	Galls Agent LTC G-Tac Soft-Shell Jacket (mfg# JX778)	Galls - #JX778	15 Days ARO	\$ 42.00
52	Propper Tac U Combat Shirt (mfg# 541738330)	Propper - #541738330	15 Days ARO	\$ 47.00
53	Propper Women's Kinetic Pant (mfg# F52594)	Propper - #F52594	15 Days ARO	\$ 38.00
54	Propper Men's Kinetic Pant (mfg# F52944)	Propper - #F52944	15 Days ARO	\$ 38.00
55	5.11 Tactical Fast-Tac Uniform Hat (mfg# 89098)	5.11 - #89098	15 Days ARO	\$ 7.50
56	Point Blank R20-D Tactical Carrier with Molle (mfg# R20D-MO)	Point Blank - #R20D-MO	15 Days ARO	\$ 165.00
57	Blauer Polyester Amorskin XP (mfg# 8370XP)	Blauer - #8370XP	15 Days ARO	\$ 79.00
58	Streamlight Stinger Battery NIMH (STL-75375)	Streamlight - #75375	15 Days ARO	\$ 15.70
59	Holster Level III (Safariland 7360)	Safariland - #7360	15 Days ARO	\$ 147.50
60	Richardson Call Cap (PTS30)	Richardson - #PTS30	15 Days ARO	\$ 9.75
61	Elbeco Short-Sleeve Undervest Shirt (mfg# UVS102)	Elbeco - #UVS102	15 Days ARO	\$ 39.00
62	Elbeco Ladies Choice Short-Sleeve Undervest Shirt (mfg# UVS104)	Elbeco - #UVS104	15 Days ARO	\$ 39.00
63	Elbeco Undervest Long-Sleeve Shirt (mfg# UVS1171)	Elbeco - #UVS1171	15 Days ARO	\$ 39.00
64	Elbeco Ladies Choice Undervest Long-Sleeve Shirt (mfg# UVS103)	Elbeco - #UVS103	15 Days ARO	\$ 42.00
65	5.11 Tactical Men's Long Sleeve Class B Stryke PDU Shirt (mfg# 72074)	5.11 - #72074	15 Days ARO	\$ 65.00
66	5.11 Tactical Men's Short-Sleeve Class A Stryke PDU Shirt (mfg# 71037)	5.11 - #71037	15 Days ARO	\$ 58.00
67	5.11 Tactical TacLite PDU Class B Pant (mfg# 74371)	5.11 - #74371	15 Days ARO	\$ 45.00
68	Propper Lightweight Women's Tactical Trousers (mfg# F52955)	Propper - #F52955	15 Days ARO	\$ 30.00

Item	Description	Manufacturer/ Style	Number of days required for delivery*	Price EACH
69	5.11 Tactical Apex Pants (mfg# 74434)	5.11 - #74434	15 Days ARO	\$55.00
70	5.11 Tactical Apex Pants, Women's (mfg# TR2244-84446)	5.11 - #64446	15 Days ARO	\$ 55.00
71	5.11 Tactical Stryke Pants with Flextac (mfg# 74369)	5.11 - #74369	15 Days ARO	\$56.00
72	5.11 Tactical Women's Stryke Pants (mfg# 64386)	5.11 - #64386	15 Days ARO	\$ 56.00
73	Propper Summer Weight Long-Sleeve Tactical Shirt (mfg# F53463C001)	Propper - #F53463C001	15 Days ARO	\$ 35.00
74	Propper Summer Weight Short-Sleeve Tactical Shirt (mfg#F53743C001)	Propper - #F53743C001	15 Days ARO	\$ 34.00
75	5.11 Tactical Radio Pouch, MOLLE Compatible (mfg# 58718)	5.11 - #58718	15 Days ARO	\$ 17.50
76	5.11 Tactical VTAC 6x6 Utility Pouch (mfg# 58713)	5.11 - #58713	15 Days ARO	\$20.75
77	5.11 Tactical Flex Double Pistol Mag Pouch (mfg# 58425)	5.11 - #58425	15 Days ARO	\$ 18.50
78	5.11 Tactical TacLite 11" Shorts (mfg# 73308)	5.11 - #73308	15 Days ARO	\$ 35.00
79	5.11 Tactical Men's Short Sleeve Freedom Flex Woven Shirt (mfg# 71340)	5.11 - #71340	15 Days ARO	\$ 41.50
80	Eddie Bauer Short Sleeve Performance Fisher Shirt (EB602)	Eddie Bauer - #EB602	15 Days ARO	\$ 39.00
81	Lawpro Long Sleeve Bike Patrol Polo (mfg# SW1825)	Law Pro - #SW1825	15 Days ARO	\$ 32.00
82	Lawpro Short Sleeve Bike Patrol Polo (mfg# SW1824)	Law Pro - #SW1824	15 Days ARO	\$ 29.00
83	Blauer Long Sleeve Colorblock Performance Polo Shirt (style# 8143)	Blauer - #8143	15 Days ARO	\$ 62.00
84	Blauer Short Sleeve Colorblock Performance Polo Shirt (style# 8133)	Blauer - #8133	15 Days ARO	\$ 49.00
				Percent Discount
81	Additional Items			15 %
82	Ballistic Vest			45 %

* 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)

Vendor shall comply with 15-day delivery:
Vendor shall notify department of anticipated delays:

Yes ☒ No ☐
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: Corpus Christi Police Department

Address: 321 John Sartain St., Corpus Christi, TX 78401

Contact Person and Title: Letecia Gomez - Quartermaster

Phone: 361-886-2613 Fax: N/A

Email Address: leticiag@cctexas.com Contract Period: 2 Years

Scope of Work: Uniforms, duty gear, and body armor

REFERENCE TWO

Government/Company Name: Baytown Police Department

Address: 3200 N Main St., Baytown, TX 77521

Contact Person and Title: Nathan Gallop, Quartermaster

Phone: 281-420-6640 Fax: N/A

Email Address: nathan.gallop@baytown.org Contract Period: Ongoing, open ended

Scope of Work: Uniforms and Duty Gear

REFERENCE THREE

Government/Company Name: Cameron County Sheriff Department

Address: 7300 Old Alice Road, Olmito, TX 78575

Contact Person and Title: Carlos DelBosque, Quartermaster

Phone: 956-203-6156 Fax: N/A

Email Address: cdelbosque@co.cameron.tx.us Contract Period: 2 Years

Scope of Work: Uniforms, duty gear, and body armor

Bidder: Complete & Return this Form with Offer.

Signature Page

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

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

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

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

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

Galls, LLC Bidder (Entity Name) 1340 Russell Cave Road Street & Mailing Address Lexington, KY 40505 City, State & Zip 800-876-4242 Telephone Number bidreview@galls.com E-mail Address	 Signature David Scheve Print Name 8/27/2021 Date Signed 877-914-2557 Fax Number

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:

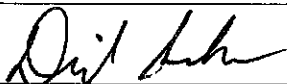
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection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

David Scheve, Chief Financial Officer

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

8/27/2021

Date

Bidder: Complete & Return this Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.		OFFICE USE ONLY
1	Name of vendor who has a business relationship with local governmental entity. Galls, LLC	
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 8/27/2021 Date	

Adopted 8/7/2015

Bidder: Complete & Return this Form with Offer.

Local Government Officer

Conflicts Disclosure Statement – OFFICE USE ONLY

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

Adopted 8/7/2015

Note: This Form is for Office Use Only.



8/27/2021

Re: IFB 21-046/YS, Good Faith Efforts

Galls, LLC ("Galls") appreciates the opportunity to respond to IFB 21-046/YS, for the Jefferson County Sheriff's Department Law Enforcement and Corrections Equipment and Unifroms opportunity. In reference to the Good Faith Efforts requirement, Galls will not be utilizing any subcontractors to fulfill the requirements of this opportunity. Galls provides our customers with a number of added services including, customizable agency websites, over \$80 million in on-hand inventory, a variety of alterations and customization options, and over 80+ locations nationwide.

In the future Galls will continue to make good faith efforts to utilize eligible subcontractors to fulfill any additional business needs.

Please direct all question to the undersigned.

Thank you,

Tiffany Brewer
Senior Manager, Contract Compliance
Galls, LLC

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

☐ Yes ☒ No

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

N/A

Did the Prime Contractor/Consultant . . .

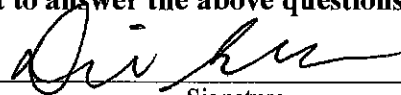
☐ Yes ☐ No	1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?
☐ Yes ☐ No	2. Notify in writing a reasonable number of HUBs, allowing sufficient time 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 contact within the Prime Contractor/Consultant's organization)?
N/A	
☐ 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.

David Scheve

Printed Name of Authorized Representative



Signature

Chief Financial Officer

Title

8/27/2021

Date

Galls, LLC does not intend to use subcontractors for the performance of any contract resulting from this bid.

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: Galls, LLC HUB: p Yes p No

Address: 1340 Russell Cave Road Lexington KY 40505
Street City State Zip

Phone (with area code): 800-876-4242 Fax (with area code): 877-914-2557

Project Title & No.: Term Contract for Jefferson County Sheriff's Department Law Enforcement and Corrections Equipment and Uniforms
IFB 21-046/YS

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: _____

David Scheve
 Printed Name of Contractor Representative


 Signature of Representative

8/27/2021

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

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: Galls, LLC does not intend to use subcontractors for any contract resulting from this bid

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): David Scheve

Title: Chief Financial Officer

Signature: L. Quijano

Date: 8/27/2021

E-mail address: bidreview@galls.com

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

Name (print or type): Cyndy DeBerdt

Title: **Accounting Manager**

Date: 8/27/2021

E-mail address: deberdt-cyndy@galls.com

Bidder: Complete & Return this Form with Offer.

Residence Certification/Tax Form

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

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

- ☐ I certify that _____ [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.
- ☒ I certify that Galls, LLC [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Lexington Kentucky (city and state).

Taxpayer Identification Number (T.I.N.):	20-3545989
Company Name submitting bid/proposal:	Galls, LLC
Mailing address:	1340 Russell Cave Road, Lexington, KY 40505
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

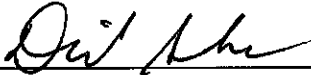
I, David Scheve, the undersigned representative of (company or business name) Galls, LLC (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above,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

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

Pursuant to Section 2270.001, Texas Government Code:

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

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



Signature of Company Representative

8/27/2021

Date

On this 27th day of August, 2021, personally appeared

David Scheve, 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

8/27/2021

Date

Bidder: Complete & Return this Form with Offer.

TIFFANY BREWER
NOTARY PUBLIC
Kentucky, State At Large
I.D. # 616865
My Commission Expires 2/12/2023

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.

Galls, LLC

Company Name

IFB 21-046/YS

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

Bidder: Complete & Return this Form with Offer.

Bid Affidavit

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

STATE OF Kentucky COUNTY OF Fayette

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

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

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

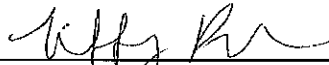
Name and address of bidder: Galls, LLC
1340 Russell Cave Road, Lexington, KY 40505

Fax: 877-914-2557 Telephone# 800-876-4242
by: David Scheve Title: Chief Financial Officer
(print name)

Signature: 

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

this the 27th day of August, 2021.


Notary Public in and for
the State of Kentucky

TIFFANY BREWER
NOTARY PUBLIC
Kentucky, State At Large
I.D. # 616865
My Commission Expires 2/12/2023

Bidder Shall Return Completed Form with Offer.

Client#: 1778682

GALLSLLC11

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/02/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC 312 Elm Street, 24th Floor Cincinnati, OH 45202 513 852-6300	CONTACT NAME: PHONE (A/C, No, Ext): 513 852-6300 FAX (A/C, No): 513 852-6428 E-MAIL ADDRESS:														
INSURED Galls, LLC 1340 Russell Cave Road Lexington, KY 40505	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : QBE Insurance Corporation</td> <td>39217</td> </tr> <tr> <td>INSURER B : General Casualty Company of Wisconsin</td> <td>24414</td> </tr> <tr> <td>INSURER C : Praetorian Insurance Company</td> <td>37257</td> </tr> <tr> <td>INSURER D : The Cincinnati Insurance Company</td> <td>10677</td> </tr> <tr> <td>INSURER E : Regent Insurance Company</td> <td>24449</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : QBE Insurance Corporation	39217	INSURER B : General Casualty Company of Wisconsin	24414	INSURER C : Praetorian Insurance Company	37257	INSURER D : The Cincinnati Insurance Company	10677	INSURER E : Regent Insurance Company	24449	INSURER F :	
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INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDSUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☒ LOC OTHER:	X X	CGA1365959	03/01/2021	03/01/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
E	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	X X	CBA1365959	03/01/2021	03/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$10,000	X	CCU1365959	03/01/2021	03/01/2022	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	CWC1365959	03/01/2021	03/01/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Excess Liability		EXS0570374	03/01/2021	03/01/2022	\$15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Coverage.

CERTIFICATE HOLDER

CANCELLATION

Galls, LLC 1340 Russell Cave Road Lexington, KY 40505-3114	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

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Form W-9
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
GALLS PARENT HOLDINGS, LLC

2 Business name/disregarded entity name, if different from above
GALLS, LLC (FEIN: 20-3545989)

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **P**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
PO BOX 71628

6 City, state, and ZIP code
CHICAGO, IL 60694-1628

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-					

or

Employer identification number

8	2	-	4	0	9	9	4	6	9

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ► *[Signature]* Date ► **2/25/2021**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



1340 Russell Cave Road
Lexington, KY 40505

To Whom It May Concern,

Our W-9 is filled out properly for a Single Member LLC that files its Federal Income Tax return under its Parent Company.

Galls LLC is a valid legal entity with FEIN # 20-3545989. For Federal Income Tax purposes only, Galls LLC files as a division of its Parent Company, Galls Parent Holdings LLC and pays Federal Income Tax under FEIN # 82-4099469.

Galls' legal staff together with our Parent Company have issued this W-9 in accordance with Federal law and the use of this form.

A handwritten signature in black ink, appearing to read 'David Scheve'.

David Scheve

CFO

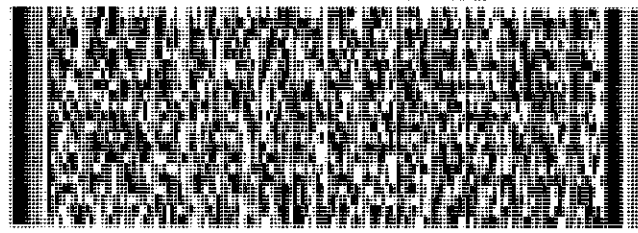
ORIGIN ID: LEXA (859) 266-7227
DAVID ADAMS
1340 RUSSELL CAVE RD
LEXINGTON, KY 40505
UNITED STATES US

SHIP DATE: 27AUG21
ACTWGT: 3.00 LB
CAD: 1095885/NET4400
BILL SENDER

TO DEBORAH L. CLARK
JEFFERSON COUNTY PURCHASING DEPT
1149 PEARL STREET
1ST FLOOR
BEAUMONT TX 77701

55DU11BAF3FE4A

(409) 835-8593 REF: D107
INV: DEPT: 10
PO:



MON - 30 AUG 10:30A
PRIORITY OVERNIGHT

TRK# 7746 6260 8036
0201

XH BPTA

77701
TX-US IAH



rec 8/30/2021
11:15 am yxaw

Deborah L. Clark, Purchasing Agent
Term Contract for Jefferson County Sheriff's Dept
Law Enforcement and Corrections Equipment and
Uniforms
IFB: 21-046/YS
Due 9/1/2021
C 1 1 0.1

Bidder Information Form

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: TND WORKWEAR CO., LLC

Bidder's TAX ID Number: 81-4951962

Contact Person: TONY CERVANTES **Title:** PRESIDENT

Phone Number (with area code): (409) 892-7826

Alternate Phone Number if available (with area code): (409) 284-0028

Fax Number (with area code): (409) 892-7826

Email Address: tony@tndworkwear.com /diane@tndworkwear.com

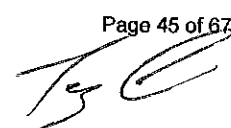
Mailing Address (Please provide a physical address for bid bond return, if applicable):

5550 Eastex Frwy Ste L

Address Beaumont, TX 77708

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:

TND WORKWEAR CO., LLC

Company Name

5550 EASTEX FRWY STE L

Address

SILSBEE, TX 77656

City

State

Zip

Signature of Person Authorized to Sign

TONY CERVANTES

Printed Name

PRESIDENT

Title

For clarification of this offer, contact:

TONY CERVANTES

Name

(409) 892-7836

(409) 892-7826

Phone

Fax

tony@tndworkwear.com

E-mail

Bidder: Complete & Return this Form with Offer.

ACCEPTANCE OF OFFER

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

30- 60 DAYS
MAY VARY DUE
TO COVID PANDEMIC

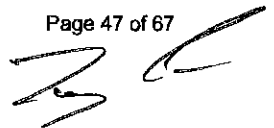
Attest:

Carolyn L. Guidry
County Clerk

Bidder: Complete & Return this Form with Offer.

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

Page 47 of 67

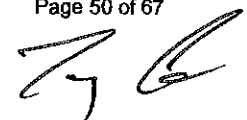


Bid Form

Item	Description	Manufacturer/ Style	Number of days required for delivery*	Price EACH
1	Elbeco Textrop2 Women's Long Sleeve, mfg# 2049 1	ELBECO/ 3534LC	15 DAYS FOR ALL ITEMS BELOW EXCEPT FOR BALLISTICS ALL MAY VARY DUE TO COVID	\$ 56.79
2	Elbeco Textrop2 Men's Long Sleeve Zippered Shirt, mfg# 313 00	ELBECO/ 3524		\$ 56.79
3	Elbeco Textrop2 Four (4)-Pocket Trousers, mfg# E320RN	ELBECO/ 3424R		\$ 58.85
4	Elbeco Textrop2 Women's Long Sleeve Shirt, mfg# 2049 1	ELBECO/ 3554LC		\$ 52.95
5	Elbeco Textrop2 Women's Four (4)-Pocket Trousers, mfg# E9314LC	ELBECO/ E3434CC		\$ 58.85
6	Galls Water Resistant Duty Jacket, mfg# JA477	PROPPER/ F543430		\$ 31.28
7	Liberty Lined Windbreaker, mfg# 560	LIBERTY/ 560		\$ 29.95
8	Liberty Uniforms Reversible Ansi 3 Hi Viz Raincoat with Logo, mfg# 586MFL	RADIANS/ 9700 WITH LOGO		\$ 102.95
9	Neese 48" PVC Vinyl Raincoat, Solid, No Logo, mfg# 1650C	RADIANS/ 9700		\$ 79.95
10	Propper I.C.E. Performance Polo Shirt, Short Sleeve, Men (mfg# F534172, Women (mfg# F53277)	PROPPER/ ICE SS WITH LOGO		\$ 49.95
11	Propper I.C.E. Performance Polo Shirt, Long Sleeve, Men (mfg# F5315), Women (mfg# F535772001)	PROPPER/ ICE LS WITH LOGO		\$ 52.95
12	Dutyman Gamison Belt	PERFECT FIT/PF5000		\$ 19.95
13	Kevlar Gloves, Damascus DSX-100 Elite Tactical OPS Gloves	STRONG SUIT/ 50100 2ND SUIT		\$ 26.95
14	Name Badge, Blackinton Nameplate, 2" x 3/8", item J2	BLACKINTON/ J2		\$ 11.00
15	Cuff Case, Safariland Model 190, Closed Top Cuff Case	G&G/ B580-BR		\$ 34.42
16	Handcuffs, Nickel, Peerless Model 700	SMITH& WARREN/ 100N CUFFS		\$ 29.95
17	Handcuffs, Color-Plated, Peerless Model 750	SMITH& WARREN/ 100B CUFFS		\$ 32.95
18	Leg Irons, Standard, Smith & Wesson 1900	SMITH& WARREN/ 1900 CUFFS		\$ 32.00
19	One Man Restraint	N/A	N/A	\$ NIL
20	Law Pro Premium Watch Cap, mfg# 425-6636	N/A	N/A	\$ NIL
21	Propper Tactical Duty Belt, mfg# F560375001	PROPPER/ F560375		\$ 10.95
22	Blauer Stretch Adjustable Cap, mfg# 182-1	N/A	N/A	\$ NIL
23	Blauer Stretch Fitted Cap, mfg# 182	N/A	N/A	\$ NIL

Item	Description	Manufacturer/ Style	Number of days required for delivery*	Price EACH
24	Law Pro 1/2" S.O. Collar Pins, nickel (mfg# QM4321N), gold (mfg# QM4321G)	PREMIER/ P2518		\$ 8.50
25	5.11 Tactical Tacite Pro Pants, mfg# 74273	5.11/ 74273		\$ 49.95
26	5.11 Tactical Tacite Pro Women's Ripstop Pants, mfg# 64360	5.11/ 64360		\$ 49.95
27	Tru-Spec 24-7 Series Original Tactical Pants, mfg# 1062082	PROPPER/ F5252-50		\$ 32.95
28	Tru-Spec Women's 24-7 Series Original Tactical Pants	PROPPER/ F5295-50		\$ 32.95
29	5.11 Tactical 5-in-1 Jacket, mfg# 48017	ELBECO/ SH3800		\$
30A	Polo Shirt - Propper I.C.E. Performance Polo Shirt, Long-Sleeve, Men (mfg# F5315), Women (mfg# F535772001)	PROPPER/ ICE LS WITH LOGO		\$ 52.95
30B	Polo Shirt - Propper I.C.E. Performance Polo Shirt, Short-Sleeve, Men (mfg# F534172, Women (mfg# F53277)	PROPPER/ ICE SS WITH LOGO		\$ 49.95
30C	Polo Shirt - Elbeco Response UFX Tactical Performance Polo, Short-Sleeve, Women (mfg# K5171LC/K5178LC), Elbeco UFX Tactical Short-Sleeve Polo, Men (mfg# K5138)	ELBECO/K5138 SS WITH LOGO		\$ 49.95
30D	Polo Shirt - Elbeco Women's UFX Long-Sleeve Performance Polo (mfg# K5184LC), and Elbeco UFX Tactical Long-Sleeve Polo (mfg# K5151)	ELBECO/ K5151 LS WITH LOGO		\$ 52.95
31	Belt, Safariland 87	G&G/ B56		\$ 62.00
32	Belt, Safariland 99	G&G/ B57		\$ 36.95
33	5.11 Tactical Belt (59501)	5.11/ 59501		\$ 42.95
34	Plain Black Handcuff Holder with Open Top for 2.25" Duty Belt, Safariland SAF-090-1-16)	SAFARILAND/ 090-16		\$ 30.95
35	Baton Holder, Safariland, 26", Expandable (SAF-35-F26-2)	G&G/ B560-26		\$ 26.85
36	Holser, Level III (Safariland 6360)	SAFARILAND/6360		\$ 138.95
37	Double Magazine Holder (Safariland SAF-77-83-2)	G&G/ B627-BR		\$ 39.50
38	Open Top Double Magazine Holder (Safariland SAF-75-83-2)	G&G/ K617-3		\$ 35.65
39	OC Spray Holder (Safariland SAF-38-4-2B)	G&G K681-3BR		\$ 29.25
40	Slotted Belt Keepers (Safariland SAF-63-2B)	G&G B76-4BR		\$ 14.00
41	Traffic Vest (Vizguard S912)	SPIEWAK/5912 WITH SHERIFF		\$ 38.95
42	Red Cone Stinger (STL-75903)	STREAMLIGHT/ 75903		\$ 8.00
43	Stinger Flashlight Bulb (STL-75914)	STREAMLIGHT/75914		\$ 8.00

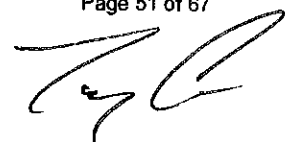
Item	Description	Manufacturer/ Style	Number of days required for delivery*	Price EACH
44	Stinger Flashlight Lens Kit (STL-765956)	N/A		\$ NIL
45	Singer DS LED-Polymer (STL-76113)	STREAMLIGHT /HL STL75454		\$ 152.75
46	ASP Baton, Black (ASP 52611)	ASP/ 52611	15 DAYS FOR FOR MAY VARY DUE TO COVID PANDEMIC	\$ 102.95
47	Belt Keepers (Safariland SAF-65-4-2B)	G&G B76-4BR		\$ 14.00
48	Elbeco Ladies Choice Textrop2 Hidden Cargo Pocket Pants (mfg# E9390LC)	ELBECO/ E3454LC		\$ 62.95
49	Elbeco Textrop2 Hidden Cargo Pocket Pants (mfg# E390R 00029)	ELBECO/ E3444R		\$ 62.95
50	Galls Women's Agent LTC G-Tac Soft-Shell Jacket (mfg# JA1312)	PROPPER/ F54280X		\$ 75.95
51	Galls Agent LTC G-Tac Soft-Shell Jacket (mfg# JX778)	PROPPER/F54280X		\$ 75.95
52	Propper Tac U Combat Shirt (mfg# 541738330)	PROPPER		\$ 37.50
53	Propper Women's Kinetic Pant (mfg# F52594)	PROPPER/ F52594		\$ 48.50
54	Propper Men's Kinetic Pant (mfg# F52944)	PROPPER/ F52594		\$ 48.50
55	5.11 Tactical Fast-Tac Uniform Hat (mfg# 89098)	5.11/ 89098		\$ 9.95
56	Point Blank R20-D Tactical Carrier with Molle (mfg# R20D-MO)	POINT BLANK/ ODC GARDIAN	30-60 DAYS MAY VARY DUE TO COVID PANDEMIC	\$ 325.95
57	Blauer Polyester Armorskin XP (mfg# 8370XP)	ELBECO/ V4114B NAVY		\$ 102.95
58	Streamlight Stinger Battery NiMH (STL-75375)	EMPIRE/ FLB-NCD-1		\$ 25.00
59	Holster Level III (Safariland 7360)	SAFARILAND/ 7360		\$ 119.96
60	Richardson Call Cap (PTS30)	N/A	N/A	\$ NIL
61	Elbeco Short-Sleeve Undervest Shirt (mfg# UVS102)	ELBECO/ UVS172		\$ 44.86
62	Elbeco Ladies Choice Short-Sleeve Undervest Shirt (mfg# UVS104)	ELBECO/ UVS174		\$ 44.86
63	Elbeco Undervest Long-Sleeve Shirt (mfg# UVS1171)	ELBECO/ UVS171		\$ 48.86
64	Elbeco Ladies Choice Undervest Long-Sleeve Shirt (mfg# UVS103)	ELBECO/ UVS173		\$ 48.86
65	5.11 Tactical Men's Long Sleeve Class B Stryke PDU Shirt (mfg# 72074)	5.11/ 72074		\$ 80.50
66	5.11 Tactical Men's Short-Sleeve Class A Stryke PDU Shirt (mfg# 71037)	5.11/ 71037		\$ 70.50
67	5.11 Tactical TacLite PDU Class B Pant (mfg# 74371)	5.11/ 74371		\$ 60.50
68	Propper Lightweight Women's Tactical Trousers (mfg# F52955)	PROPPER/ F5295-50		\$ 32.95



Item	Description	Manufacturer/ Style	Number of days required for delivery*	Price EACH
69	5.11 Tactical Apex Pants (mfg# 74434)	5.11/ 74434		\$ 64.00
70	5.11 Tactical Apex Pants, Women's (mfg# TR2244-64446)	5.11/ 64446		\$ 64.00
71	5.11 Tactical Stryke Pants with Flexlac (mfg# 74369)	5.11/ 74369		\$ 64.00
72	5.11 Tactical Women's Stryke Pants (mfg# 64386)	5.11/ 64386		\$ 64.00
73	Propper Summer Weight Long-Sleeve Tactical Shirt (mfg# F53463C001)	PROPPER/ WM		\$ 41.29
74	Propper Summer Weight Short-Sleeve Tactical Shirt (mfg#F53743C001)	PROPPER/ MEN		\$ 39.85
75	5.11 Tactical Radio Pouch, MOLLE Compatible (mfg# 58718)	5.11/ 58718		\$ 24.95
76	5.11 Tactical VTAC 6x6 Utility Pouch (mfg# 58713)	5.11/ 58713		\$ 24.95
77	5.11 Tactical Flex Double Pistol Mag Pouch (mfg# 56425)	5.11/ 56425		\$ 24.95
78	5.11 Tactical TacLite 11" Shorts (mfg# 73308)	5.11/ 73308		\$ 46.78
79	5.11 Tactical Men's Short Sleeve Freedom Flex Woven Shirt (mfg# 71340)	5.11/ 71340		\$ 53.50
80	Eddie Bauer Short Sleeve Performance Fisher Shirt (EB602)	N/A	N/A	\$ NIL
81	Lawpro Long Sleeve Bike Patrol Polo (mfg# SW1825)	ELBECO/ K5223		\$ 59.72
82	Lawpro Short Sleeve Bike Patrol Polo (mfg# SW1824)	ELBECO/ K5213		\$ 50.79
83	Blauer Long Sleeve Colorblock Performance Polo Shirt (style# 8143)	ELBECO/ K5134		\$ 38.95
84	Blauer Short Sleeve Colorblock Performance Polo Shirt (style# 8133)	ELBECO/ K5144		\$ 42.95
	ALTERATION - HEM-\$10/ADDITIOANL PATCHES-\$4			Percent Discount
81	Additional Items			15% IN STORE %
82	Ballistic Vest	POINTBLANK/ B21-1	30- 60 DAYS MAY VARY DUE TO COVID PANDEMIC	TOTAL COST% \$815.95

* 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)

Vendor shall comply with 15-day delivery:
Vendor shall notify department of anticipated delays:

Yes ☒ No ☐
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: SILSBEE POLICE DEPT.
Address: 1104 NORTH 5TH ST., SILBEE, TX 77656
Contact Person and Title: SHAWN BLACKWELL/ CHIEF
Phone: (409) 385-3714 Fax: (409) 385-0093
Email Address: sblackwell@cityofsilsbee.com Contract Period: OPEN
Scope of Work: UNIFORMS & EQUIPMENT

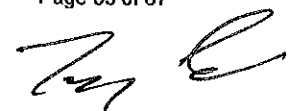
REFERENCE TWO

Government/Company Name: VIDOR POLICE DEPT.
Address: 695 EAST RAILROAD, VIDOR TX 77662
Contact Person and Title: ROD CARROLL/ CHIEF
Phone: (409) 769-4561 Fax: (409) 769-8265
Email Address: rcarroll@cityofvidor.com Contract Period: OPEN
Scope of Work: UNIFORMS & EQUIPMENT

REFERENCE THREE

Government/Company Name: LUMBERTON POLICE DEPT.
Address: 120A EAST CHANCE, LUMBERTON TX 77657
Contact Person and Title: DANNY SULLINS/ CHIEF
Phone: (409) 755-2650 Fax: (409) 755-7900
Email Address: dsullins@lumbertonpd.com Contract Period: OPEN
Scope of Work: UNIFORMS & EQUIPMENT

Bidder: Complete & Return this Form with Offer.



Signature Page

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

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

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

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

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

TND WORKWEAR CO., LLC

Bidder (Entity Name)

5550 EASTEX FRWY STE L

Street & Mailing Address

BEAUMONT, TX 77708

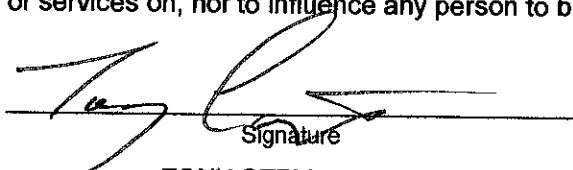
City, State & Zip

(409) 892-7836

Telephone Number

tony@tndworkwear.com

E-mail Address



Signature

TONY CERVANTES

Print Name

8/27/2021

Date Signed

(409) 892-7826

Fax Number

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:

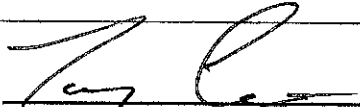
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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	
TONY CERVANTES / PRESIDENT	
Name and Title of Contractor's Authorized Official (Please Print)	
8/27/2021	
Date	

Bidder: Complete & Return this Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.008(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 176.008(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. TND WORKWEAR CO., LLC		
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. DOES NOT APPLY 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 8/27/2021 Date		

Adopted 8/7/2015

Bidder: Complete & Return this Form with Offer.**Local Government Officer**

Conflicts Disclosure Statement – OFFICE USE ONLY

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

Adopted 8/7/2015

Note: This Form is for Office Use Only.


Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant . . .

☐ Yes	☒ No	1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?
☐ Yes	☒ No	2. Notify in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
☐ Yes	☒ No	3. Provide HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contact 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.

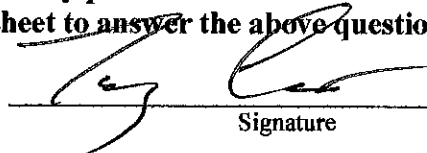
If necessary, please use a separate sheet to answer the above questions.

TONY CERVANTES

Printed Name of Authorized Representative

PRESIDENT

Title


 Signature

8/27/2021

Date

Bidder: Complete & Return this Form with Offer.

Notice of Intent (NOI) to Subcontract with

Historically Underutilized Business (HUB)

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

☐ Yes ☒ No

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: N/A 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.

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: N/A HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____

Street	City	State	Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____

Street	City	State	Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed:

Bidder: Complete & Return this Form with Offer.

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

PAGE 2 OF 4

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet

(Duplicate as Needed)

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

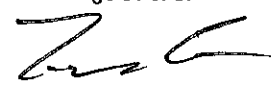
Phone (with area code): _____ Fax (with area code): _____

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

Description of Subcontract Work to be Performed: _____

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

Bidder: Complete & Return this Form with Offer.



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: N/A

Address: _____
 Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: N/A

Address: _____
 Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder: Complete & Return this Form with Offer.

Tr C

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: N/A

Address: _____

Street	City	State	Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: N/A

Address: _____

Street	City	State	Zip
_____	_____	_____	_____

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): _____

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.

Page 65 of 67

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 TND WORKWEAR CO., LLC [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.):	81-41951962
Company Name submitting bid/proposal:	TND WORKWEAR CO., LLC
Mailing address:	5550 Eastex Frwy Ste L., BEAUMONT, TX 77708
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

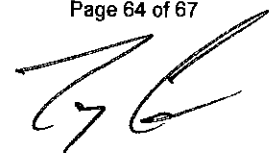
Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**
700000-000/129840-00000	5550 Eastex Frwy Ste L., BEAUMONT, TX 77708

* 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, TONY CERVANTES, the undersigned representative of (company or business name) TND WORKWEAR CO., LLC (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

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

Pursuant to Section 2270.001, Texas Government Code:

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

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

[Signature]
Signature of Company Representative

8-27-2021
Date

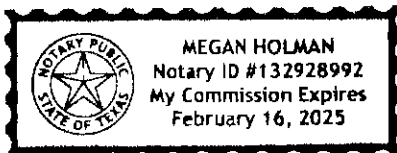
On this 27th day of August, 2021, personally appeared

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

Notary Seal

[Signature]
Notary Signature

8-27-21
Date



Bidder: Complete & Return this Form with Offer.

Senate Bill 252 Certification

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

TND WORKWEAR CO., LLC

Company Name

IFB 21-046/YS

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

Bidder: Complete & Return this Form with Offer.

Bid Affidavit

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

STATE OF TEXAS COUNTY OF JEFFERSON

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

on this day personally appeared TONY CERVANTES, who
(name)

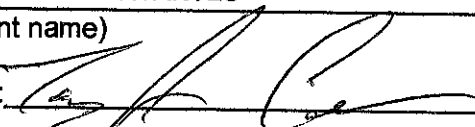
after being by me duly sworn, did depose and say:

"I, TONY CERVANTES am a duly authorized officer of/agent
(name)
for TND WORKWEAR CO., LLC and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said TND WORKWEAR CO., LLC
(name of firm)

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

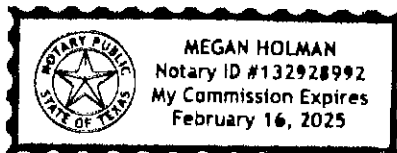
Name and address of bidder: 5550 Eastex Frwy Ste L., BEAUMONT, TX 77708

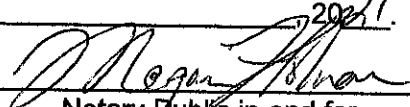
Fax: (409) 892-7826 Telephone# (409) 892-7836
by: TONY CERVANTES Title: PRESIDENT
(print name)

Signature: 

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

this the 22th day of August, 2021.




Notary Public in and for
the State of Texas

Bidder Shall Return Completed Form with Offer.

TRID WORKMAN CO., LLC

SEALED BID *Rec 9/31/2021*
 9:45 am yours

BID NO: IFB 21-046/YS

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

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

ATTN: PURCHASING AGENT
 Jefferson County Purchasing Department
 1149 Pearl Street, 1st Floor
 Beaumont, Texas 77701

Original

JACK BROOKS REGIONAL AIRPORT
Airfield Marking Rehabilitation
AIP NO. 3-48-0018-37-20

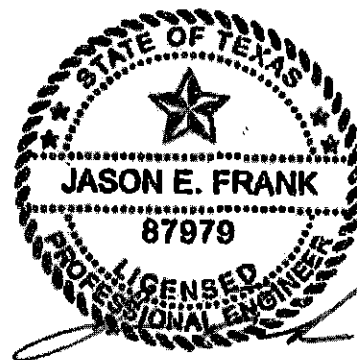
JEFFERSON COUNTY COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS
Jefferson County Project 21-052/JW



TEXAS REGISTERED ENGINEERING FIRM F-5713

Garver Project Number 20A12502

July 2021



Digitally Signed 07/02/2021

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SECTION A
ADVERTISEMENT AND INVITATION TO BID



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE

Advertisement for Invitation for Bids

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 IFB 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, 1st 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

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,

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

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

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/>

SECTION B
INSTRUCTIONS TO BIDDERS

Instructions to Bidders

1. Bid Submission

Bids must be submitted in complete original form by mail or messenger to the following address:

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

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

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

Bidder shall submit bid in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope 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/>

<u>DEADLINE FOR QUESTIONS:</u> The deadline for asking questions in writing or requesting additional information (in writing or in person) is 5:00 pm, Monday, August 23, 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 will implement any precautionary measures recommended by the CDC within its facilities.

Bidders are strongly urged to plan accordingly.

4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

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

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

5. Signatures

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

6. County Holidays – 2021:

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

7. Rejection or Withdrawal

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

8. Emergency/Declared Disaster Requirements

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

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

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

9. Award

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

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

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

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

10. Contract

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

11. Waiver of Subrogation

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

12. Fiscal Funding

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

13. Bid Results

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

14. Changes and Addenda to Bid Documents

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All

such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

15. Specifications

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

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

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

16. Delivery

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

17. Interpretation of Bid and/or Contract Documents

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

18. Currency

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

19. Pricing

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

20. Notice to Proceed/Purchase Order

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

21. Certification

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

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

22. Definitions

"County" – Jefferson County, Texas.

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

23. Minority-Women Business Enterprise Participation

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

General Conditions of Bidding and Terms of Contract

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

1. Bidding

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

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

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

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

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

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

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

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

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

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

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

1.12 Quantities. Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

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

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

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

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

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

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

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

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

1.20 Confidential/Proprietary Information

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

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

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

2. Performance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FEMA and FEDERAL MANDATED CONTRACT PROVISIONS

It is not the intention of the sponsor to incorporate all provisions in this section into the resultant contract. Some of the provisions listed in this section are not applicable to the resultant contract and are identified in this section so that bidders are made aware of what terms will be included in the contract.

BREACH OF CONTRACT TERMS/REMEDIES

a. **Source**

2 C.F.R. Part 200, Appendix II(A).

b. **Applicability**

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

All AIP and other Federally Assisted contracts over \$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.

TERMINATION FOR CAUSE AND CONVENIENCE

a. **Source**

2 C.F.R. Part 200, Appendix II(B).

b. **Applicability.**

This requirement applies to all Federal and FEMA grant and co-operative agreement programs.

All AIP and other Federally Assisted contracts over \$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.

EQUAL EMPLOYMENT OPPORTUNITY

a. **Source**

2 C.F.R. Part 200, Appendix II(C), Executive Order 11246, 41 CFR § 60-1.4, and 41 CFR § 60-4.3

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

b. **Standard.**

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

c. **Applicability.**

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

All AIP and other Federally Assisted contracts over \$10,000 must address equal opportunity clauses.

Contract Types:

- **Construction Contracts:** Must include contract and specification language in all construction contracts and subcontracts.
- **Equipment:** Must include contract and specification language into all equipment contracts that involve installation of equipment onsite (e.g. electrical vault equipment and security systems), however it does not apply to equipment acquisition projects where the manufacture of the equipment takes place offsite (e.g. vehicles and tractors).
- **Professional Services:** Must include contract and specification language into all professional service contracts.

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

**Construction Clause:
Equal Opportunity Clause**

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and 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 send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or worker's representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 6. In the event of the contractor's 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.
 7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any 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.
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Required Language. The regulation at 41 C.F.R. Part 60-4.3 requires the insertion of the following contract clause.

Specification Clause:

Equal Opportunity Clause

During the performance of this contract, the contractor agrees as follows:

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
 - d. "Minority" includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of

their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
 - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
 - g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
 - h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
 - i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
 9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally), the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.
 10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
 11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
 13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.
 14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee

identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

DAVIS-BACON ACT

a. Source

2 CFR § 200 Appendix II (D)

29 CFR Part 3 & 5

40 U.S.C. §§ 3141-3144 and 3146-3148

b. 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 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.

c. Applicability.

The Davis-Bacon Act applies to the FAA AIP Grant Program, 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.

COPELAND ANTI-KICKBACK ACT

a. Source.

2 CFR § 200 Appendix II (D)

29 CFR Part 3 & Part 5

b. Standard.

Recipient and sub-recipient 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").

c. 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.

d. 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.

e. **Compliance with Copeland "Anti-Kickback Act":**

a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as 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."

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. **Source**

2 CFR § 200 Appendix II (E)

29 CFR Part 5

40 USC § 3701 - 3708

b. **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.

c. **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.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Source

2 CFR § 200 Appendix II (F)

37 CFR § 401

b. Standard.

If the FEMA award meets the definition of "funding agreement" under 37 C.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).

c. 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."

d. 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.

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Source

2 CFR § 200 Appendix II (G)

29 CFR Part 5

b. 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).

c. Applicability.

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

d. 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.

e. 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.

DEBARMENT AND SUSPENSION

a. Source

2 CFR Part 180 (Subpart C)

2 CFR Part 300

2 CFR Part 1200

DOT Order 4200.5.

b. 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).

c. Applicability.

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

d. Requirements.

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

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

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

1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
2. The contract requires the approval of FEMA, regardless of amount.
3. The contract is for federally-required audit services.
4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.

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

e. 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.

BYRD ANTI-LOBBYING AMENDMENT

a. Source

2 CFR § 200 Appendix II (J)
49 CFR Part 20, Appendix A

31 USC § 1352 – Byrd Anti-Lobbying Amendment
44 CFR Part 18

b. Applicability.

This requirement applies to all Federal and 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.

PROCUREMENT OF RECOVERED MATERIALS

a. Source

2 CFR § 200 Appendix (J)
40 CFR Part 247

Solid Waste Disposal Act
2 CFR § 200.322

b. 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.

c. Applicability.

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

d. 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:

ACCESS TO RECORDS

a. Source

2 CFR 200.333 to 200.336

FAA Order 5100.38

b. Standard.

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing Federal agency access to records, accounts, documents, information, facilities, and staff. Recipients must give Federal Agencies 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.

c. 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.

d. 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.

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."

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.

"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."

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."

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."

AFFIRMATIVE ACTION REQUIREMENT

a. Source

41 CFR Part 60-4

Executive Order 11246

FAA Order 5100.38

b. Standard.

Sponsors are required to set goals for minority participation in AIP funded projects exceeding \$10,000. The goals for minority participation derive from Economic Area and Standard Metropolitan Statistical Area as established in Volume 45 of the Federal Register dated 10/03/1980. Page 65984 contains a table of all EAs and SMSAs and the associated minority participation goals.

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

c. Applicability

The following Mandatory Text apply to this contract:

Contract Types:

- Construction: The sponsor must incorporate this notice in all solicitations for bids or requests for proposals for AIP funded construction work contracts and subcontracts that exceed \$10,000.
- Equipment: The sponsor must incorporate this notice in all solicitations for equipment project exceeding \$10,000 that involves installation of equipment onsite (e.g. electrical vault equipment, generators). This provision does not apply to equipment acquisition projects where the manufacturer of the equipment takes place offsite at a manufacturer's plant (e.g. firefighting and vehicles).
- Professional Services: The sponsor must incorporate this notice in any professional service agreement if the agreement includes tasks that meet the definition of construction work, as defined by the DOL, and exceeds \$10,000.

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

Solicitation Clause:

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractors aggregate workforce in each trade on all construction work in the covered area, are as follows:
 - a. Goals for minority participation for each trade: 1.95%
 - b. Goals for female participation in each trade: 6.9%

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

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

The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the

name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of these subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

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

BUY AMERICAN REQUIREMENT

a. Source

49 USC 50101

b. Standard.

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

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

c. Applicability

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

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

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

DISTRACTED DRIVING

a. Source

2 CFR §200.67

Executive Order 13513

DOT Order 3902.10

b. Standard

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

c. Applicability

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

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

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

ENERGY CONSERVATION REQUIREMENTS

a. Source

2 CFR § 200 Appendix II (H)

b. Applicability

The Energy Conservation Requirements of 2 CFR 200 Appendix II (H) requires this provision on energy efficiency.

Contract Types: The sponsor must include this provision in all AIP funded contracts and lower-tier contracts.

Contractor and subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201).

FAIR LABOR STANDARDS ACT

a. Source

29 USC 201

b. Applicability

The U.S. Department of Labor Wage and Hour Division administers the Fair Labor Standards Act (FLSA). This act prescribes federal standards for basic minimum wage, overtime pay, record keeping, and child labor standards.

Contract Types: Per the DOL, all employees of certain enterprises having workers engaged in interstate commerce, the production of goods for interstate commerce; or handling, selling, or otherwise working on goods or materials that have been moved in or produced for such commerce by any person are covered by the FLSA.

All consultants, sub-consultants, contractors, and subcontractors employed under this federally assisted project must comply with the FLSA.

The sponsor must include this provision in all AIP and Federally funded contracts:

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the FLSA, with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, record keeping, and child labor standards for full and part-time workers.

The Contractor/Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor/Consultant must address any claims or disputes that arise from this requirement directly with the US DOL – Wage and Hour Division.

DRUG FREE WORKPLACE REQUIREMENTS

a. Source

49 CFR Part 32

Drug-Free Workplace Act of 1988 (41 USC 701)

b. Applicability

The Drug-Free Workplace Act of 1988 requires some Federal Contractors and all Federal grantees to agree that they will provide drug-free workplaces as a condition of receiving a contract or grant from a Federal agency. The Act does NOT apply to contractors, subcontractors, or subgrantees, although the Federal grantees workplace may be where the contractors, subcontractors, or subgrantees are working.

This provision applies to all AIP funded projects, but not to the contracts between Jefferson County and any contractor, subcontractor, supplier, or subgrantee.

DISADVANTAGED BUSINESS ENTERPRISE – DBE

a. Source:

49 CFR part 26

b. Applicability:

A sponsor that anticipates awarding \$250,000 or more in AIP funding prime contracts in a federal fiscal year must have an approved Disadvantaged Business Enterprise (DBE) program on file with the FAA Office of Civil Rights (§26.21). The approved DBE program will identify a 3-year overall program goal that

the sponsor bases on the availability of ready, willing, and able DBEs relative to all businesses ready, willing, and able to participate on the project. (§26.45).

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

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

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

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

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

DBE Contract Assurances

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

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

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

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

FOREIGN TRADE RESTRICTIONS

a. Source

49 USC § 50104

49 CFR part 30

b. Applicability

Unless waived by the Secretary of Transportation, sponsors may not use AIP funds on a product or service from a foreign country included in the current list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR).

The trade restriction certification and clause applies to all AIP funded projects.

Use of Provision: Jefferson County must use the certification language below as prescribed in 49 CFR part 30, in all contracts and subcontracts without modification:

Trade Restriction Clause

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

a. Source.

29 CFR part 1910

b. Applicability

All contracts and subcontracts must comply with the Occupational Safety and Health Act of 1970 (OSH). The U.S. Department of Labor Occupational Safety and Health Administration (OSHA) oversees the workplace health and safety standards wage provisions from OSH.

The following language meets the intent of this requirement:

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

TAX DELINQUENCY AND FELONY CONVICTIONS

a. Source.

Sections 415 & 416 of Title IV, Division L of Consolidated Appropriations Act, 2014

DOT Order 4200.6

b. Applicability

Jefferson County must ensure that no funding goes to any contractor who:

1. Has been convicted of a Federal felony within the last 24 months; or
2. Has any outstanding tax liability for which all judicial and administrative remedies have lapsed or been exhausted.

This provision applies to all contracts funded in whole or part with AIP

VETERAN'S PREFERENCE

a. Source

49 USC § 47112(c)

b. Applicability

This provision applies to all AIP funded projects that involve labor to carry out the project. This preference, which excludes executive, administrative, and supervisory positions, applies to covered veterans (as defined under § 47112(c)) only when they are readily available and qualified to accomplish the work required by the project.

The following language will be incorporated into all AIP funded construction contracts:

Veterans Preference:

In the employment of labor, excluding executive, administrative, and supervisory positions, the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 USC Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans available and qualified to perform the work to which the employment relates.

CIVIL RIGHTS

a. Source

49 USC § 47123

b. Applicability

The General Civil Rights Provisions found in 49 USC 47123, derived from the Airport and Airways Improvement Act of 1982, Section 520, apply to all sponsor contracts regardless of funding source.

See Error! Reference source not found. on page Error! Bookmark not defined. for solicitation notice acknowledgement form.

The following language will be incorporated into all AIP funded contracts:

General Civil Rights Provisions:

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

Special Requirements/Instructions

The following requirements and instructions **supersede** General Requirements where applicable.

1. Bid Requirement

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

Bidder is responsible for submitting:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

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

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

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

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

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

4. Multiple Vendor Award

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

5. Delivery

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the contractor, at the discretion of, and at no additional charge to, Jefferson County.

6. Payment

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

Invoices shall be submitted to: Jefferson County Auditing Department, Attention: Accounts Payable, 1149 Pearl Street, 7th floor, Beaumont, TX 77701.

7. Usage Reports

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

8. Insurance

The contractor (including any and all subcontractors as defined in Section 9.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

- 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.

Bidder Information Form

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

Bid Number & Name: Invitation for Bid (IFB 21-052/JW)
Airfield Marking Rehabilitation for the Jack Brooks Regional Airport

Bidder's Company/Business Name: Hi-Lite Airfield Services LLC.

Bidder's TAX ID Number: 35-2489959

Contact Person: Dennis Haefner **Title:** Senior Estimator

Phone Number (with area code): 315-583-6111

Alternate Phone Number if available (with area code):

Fax Number (with area code): 315-777-8270

Email Address: dennish@hi-lite.com

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

20128 NYS Route 12F
Address
Watertown, NY 13601
City, State, Zip Code

Bidder: Complete & Return this Form with Offer.

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

We acknowledge receipt of the following amendment(s): 1, 2, _____, _____.

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

Hi-Lite Airfield Services LLC
Company Name

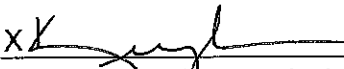
For clarification of this offer, contact:

20128 NYS Route 12F
Address

Dennis Haefner
Name

Watertown NY 13601
City State Zip

315-583-6111 315-777-8270
Phone Fax

X 
Signature of Person Authorized to Sign

Dennish@hi-lite.com
E-mail

Kelly J. Spinner
Printed Name

Vice President Finance
Title

Bidder: Complete & Return this Form with Offer.

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Airfield Marking Rehabilitation for the Jack Brooks Regional Airport

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as **Contract No. 20-052.JW, Airfield Marking for the Jack Brooks Regional Airport**. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

_____ Jeff R. Branick County Judge	_____ Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder: Complete & Return this Form with Offer.

SECTION C
BID FORM AND PROPOSAL

BID FORM AND PROPOSALPlace Watertown, NYDate September 1, 2021Proposal of Hi-Lite Airfield Services, LLCa corporation organized and existing under the laws of the State of Texas

or

Proposal of _____

a partnership consisting of _____

or

Proposal of _____

an individual doing business as _____

To: Jack Brooks Regional Airport

This bid results from your advertisement for bids for the construction of the **Airfield Marking Rehabilitation**.

The undersigned Bidder, having visited the site of the work, having examined the Plans, Specifications, and other Contract Documents including all Addenda, and being familiar with all of the conditions relating to the construction of the proposed project, hereby agrees to comply with all other conditions or requirements set forth in the Plans, Specifications, and other Contract Documents, and further proposes to; furnish all material, supplies, equipment, and appliances; to furnish all labor, tools, equipment and incidentals to complete the work in accordance with the Plans, Specifications, and other Contract Documents at and for the unit prices proposed in the attached Bid Form(s).

The undersigned Bidder agrees to begin work within ten (10) calendar days after the issuance by, or on behalf of, the Owner of a "Work Order" or "Notice to Proceed" (except as modified in accordance with the GENERAL FAA PROVISIONS of these Contract Documents). Should the work fail to be completed within the time herein stated, the Contractor shall pay to the Owner, as fixed and agreed liquidated damages, and not as a penalty, the sum, for each day of delay until the work is completed and accepted, as stipulated in GENERAL FAA PROVISIONS of these Contract Documents. It is understood that additional time for the completion of the project is to be allowed only for delays as stipulated in GENERAL FAA PROVISIONS of these Contract Documents.

List of Plans

Sheet Number	Drawing Number	Sheet Title
GENERAL		
1	G-001	COVER SHEET
2	G-002	SHEET INDEX & SUMMARY OF QUANTITIES
3	G-003	SURVEY CONTROL
4	G-101	CONSTRUCTION SAFETY & PHASING - OVERALL
5	G-102A	CONSTRUCTION SAFETY & PHASING - PHASE 1

6	G-102B	CONSTRUCTION SAFETY & PHASING - PHASE 1A
7	G-103	CONSTRUCTION SAFETY & PHASING - PHASE 2
8	G-104	CONSTRUCTION SAFETY & PHASING - PHASE 3
9	G-201	CONSTRUCTION SAFETY AND PHASING NOTES I
10	G-202	CONSTRUCTION SAFETY AND PHASING NOTES II
11	G-203	CONSTRUCTION SAFETY AND PHASING DETAILS MARKINGS
12	M-001	MARKING DETAILS I
13	M-002	MARKING DETAILS II
14	M-003	MARKING DETAILS III
15	M-004	MARKING DETAILS IV
16	M-101	RUNWAY 16-34 MARKING REMOVAL PLAN I
17	M-102	RUNWAY 16-34 MARKING REMOVAL PLAN II
18	M-103	RUNWAY 16-34 MARKING REMOVAL PLAN III
19	M-104	TAXIWAY B MARKING REMOVAL PLAN
20	M-105	TAXIWAY D MARKING REMOVAL PLAN
21	M-108	TAXIWAY F MARKING REMOVAL PLAN I
22	M-109	TAXIWAY F MARKING REMOVAL PLAN II
23	M-110	EAST RAMP MARKING REMOVAL PLAN
24	M-111	NORTH HANGARS MARKING REMOVAL PLAN
25	M-201	RUNWAY 16-34 MARKING PLAN I
26	M-202	RUNWAY 16-34 MARKING PLAN II
27	M-203	RUNWAY 16-34 MARKING PLAN III
28	M-204	TAXIWAY B MARKING PLAN
29	M-205	TAXIWAY D MARKING PLAN
30	M-208	TAXIWAY F MARKING PLAN I
31	M-209	TAXIWAY F MARKING PLAN II
32	M-210	EAST RAMP MARKING PLAN
33	M-211	NORTH HANGARS MARKING PLAN

JACK BROOKS REGIONAL AIRPORT
AIRFIELD MARKING REHABILITATION
BID FORM

BASE BID

BID ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
SS-120-3.1	CONSTRUCTION SAFETY AND SECURITY	L.S.	1	\$ 15,900.00	\$ 15,900.00
	Unit price in words: fifteen thousand nine hundred		dollars and	zero	/100
C-105-6.1	MOBILIZATION (3% MAX)	L.S.	1	\$ 4,500.00	\$ 4,500.00
	Unit price in words: four thousand five hundred		dollars and	zero	/100
P-101-5.1	PAVEMENT MARKINGS REMOVAL	S.F.	150,000	\$ 0.79	\$ 118,500.00
	Unit price in words: zero		dollars and	seventy nine	/100
P-620-5.1a	PAVEMENT MARKINGS (WHITE) WITH REFLECTIVE MEDIA	S.F.	50,400	\$ 0.52	\$ 26,208.00
	Unit price in words: zero		dollars and	fifty two	/100
P-620-5.1b	PAVEMENT MARKINGS (YELLOW) WITH REFLECTIVE MEDIA	S.F.	27,000	\$ 0.52	\$ 14,040.00
	Unit price in words: zero		dollars and	fifty two	/100
P-620-5.1c	PAVEMENT MARKINGS (RED) WITH REFLECTIVE MEDIA	S.F.	1,300	\$ 3.00	\$ 3,900.00
	Unit price in words: three		dollars and	zero	/100
P-620-5.1d	PAVEMENT MARKINGS (BLACK) WITHOUT REFLECTIVE MEDIA	S.F.	47,000	\$ 0.47	\$ 22,090.00
	Unit price in words: zero		dollars and	forty seven	/100

List of Technical Specifications

<u>Specification Item No.</u>	<u>Description</u>
Item SS-101	Safety Plan Compliance Document (SPCD)
Item SS-110	Standard Specifications
Item SS-120	Construction Safety and Security
C-105	Mobilization
P-101	Preparation/Removal of Existing Pavements
P-620	Runway and Taxiway Marking

Bidder acknowledges receipt of the following addendum (addenda):

Addendum No. 1 dated August 19, 2021

Addendum No. 2 dated August 26, 2021

Addendum No. _____ dated _____

The undersigned Bidder agrees that this bid shall be good and shall not be withdrawn for a period of ninety (90) calendar days after the opening thereof. If written notice of the acceptance of this Proposal is mailed, telegraphed, or delivered to the undersigned within ninety (90) days after the opening thereof, or at any time thereafter before this Proposal is withdrawn, the undersigned agrees to execute and deliver an Agreement (Contract) in the prescribed form, and furnish the required Performance and Payment Bond, within ten (10) days after the Agreement is presented to him for signature.

It is understood by the undersigned Bidder that the Owner reserves the right to reject any or all bids.

The following provisions are also included by reference:

- Davis Bacon Act (29 CFR Part 5.5)
- EEO Compliance Reports (41 CFR Part 60-1.7)
- Trade Restriction Certification (49 CFR Part 30)
- Buy American Preferences (Title 49 United States Code, Chapter 501)
- Certification of Non-Segregated Facilities (41 CFR Part 60-1.8)
- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (49 CFR Part 29)

Accompanying this Proposal as bid security is a ~~certified check~~/bid bond (~~strike one~~)

in the amount of Ten thousand two hundred fifty six and 90/100 Dollars

(\$ 10,256.90), being not less than five percent (5%) of the total amount of the bid for the base bid. If the undersigned Bidder is the successful Bidder, but fails or refuses to execute the contract and furnish the required bond within the prescribed ten (10) days of the notification of award, then this bid security is to become the property of the Owner as liquidated damages for the delay and additional expense to the Owner caused by such failure or refusal.

JACK BROOKS REGIONAL AIRPORT
AIRFIELD MARKING REHABILITATION
BID FORM

Total price in words: Two hundred five thousand one hundred thirty eight dollars and zero /100

TOTAL (BASE BID) \$ 205,138.00

It is understood the quantities of work to be done at unit prices are approximate and are intended for bidding purposes only. Amounts are to be shown in both words and figures. In case of discrepancy the amount shown in words shall govern.

Contract Award will be based on the lowest qualified bidder, depending on the availability of funds.

Bidders understand the Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to State and local laws and ordinances pertaining to the letting of construction contracts. Funding availability will be considered in selecting the bid award. The bidder agrees this bid shall be honored and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving bids.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" and to fully complete the project within:

- **21 Calendar Days** thereafter.

Bidder further agrees to pay as liquidated damages the sum of **one thousand dollars (\$1000.00)** for each calendar day to complete the work beyond the allotted time or as extended by an approved Change Order or Supplemental Agreement.

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 NEW YORK COUNTY OF JEFFERSON

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

on this day personally appeared Kelly J Spinner, who
(name)
after being by me duly sworn, did depose and say:

"I, Kelly J Spinner am a duly authorized officer of/agent
(name)
for Hi-Lite Airfield Services, LLC and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said Hi-Lite Airfield Services, LLC.
(name of firm)

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

Name and address of bidder: Hi-Lite Airfield Services, LLC

20128 NYS Route 12F Watertown, NY 13601

Fax: 315-777-8270

Telephone# 315-583-6111

by: Kelly J Spinner
(print name)

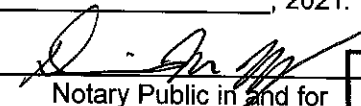
Title: Vice President Finance

Signature: X 

SUBSCRIBED AND SWORN to before me by the above-named

Kelly J. Spinner on

this the 1st day of September, 2021.


Notary Public in and for
the State of _____

DENNIS M HAEFNER SR
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01HA5061100
Qualified in Jefferson County
Commission Expires June 30, 2022

Bidder Shall Return Completed Form with Offer.

SECTION D
STATEMENT OF BIDDER'S QUALIFICATIONS

STATE OF TEXAS
COUNTY OF DALLAS
CITY OF DALLAS
DEPARTMENT OF PUBLIC WORKS
BID NO. 123456789
FOR THE
CONSTRUCTION OF
A NEW
BRIDGE OVER
THE
DALLAS RIVER
AT
THE
CITY OF DALLAS
COUNTY OF DALLAS
STATE OF TEXAS

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder Hi-Lite Airfield Services, LLC
 2. Permanent main office address
20128 NYS Route 12F
Watertown, NY 13601
 3. When organized December 31, 2013
 4. If a corporation, where incorporated State of Texas
 5. How many years have been engaged in the contracting business under your present firm or trade name? 31 years
 6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion)
See attached
- General character of work performed by your company
7. Have you ever failed to complete any work awarded to you? No
 8. Have you ever defaulted on a Contract? No
If so, where and why? _____
 9. Have you ever been fined or had your license suspended by a Contractor's Licensing Board? No
If so, where and why? No
 10. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed (attach to back of this document).
 11. List your major equipment available for this Contract (attach to back of this document).
 12. List your experience in construction work similar in scope and scale to this project (attach to back of this document).
 13. Background and experience of the principal members of your organization, including the officers (attach to back of this document).
 14. Credit available: \$ 40,000,000.00
 15. Give Bank reference: Sterling National Bank 400 Rella Blvd. Montabello, NY 10901

16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? Yes

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner, in verification of the recitals comprising this statement of Bidder's Qualifications.

The Bidder shall provide a brief description of any litigation or administrative proceeding of the following types, either pending or concluded within the proceeding year, to which the Bidder (and the ultimate controlling person, if different from the Bidder) or any of its directors or executive officers was a party or of which the property of any such person is or was the subject; the names of the parties and the court or agency in which such litigation or proceeding is or was pending shall be given:

- (a) Administrative or judicial proceedings of any state federal agency or authority concerning environmental violations;
- (b) Proceedings which may have a material effect upon the solvency of the ultimate holding company, including but not necessarily limited to, bankruptcy and receivership; and
- (c) Criminal proceedings.

Dated at Watertown, NY this 1st day of September, 2021.

Hi-Lite Airfield Services, LLC

(Name of Bidder)

By [Signature]

Title Kelly J. Spinner, Vice President Finance

STATE OF NEW YORK)

) §.

COUNTY OF JEFFERSON)

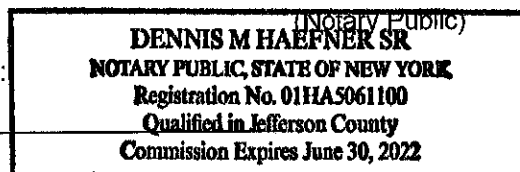
Kelly J. Spinner being duly sworn deposes and says that he is

Vice President Finance of Hi-Lite Airfield Services, LLC
(Name of Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

SUBSCRIBED AND SWORN TO BEFORE ME this 1st day of September, 2021.

My Commission Expires:



Bidder Shall Return Completed Statement with Offer.

Column 2	Phone	Job Description	Address	Contract Amount
TX, GPM, McMahon	972 237-7591	MCMAHON / McMahon Contractin, LP	3116 S GT Southwest PKWY, Grand Prairie, TX 75052	\$ 155,419.58
MA, BOS, WO1		INDUS / Indus	Harborside Dr, Boston, MA 02128	\$ 11,062.75
GA, MGE, Lockheed Martin		LOCKHEED / Lockheed Martin Aeronautics	0, 0, 0, 0, 0	\$ -
GA, MGE, Lockheed Martin		LOCKHEED / Lockheed Martin Aeronautics	0, 0, 0, 0, 0	\$ -
MA, BED, Hanscome		MAPORT / Massachusetts Port Authority	0, 0, 0, 0, 0	\$ 152,668.80
KY, CVG, Kenton County		KENTONC / Kenton County Airport Board	Cincinnati/Northern Kentucky, International Airport 3087 Te, Hebron, KY 41048	\$ -
NY, GTB, Ft Drum		FTDRUMPW / Public Works at Ft Drum	Not Sure what the billing addr, 0, 0, 0, 0, 0	\$ 464,662.93
OH, CLE, City of Cleveland		CCLEVEL / City of Cleveland	City of Cleveland, 0, Cleveland, OH 0	\$ 1,519,874.10
TX, HYI, City of San Marcos		SANMARC / City of San Marcos	1807 Airport Dr, 0, San Marcos, TX 78666	\$ 54,355.92
OH, CLE, City of Cleveland		CCLEVEL / City of Cleveland	0, 0, 0, 0, 0	\$ 192,800.00
NY, ART, Jefferson County		COJEFFER / County of Jefferson	County of Jefferson, 195 Arsenal Street, Watertown, NY 13601	\$ 61,067.24
FL, MIA, Miami Dade		MIAMI / Miami-Dade County Maint. Dept.	0, 0, 0, 0, 0	\$ 152,221.93
IA, DSM, Des Moines		DES MOINES / Des Moines Airport Authority	Des Moines International Airpo, 5800 Fleur Dr, Des Moines, IA 50321	\$ 331,527.00
KY, SDF Louisville Reg Aut	502 380-8200	LOUISVILLE / Louisville Reg. Airport Auth.	700 Administration Drive, Louisville, KY 40209	\$ 58,500.00
ME, PWM, City of Portland		CPORTLA / City of Portland	Westbrook Street, Portland, ME 04102	\$ 472,659.93
SC, CHS, 628 Squadron	843 963-5197	628 CONT / 628 Contracting Squadron	Charleston International Airpo, 5500 International Blvd, Nort, North Charleston, SC 29418	\$ 467,183.74
NY, ART, Jefferson Co	315 785-3077	COJEFFER / County of Jefferson	Watertown International Airport, 22529 Airport Dr, Dexter, NY 13634	\$ 91,432.14
TX, DFW, Dallas Ft Worth		DFW / Dallas/Fort Worth Int'l Airport	0, 0, 0, 0, 0	\$ 549,110.00
TX, FTW, City of FT Worth	817 392-5409	CITYFW / City of Fort Worth	Fort Worth Alliance Airport, 2221 Alliance Blvd, Fort Worth, TX 76177	\$ 296,340.20
TX, DAL, City of Dallas, SW	214 670-3413	CDALLAS / City of Dallas	Dallas Love Field, 8008 Herb Kelleher Way, Dallas, TX 75235	\$ 1,259,033.95
OH CLE, City of Cleveland	216 642-7674	CCLEVEL / City of Cleveland	Cleveland Hopkins Internationa, 5300 Riverside Dr, Cleveland, OH 44135	\$ 96,000.00
AL, HSV, Huntsville Madis		HUNTMADC / Huntsville Madison County Airp	Huntsville International Airpo, 1000 Glenn Hearn Blvd SW, Huntsville, AL 35824	\$ 498,850.00
TX, HYI, City of San Marcos		SANMARC / City of San Marcos		\$ 498,850.00

TX, GGG, Gregg County	GREGGCO / Gregg County			\$ 498,850.00
MA, ORH, Worcester	MAPORT / Massachusetts Port Authority	0, 0, 0, 0, 0		\$ 146,476.00
TX, LBB, City of Lubbock	CLUBBOC / City of Lubbock	Rt 3 Box 389, Lubbock, TX 79401		\$ 42,750.00
FL, MCO, GOAA	ORLANDO / Greater Orlando Aviation Autho	1 Jeff Fuqua Blvd, Orlando, FL 32827		\$ 1,245,602.59
NY, JTH, Ithaca-Tompkins	ITHACA / Ithaca Tompkins Reg. Airport	Ithaca Tompkins Reg Airport, 1 Culligan Dr., Ithaca, NY 14850		\$ 61,123.61
DC, IAD, Metro Washington	METROPOL / Metropolitan Washington Airpor	Dulles International Airport, 1 Saarinen Cir, Dulles, VA 20166		\$ 46,600.00
TX, LLB, City of Lubbock	CLUBBOC / City of Lubbock	Rt 3 Box 389, Lubbock, TX 79401		\$ 43,425.00
GA, ATL, City of Atlanta	CATL / City of Atlanta	Hartsfield-Jackson Atlanta, 6000 N. Terminal Pkwy, Atlanta, GA 30320		\$ 6,000,000.04
TX, AUS, City of Austin	CAUSTIN / City of Austin Dept Aviation	Austin-Bergstrom International, 3600 Presidential Blvd, Austin, TX 78719		\$ 67,500.00
LA, MSY, City of New Orleans	CNEWORL / City of New Orleans	Louis Armstrong New Orleans, International Airport, Kenner, LA 70062		\$ 243,519.10
FL, RSW, LEE County	COLEE / Lee County Port Authority	Southwest Florida Internationa, 11000 Terminal Access Rd, Fort Myers, FL 33193		\$ 243,519.10
KS, GCK, City of Garden Cit	GARDENCITY / City of Garden City	2225 S. Air Services Road 112, 0, Garden City, KS 67846		\$ 281,123.00
FL, PNS, City of Pensacola	CPENSAC / City of Pensacola	0, 0, 0, 0, 0		\$ 25,000.00
FL, MAI, City of Marianna	CMARIANNA / City of Marianna	0, 0, Marianna, FL 0		\$ 81,494.49
FL, EYW, Monroe County	MONROECO / Monroe County Board of Comm	Roosevelt BLVD, Key West, FL 33040		\$ 31,538.09
KS, IDP, City of Independence	CTYINDEPEN / City of Independence	498 Freedom Drive, 0, Independence, KS 67301		\$ 106,527.54
VA, ORF, Norfolk AA	NORFOLK / Norfolk Airport Authority	Norfolk Airport Authority, 2200 Norview AVE, Norfolk, VA 23518-5807		\$ 27,000.00
LA, BTR, City of Baton Rouge	BATONROU / City of Baton Rouge	9430 Jackie Cochran Dr, 0, Baton Rouge, LA 70811		\$ 27,000.00
NY, SYR, SJ Thomas	SJTHOMAS / SJ Thomas Co., Inc.	174th Attack Wing, 0, Syracuse, NY 0		\$ 35,984.50
FL, MTH, Monroe County	MONROECO / Monroe County Board of Comm	0, 0, 0, 0, 0		\$ 73,532.48
VA, ORF, Norfolk AA	NORFOLK / Norfolk Airport Authority	Norfolk Airport Authority, 2200 Norview Ave, Norfolk, VA 23518		\$ 57,584.15
AR, XNA, NARAA	NORHTWES / Northwest Arkansas Regional	Northwest Arkansas Regional,		\$ 233,475.60
TX, TKI, City of McKinney	CMCKINNEY / City of McKinney	McKinney Airport,		\$ 58,667.60
TX, ELP, City of El Paso	C EL PASO / City of El Paso	6701 Convair Rd, 0, El Paso, TX 79925		\$ 49,900.00

AZ, TUS, City of Tucson, SW	TUCSONAA / Tucson Airport Authority		\$	49,900.00
CA, OAK, PORT OAK	OAKLAND / Port of Oakland	0, 0, 0, 0, 0	\$	9,500.00
TX, GGG, Gregg Co, SW	GREGGCO / Gregg County	269 Terminal Cr, Longview, TX 75603	\$	42,189.70
ME, PQI, Ct of Presque Isle	CPRESQUE / City of Presque Isle	City of Presque Isle, 0, 12 Second Street, ME 04769	\$	211,360.90
LA, CWF, Chennault Intl AA	CIAIRAUTH / Chennault Intl Air Auth	3650 Sen J Bennett Johnston Av, 0, Lake Charles, LA 70615	\$	95,757.75
SD, Rapid City	CRAPID / City of Rapid City	0, 0, 0, 0, 0	\$	281,467.30
VT, BT, City of Burlington	BURLINGTON / City of Burlington	0, 0, 0, 0, 0	\$	156,818.25
PA, MPO, County of Monroe	COMONROE / County of Monroe PA	188 Airport Drive, 0, Tobyhanna, PA 18466	\$	53,025.00
NC, CLT, City of Charlotte	CTYCHARLOT / City of Charlotte	0, 0, 0, 0, 0	\$	482,961.00
NY, SLK, Tn of Harriestown	HARRIETSTO / Town of Harriestown	96 Airport Road, 0, Saranac Lake, NY 12983	\$	31,452.00
DC, IAD, Metro Washington	METROPOL / Metropolitan Washington Airpor	0, 0, 0, 0, 0	\$	480,326.25
GA, ATL, Delta	DELTAIR / Delta Airlines		\$	2,500.00
MD, SBY, Wicomico County	WICOMICOCO / Wicomico County	5485 Airport Terminal Rd, 0, Salisbury, MD 21804	\$	36,115.35
NJ, TTN, County of Mercer	COMERCE / County of Mercer, NJ	1100 Terminal Circle Drive, 0, Ewing Township, NJ 08628	\$	36,115.35
SC, MYR, Horry Co	HORRYCO / Horry County	1100 Jetport Road, 0, Myrtle Beach, SC 29577	\$	36,115.35
NY, GFL, Warren Co	WARRENCO / Warren County	443 Queensbury Ave, 0, Queensbury, NY 12804	\$	15,651.00
GA, AGS, City of Augusta	CITYAUGA / City of Augusta	0, 0, 0, 0, 0	\$	48,791.19
ME, BGR, City of Bangor	CITYBANGOR / City of Bangor	287 Godfrey Blvd, 0, Bangor, ME 04401	\$	16,800.00
TX, SPS, City of Wichita	CTYWICHITA / City of Wichita Falls	4000 Armstrong Dr, 0, Wichita Falls, TX 76305	\$	73,750.15
MO, BBG, Taney County	TANEYCO / Taney County	0, 0, 0, 0, 0	\$	73,750.15
AR, XNA, NWARRGAA Apron	NORHTWES / Northwest Arkansas Regional	0, 0, 0, 0, 0	\$	73,750.15
AR, XNA, NWARRGAA TWB	NORHTWES / Northwest Arkansas Regional	0, 0, 0, 0, 0	\$	25,461.20
CA, OAK, PORT OAK	OAKLAND / Port of Oakland	0, 0, 0, 0, 0	\$	25,461.20
MS, GPT, Gulfport-Biloxi	GULFPORT / Gulfport-Biloxi Int'l Airport	0, 0, 0, 0, 0	\$	25,461.20
TX, MFE, City of McAllen	CTYMCALLEN / City of McAllen	2500 S Bicentennial Blvd, 0, McAllen, TX 78503	\$	36,498.50
GA, ATL, City of Atlanta	CATL / City of Atlanta	Hartsfield-Jackson Atlanta, 6000 N. Terminal Pkwy, Atlanta, GA 30320	\$	529,646.00
OK, TKI, Aecom	AECOM / AECOM Technical Services, Inc.	Tinker Air Force Base, Oklahoma City, OK 73145	\$	529,646.00
OK, TIK, AECOM	AECOM / AECOM Technical Services, Inc.	Tinker Air Force Base, Oklahoma City, OK 73145	\$	81,615.00

Hi-Life Airfield Services, LLC

Current Contracts On-Hand

TX, AUS, Hensel Phelps	HENSEL / Hensel Phelps	Austin-Bergstrom International, 3600 Presidential Blvd, Austin, TX 78719	\$ 186,193.75
TX, NGP, Allen Ballew Con	ALLENB / Allen Ballew GC Inc.	NAS Corpus Christi, Corpus Christi, TX 78418	\$ 691,201.20
NC, GSB, Wallbridge 704 362-4128 LLC	WALBRIDGE / Walbridge Aldinger LLC	Seymour Johnson Air Force Base, 1330 Cannon Ave, Goldsboro, NC 27530	\$ 72,049.00
FL,MCF, Hensel Phelps 813 828-2737	HENSEL / Hensel Phelps	MacDill Air Force Base, 6801 S. Dale Mabry Hwy, MacDill AFB, FL 33621	\$ 107,000.00
GA, AGS, McCarthy	MCCARTHY / McCarthy Improvement Co	Augusta Regional Airport, 1501 Aviation Way., Augusta, 30906	\$ 144,723.28
GA, ATL, McCarthy 9L-27R	MCCARTHY / McCarthy Improvement Co	Hartsfield-Jackson Atlanta, 6000 N Terminal Pkwy, Atlanta, GA 30320	\$ 1,689,164.00
OH, CLE, Allega NAI Phase	ALLEGA / Anthony Allega, Inc	Cleveland Hopkins Int'l, 5300 Riverside Drive, Cleveland, OH 44135	\$ 132,416.50
TX, DFW, AB&R, NE End F214 596-7300	AUSTIN / Austin Bridge & Road, LP	Dallas Fort Worth Int'l, 2400 Aviation Dr, Dallas, TX 75261	\$ 192,820.00
SC, NBC, Diaz Constructio	DIAZ / Diaz Construction Inc.	Marine Corps Air Station Beauf, Geiger Blvd, Beaufort, SC 29904	\$ 300,043.60
TX, DFW, Flatiron, TW M 5628 738-3280 Inc.	FLATCON / Flatiron Constructors, Inc.	Dallas Fort Worth Int'l, 2400 Aviation Dr, DFW Airport, TX 75261	\$ 483,754.25
FL, MCO, Kiewit	KIEWIT / Kiewit Infrastructure South Co	1 JEFF FUQUA BLVD, Orlando, FL 32827	\$ 161,556.78
FL,AGR Roundhouse 813 453-6641	ROUNDHOUSE / Roundhouse PBN	1st compate spt GP(TAC), Avon Park AF RNG, FL 33825	\$ 68,699.00
GA, ATL, Kiewit	KIEWIT / Kiewit Infrastructure South Co	PO BOX 20509, 0, Atlanta, GA 30320	\$ 71,500.00
TX, DFW, Austin Bridge Rv 972 973-3112	AUSTIN / Austin Bridge & Road, LP	PO Box 619428, Dallas -Ft Worth, TX 75261	\$ 1,638,565.20
GA, ATL, McCarthy Air Rep 404 530-6600	MCCARTHY / McCarthy Improvement Co	ATL, Hartsfield-Jackson Atlanta, Atlanta, GA 0	\$ 1,632,725.00
TX,INK, Little Manufactur 432 294-4247	LITTLE / Little Manufac Co of Abilene	FM 1232 Road, 0, Wink, TX 79789	\$ 57,829.25
IA,FOD,American Road Main	AMERRDMAIN / American Road Maintenance	1639 Nelson Ave, Suite 2, Fort Dodge, IA 50501	\$ 151,337.00
SC,NBC, Haskell	HASKELL / Haskell Company	BE SC	\$ 244,978.00
NY,ART,Rifenburg	RIFENBUR / Rifenburg Construction, Inc.	22529 Airport Dr, Dexter, NY 13634	\$ 228,677.00
VA,NGU,Branscome Inc	BRANINC2 / Branscome Incorporated	Naval Air Station, Norfolk, VA 23511	\$ 379,897.03
KY,CVG,Bluegrass	BLUEGRASS / Bluegrass Paving Inc.	0, 0, 0, 0, 0, 0	\$ 1,557,285.79
WY,CYS,Simon	SIMON / Simon	4000 Airport Parkway, Cheyenne, WY 82001	\$ 3,652.00

MN,RRT, Gee Asphalt	GEEASPH / Gee Asphalt Systems, Inc.	36955 County RD 13, 0, Warroad, MN 56763	\$	57,411.41
OK,PNC, Koss Construction	KOSSCON / Koss Construction Company	2213 N. Waverly Street, 0, Ponca City, OK 74601	\$	160,966.12
DE,DOV, George and Lynch	GEORGE / George & Lynch, Inc.	Dover AFB, Dover, DE 19901	\$	601,675.00
TX,23XS, JHL Construction	JHL CONSTR / JHL Construction	0, 0, Fort Hood, TX 0	\$	19,978.00
TX,GPM,McMahon	MCMAHON / McMahon Contractin, LP	3116 S GT Southwest PKWY, Grand Prairie, TX 75052	\$	62,866.55
FL,VDF,CW Roberts	CWROBERT / C.W. Roberts Contracting, Inc.	0, 0, 0, 0, 0	\$	185,682.50
KY,KY8, Casey Electric	CASEYELC / Casey Electric, LLC	500, Lewisport, KY 42351	\$	107,822.40
MA,CEF, Lagan Const	LAGANCON / Lagan Construction, LLC	255 Padgette Street, Chicopee, MA 01022	\$	107,822.40
NY,GTB, Structural Area 1	STRUCTUR / Structural Associates, Inc.	Wheeler Sack DFAC, 0, Watertown, NY 13603	\$	43,999.25
NY,GTB,Structural Area2	STRUCTUR / Structural Associates, Inc.	Wheeler Sack DFAC, 0, Watertown, NY 13603	\$	122,091.00
TX,DFW, Zachry	ZACHRY / Zachry Construction Corp	2400 Aviation Drive, 0, DFW Airport, TX 75261	\$	284,370.00
TX,TPL,B-C Company	BCCOMP / B-C Company, INC.	7720-F Airport RD, Temple, TX 76501	\$	146,029.00
OH,TOL,Miller Bros	MILLERBR / Miller Bros. Const. Inc.	11013 Airport Highway, 0, Swanton, Oh 43558	\$	242,525.00
TX,AMA,IHC	INTERST / Interstate Highway Constructio	10801 ARPT BLVD, Amarillo, TX 79111	\$	672,574.00
TX,UTS, Triple B Services	TRIPLEB / Triple B Services, LLP	448 SH 75 North, Huntsville, TX 77340	\$	96,261.00
GA,ATL,Archer Western	ARCHGA / Archer Western Construction GA	0, 0, 0, 0, 0	\$	504,583.20
FL,TMB,General Asphalt	GENERAL / General Asphalt Co., Inc.	0, 0, 0, 0, 0, 0	\$	32,508.00
WY,CYS,Simon	SIMON / Simon	4000 Airport Parkway, Cheyenne, WY 82001	\$	396,295.80
AR,LIT,Weaver-Bailey	WEVERBAILE / Weaver-Bailey Contractors, Inc.	3401 SW 11TH Street, 0, Lawton, OK 73501	\$	396,295.80
TX,LBB,Hensel Phelps	HENSEL / Hensel Phelps	5401 N. Martin L King Blvd, 0, Lubbock, TX 79403	\$	11,251.00
WY,GUR,Hensel Phelps	HENSEL / Hensel Phelps	0, 0, Guernsey, WY 82214	\$	155,419.58
NY,LKP,Luck Bros Inc	LUCK / Luck Brothers, Inc.	Lake Placid Airport, PO Box 630, Lake Placid Airport, NY 12946	\$	30,000.00
NC,GSB, Southern Manage	SMANAGE / Southern Management Inc	105 Rapcon PL, BLDG 4750, Seymour Johnson AFB, NC 27531	\$	199,877.39
TX,CPT,Austin Bridge	AUSTIN / Austin Bridge & Road, LP	1650 Airport Dr, Cleburne, TX 76033	\$	153,095.00
TX,E57,Duininck	DUININCK / Duinick, Inc.	0, Denver City, TX 79323	\$	62,858.50

USVI, STT, Rumina Const	RUMINA / Rumina Construction, LLC	0, 0, 0, 0, 0	\$ 187,472.50
OH, CLE, Independence EX	INDEPEND / Independence Excavating	City of Cleveland, PO Box 81009, Cleveland, Oh 44181	\$ 281,418.50
LA, LFT, Lemoine Company	LEMOINE / The Lemoine Company, LLC	200 Terminal Drive, 0, Lafayette, LA 70508	\$ 154,480.18
NY, PBG, Rifenburg	RIFENBUR / Rifenburg Construction, Inc.	42 Airport Lane, 0, Plattsburgh, NY 12903	\$ 156,030.00
NY, SYR, Seneca Stone	SENECASTON / Seneca Stone Corporation	City of Syracuse, City Hall, Syracuse, NY 13212	\$ 248,700.00
NY, MSS Barrett	BARRETTW / Barrett Paving Materials, Inc.	Town of Massena, Main Street - Town Hall, Massena, NY 13662	\$ 248,700.00
NY, MSS, Barrett	BARRETTW / Barrett Paving Materials, Inc.	Town of Massena, Maint Street - Town Hall, Massena, NY 13662	\$ 248,700.00
CO, COS, Kiewit	KIEWITCO / Kiewit Infrastructure CO	City of Colorado Springs, 7770 Milton E Proby Parkway, S, Colorado Springs, CO 80916	\$ 711,659.00
FL, NIP, Blakeland	BLAKELAN / Blakeland Construction LLC	0, 0, 0, 0, 0	\$ 163,253.40
OK, TUL, APAC	APACCEN / APAC-Central, Inc.	0, 0, 0, 0, 0	\$ 192,749.00
TX, DAL, Flatiron	FLATCON / Flatiron Constructors, Inc.	7555 Lemmon Avenue, 0, Dallas, TX 75209	\$ 841,701.43
TX, DFW, Stripe A Zone	STRIPEAZON / Stripe A Zone	DFW,	\$ 9,631.40
NY, PT, Marcy Excavation	MARCY / Marcy Excavating Co., Inc.	Potsdam Airport,	\$ 9,979.50
LA, LFT, Lemoine Termianal	LEMOINE / The Lemoine Company, LLC	200 Terminal Drive, 0, Lafayette, LA 70508	\$ 9,979.50
MT, HLN, Helena Sand & Grav	HELSANGR / Helena Sand & Gravel Inc	2850 Mercer Loop, 0, Helena, MT 59602	\$ 250,426.48
CO, ASE, AMR	AMERRDMAIN / American Road Maintenance		\$ 549,343.00
MO, JLN, Custom Pave Maint	CUSPAVMAN / Custom Pavement Maintenance	0, 0, 0, 0, 0	\$ 55,105.20
NY, ROC, Ramsey	RAMSEY / Ramsey Constructors, Inc	0, 0, 0, 0, 0	\$ 55,105.20
IN, SIV, Gee Asphalt	GEEASPH / Gee Asphalt Systems, Inc.	Sullivan County BOAC, PO BOX 351, Sullivan County BOAC, IN 47882	\$ 103,260.00
NY, GTB, Structural Assoc	STRUCTUR / Structural Associates, Inc.	0, 0, 0, 0, 0	\$ 18,155.25
MO, MCI, Ideker	IDECKER / Ideker, Inc.	City of Kansas, 601 Brasilia: P.O. Box 20047, Kansas City, MO 20047	\$ 18,155.25

MO,6M6,Wall Asphalt	WALLASPHAL / Wall Asphalt	0, 0, 0, 0, 0	\$	14,000.00
OH,LCK,Griffin	GRIFFIN / Griffin Pavement Striping, Inc	0, 0, 0, 0, 0	\$	14,000.00
OH,CMH,Griffin	GRIFFIN / Griffin Pavement Striping, Inc		\$	14,000.00
GA,ATL,McCarthy	MCCARTHY / McCarthy Improvement Co	Atlanta International,	\$	14,000.00
TX,NWL,Head	HEADINC / Head Inc	0, 0, 0, 0, 0	\$	14,000.00
AR,FSM,Emery Sapp & Son	EMSAPP / Emery Sapp & Sons, Inc.	6700 McKennon Blvd Ste 200, 0, Fort Smith, AR 72903	\$	541,515.70
LA,MSY,Barriere Const	BARRECO / Barriere Construction Co. LLC	1 Terminal Dr, Kenner, LA 70062	\$	541,515.70
IN,IND,Milestone	MILESTON / Milestone Contractors, LP	7800 Col. H. Weir Cook Memoria, Indianapolis, IN 46241	\$	106,242.85
GA,ATL,CW Matthews	CWMATTH / C. W. Matthews Contracting Co	0, 0, Atlanta, Ge 30337	\$	377,910.00
OH,FFO, Little Miami	LMIAMICO / Little Miami Construction	0, 0, 0, OH 0	\$	97,372.60
TX,TRL,Vance Bros	VANCEBRO / Vance Brothers, Inc	3002 Heritage Way, 0, Harlingen, TX 78550	\$	15,000.00
VT,BTV, Kubricky Con	KUBRICKY / Kubricky Construction Corp		\$	123,350.00
TX,SPS,Waldrop	WALDROP / Waldrop Construction, Inc	1810 J Ave, 0, Sheppard AFB, TX 76311	\$	295,875.32
MS,MEI,Dunn Roadbuilders	DUNNROADB / Dunn Roadbuilders	0, 0, 0, 0, 0	\$	406,556.00
FL,NIP,Blakeland	BLAKELAN / Blakeland Construction LLC	0, 0, 0, 0, 0	\$	406,556.00
MO,IRK,Emery Sapp and Son	EMSAPP / Emery Sapp & Sons, Inc.	0, 0, 0, 0, 0	\$	227,809.00
GA,ATL,Aero Bridgeworks	AEROBRID / AERO BridgeWorks, Inc.	0, 0, 0, 0, 0	\$	34,000.00
NY,SYR,JBS Dirt Inc	JBS DIRT / JBS Dirt Inc.	1000 Col Eileen Collins Blvd, 0, Syracuse, NY 13212	\$	34,000.00
ND,DIK,Martin Con	MARTINCON / Martin Construction Inc	11120 42nd Street SW, 0, Dickinson, ND 58601	\$	34,000.00
TX,SKF, Velocity	VELOCITYCF / Velocity/CFM JV, LLC	0, 0, San Antonio, TX 78227	\$	34,000.00

Column2	Phone	Job Description	Address	Contract Amount
NY, GTB, Ft Drum		FTDRUMPW / Public Works at Ft Drum	Not Sure what the billing addr, 0, 0, 0 0	\$ 484,662.93
OH, CLE, City of Cleveland		CCLEVEL / City of Cleveland	City of Cleveland, 0, Cleveland, OH 0	\$ 1,519,874.10
IA, DSM, Des Moines		DES MOINES / Des Moines Airport Authority	Des Moines International Airpo, 5800 Fleur Dr, Des Moines, IA 50321	\$ 331,527.00
TX, DAL, City of Dallas, SW	214 670-3413	CDALLAS / City of Dallas	Dallas Love Field, 8008 Herb Kelleher Way, Dallas, TX 75235	\$ 1,259,033.95
AL, HSV, Huntsville Madis		HUNTMADC / Huntsville Madison County Airp	Huntsville International Airpo, 1000 Glenn Hearn Blvd SW, Huntsville, AL 35824	\$ 498,850.00
TX, HYI, City of San Marcos		SANMARC / City of San Marcos		\$ 498,850.00
TX, GGG, Gregg County		GREGGCO / Gregg County		\$ 498,850.00
FL, MCO, GOAA		ORLANDO / Greater Orlando Aviation Autho	1 Jeff Fuqua Blvd, Orlando, FL 32827	\$ 1,245,602.59
GA, ATL, City of Atlanta		CATL / City of Atlanta	Hartsfield-Jackson Atlanta, 6000 N. Terminal Pkwy, Atlanta, GA 30320	\$ 6,000,000.04
NC, CLT, City of Charlotte		CTYCHARLOT / City of Charlotte	0, 0, 0 0 0	\$ 482,961.00
DC, IAD, Metro Washington		METROPOL / Metropolitan Washington Airpor	0, 0, 0 0 0	\$ 480,326.25
GA, ATL, City of Atlanta		CATL / City of Atlanta	Hartsfield-Jackson Atlanta, 6000 N. Terminal Pkwy, Atlanta, GA 30320	\$ 529,646.00
TX, NGP, Allen Ballew Con		ALLENB / Allen Ballew GC Inc.	NAS Corpus Christi, Corpus Christi, TX 78418	\$ 691,201.20
GA, ATL, McCarthy 9L-27R		MCCARTHY / McCarthy Improvement Co	Hartsfield-Jackson Atlanta, 6000 N Terminal Pkwy, Atlanta, GA 30320	\$ 1,689,164.00
SC, NBC, Diaz Constructio		DIAZ / Diaz Construction Inc.	Marine Corps Air Station Beauf, Geiger Blvd, Beaufort, SC 29904	\$ 300,043.60
TX, DFW, Flatiron, TW M S	628 738-3280	FLATCON / Flatiron Constructors, Inc.	Dallas Fort Worth Int'l, 2400 Aviation Dr, DFW Airport, TX 75261	\$ 483,754.25
TX, DFW, Austin Bridge RW	972 973-3112	AUSTIN / Austin Bridge & Road, LP	PO Box 619428, Dallas -Ft Worth, TX 75261	\$ 1,638,565.20
GA, ATL, McCarthy Air Rep	404 530-6600	MCCARTHY / McCarthy Improvement Co	ATL, Hartsfield-Jackson Atlanta, Atlanta, GA 0	\$ 1,632,725.00
VA, NGU, Branscome Inc		BRANINC2 / Branscome Incorporated	Naval Air Station, Norfolk, VA 23511	\$ 379,897.03
KY, CVG, Bluegrass		BLUEGRASS / Bluegrass Paving Inc.	0, 0, 0 0 0	\$ 1,557,285.79
DE, DOV, George and Lynch		GEORGE / George & Lynch, Inc.	Dover AFB, Dover, DE 19901	\$ 601,675.00
TX, AMA, IHC		INTERST / Interstate Highway Constructio	10801 ARPT BLVD, Amarillo, TX 79111	\$ 672,574.00

GA, ATL, Archer Western	ARCHGA / Archer Western Construction GA	0, 0, 0, 0, 0	\$	504,583.20
WY, CYS, Simon	SIMON / Simon	4000 Airport Parkway, Cheyenne, WY 82001	\$	396,295.80
AR, LIT, Weaver-Bailey	WEVERBAILE / Weaver-Bailey Contractors, Inc	3401 SW 11TH Street, 0, Lawton, OK 73501	\$	396,295.80
CO, COS, Kiewit	KIEWITCO / Kiewit Infrastructure CO	City of Colorado Springs, 7770 Milton E Proby Parkway, S, Colorado Springs, CO 80916	\$	711,659.00
TX, DAL, Flatiron	FLATCON / Flatiron Constructors, Inc.	7555 Lemmon Avenue, 0, Dallas, TX 75209	\$	841,701.43
CO, ASE, AMR	AMERRDMAIN / American Road Maintenance		\$	549,343.00
AR, FSM, Emery Sapp & Son	EMSAPP / Emery Sapp & Sons, Inc.	6700 McKennon Blvd Ste 200, 0, Fort Smith, AR 72903	\$	541,515.70
LA, MSY, Barriere Const	BARRECO / Barriere Construction Co. LLC	1 Terminal Dr, Kenner, LA 70062	\$	541,515.70
GA, ATL, CW Matthews	CWMATTH / C. W. Matthews Contracting Co	0, 0, Atlanta, Ge 30337	\$	377,910.00
MS, MEI, Dunn Roadbuilders	DUNNRoadB / Dunn Roadbuilders	0, 0, 0, 0, 0	\$	406,556.00
FL, NIP, Blakeland	BLAKELAN / Blakeland Construction LLC	0, 0, 0, 0, 0	\$	406,556.00

Re: IFB 21-052/JW AIRFIELD MARKING REHABILITATION FOR THE JACK BROOKS REGIONAL AIRPORT

The following vehicles /equipment are owned by Hi-Lite and will be available for use on the above referenced contract.

Vehicle Description

Water Blaster Freightliner Tractor

Transcraft Trailer - Water Blaster

Water Blaster Int'l

Transcraft Trailer - Water Blaster

Water Blaster Freightliner Tractor

Schwarze A9000 Sweeper

Schwarze A9000 Sweeper

Ryder Stake Rack 6 wheeler

Volvo Airport Paint Truck

Volvo Airport Paint Truck

Ryder Box Van

Ryder Box Van 15'

Ryder Stake Rack 6 wheeler

Freightliner -Ryder Tractor

Trans -Trailer (18 wheeler)

Freightliner -Ryder Tractor

Graco Linelazer Hand Stripers

Blowers - Billygoat

1. A. Name of Company: Hi-Lite Airfield Services, LLC (formerly Hi-Lite Markings, Inc.)
B. Company is: Limited Liability Company
2. A. Address of Principal Office:
20128 NYS Route 12F
PO Box 597
Watertown, NY 13601
B. Federal ID: 35-2489959
3. Date Bidder was organized: December 31, 2013
4. Organized: State of Texas
5. Number of Employees: 107
6. A. Engaged in Business: 31 Years
B. Principal Officers:
 1. Christopher J Miller, President
 2. Kelly J. Spinner, Vice President Finance
7. Character of Work Performed: Hi-Lite Airfield Services was established originally in October of 1989 and incorporated in October 1990 as Hi-Lite Markings, Inc. in New York State; restructured in December 2013 as Hi-Lite Airfield Services, LLC in Texas, and has the authority to do business in 47 additional states. Based out of Watertown, NY, Hi-Lite is able to service large area effectively. Specializing in pavement markings and maintenance of airport runways, Hi-Lite has built a rock-solid reputation. Hi-Lite's services include:
 - Pavement Markings - paint, AirMark preformed thermoplastic
 - Markings Removal - grinding and waterblasting
 - Rubber Removal - waterblasting, chemical, and waterblasting/chemical
 - Runway Friction Testing
8. Has Bidder ever failed to complete any work awarded? No
9. Have liquidated damages ever been assessed against Bidder? No
10. Has Bidder ever been subject to civil or criminal investigation? No
11. Has Bidder ever been convicted of any crime or criminal investigation? No
12. Is there any litigation pending? No
13. Background and Experience Principal Members:

<u>Name</u>	<u>Function/Title</u>	<u>Years of Service</u>	<u>Years of Experience</u>
Kelly J. Spinner	VP Finance/Secretary	29	29
Christopher J Miller	President	9	24
14. Hi-Lite has not had fines levied for violations of any state or federal safety, sanitary or environmental laws including OSHA or EPA.

Signature Page

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

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

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

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

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

Hi-Lite Airfield Services, LLC

Bidder (Entity Name)

X  Signature

20128 NYS Route 12F - PO Box 597

Street & Mailing Address

Kelly J Spinner

Print Name

Watertown, NY 13601

City, State & Zip

September 1, 2021

Date Signed

315-583-6111

Telephone Number

315-777-8270

Fax Number

kelly@hi-lite.com

E-mail Address

Bidder: Complete & Return this Form with Offer.

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

☐ Yes ☐ No

N/A

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 contact 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.

N/A

Printed Name of Authorized Representative

N/A

Signature

N/A

Title

N/A

Date

Bidder: Complete & Return this Form with Offer.

House Bill 89 Verification

I, Kelly J Spinner, the undersigned representative of (company or business name) Hi-Lite Airfield Services, LLC (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

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

Pursuant to Section 2270.001, Texas Government Code:

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

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


Signature of Company Representative

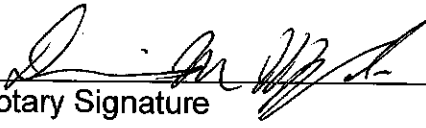
September 1, 2021
Date

On this 1st day of September, 2021, personally appeared

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

Notary Seal

DENNIS M HAEFNER SR
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01HA5061100
Qualified in Jefferson County
Commission Expires June 30, 2022


Notary Signature

September 1, 2021
Date

Bidder: Complete & Return this Form with Offer.

Senate Bill 252 Certification

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

Hi-Lite Airfield Services, LLC
Company Name

IFB 21-052/JW
IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date _____

Figure 1 illustrates the experimental setup. A subject is seated at a table, looking at a video screen. A video camera is positioned above the screen to record the subject's hand position. A light source is positioned to the left of the screen. A target is positioned on the screen. The subject's hand is positioned near the target. The diagram shows the spatial arrangement of the subject, camera, screen, light source, and target.

Bidder: Complete & Return this Form with Offer.

CERTIFICATION REGARDING LOBBYING

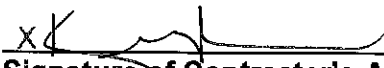
Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

Kelly J Spinner, Vice President Finance
Name and Title of Contractor's Authorized Official *(Please Print)*

September 1, 2021
Date

Bidder: Complete & Return this Form with Offer.

CONFLICT OF INTEREST QUESTIONNAIRE

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

Bidder Shall Return Completed Form with Offer.

SECTION E
DBE PARTICIPATION AND RESIDENCE CERTIFICATION REPORTING

**NOTICE OF INTENT (NOI) TO SUBCONTRACT WITH
DISADVANTAGED BUSINESS ENTERPRISES (DBE)**

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 DBE Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: HI-Lite Airfield Services, LLC DBE: ☐ Yes ☒ No

Address: 20128 NYS Route 12F Watertown New York 13601
Street City State Zip

Phone (with area code): 315-583-6111 Fax (with area code): 315-777-8270

Project Title & No.: Airfield Marking Rehabilitation for the Jack Brooks Regional Airport, IFB 21-052/JW

Prime Contract Amount: \$ 205,138.00

DBE Subcontractor Name: Green Planet, Inc.

DBE Status (Gender & Ethnicity): Female, White

Certifying Agency: North Central Texas Certification Agency

Address: 6371 State Hwy 276 W Royse City TX 75189
Street City State Zip

Phone (with area code): (972) 636-1515 Fax (with area code): (972) 636-3948

Proposed Subcontract Amount: \$ 4,103.00 Percentage of Prime Contract: 2 %

Description of Subcontract Work to be Performed: Construction Waste Disposal

Roll-Off Box(es) and/or Frac Tanks for waste disposal and transportation

Kelly J Spinner [Signature] 8/31/2021
Printed Name of Contractor Representative Signature of Representative Date

Virginia Belmore [Signature] 8/31/2021
Printed Name of DBE 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 "DBE Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

Bidder Shall Return Completed Form with Offer.

**DISADVANTAGED BUSINESS ENTERPRISES (DBE)
SUBCONTRACTING PARTICIPATION DECLARATION FORM
Page 1 of 4**

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

☒ Yes ☐ No

Prime Contractor: Hi-Lite Airfield Services, LLC DBE: ☐ Yes ☒ No

DBE Status (Gender & Ethnicity): None

Address: 20128 NYS Route 12F Watertown New York 13601
Street City State Zip

Phone (with area code): 315-583-6111 Fax (with area code): 315-777-8270

Project Title & No.: Airfield Marking Rehabilitation IFB/RFP No.: IFB 21-052/JW

Total Contract: \$ 205,138.00 Total DBE Subcontract(s): \$ 4,103.00

Construction DBE Goals: ~~2% DBE~~: 2 %

FOR DBE OFFICE USE ONLY:

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

PART I. DBE SUBCONTRACTOR DISCLOSURE

DBE Subcontractor Name: Green Planet, Inc.

DBE Status (Gender & Ethnicity): Female, White

Certifying Agency: North Central Texas Certification Agency

Address: 6371 State Hwy 276 W Royse City TX 75189
Street City State Zip

Contact person: Virginia Belmore Title: President

Phone (with area code): (972) 636-1515 Fax (with area code): (972) 636-3948

Proposed Subcontract Amount: \$ 4,103.00 Percentage of Prime Contract: 2 %

Description of Subcontract Work to be Performed: Construction Waste Disposal

Roll-Off Box(es) and/or Frac Tanks for waste disposal and transportation

Bidder Shall Return Completed Form with Offer.

DISADVANTAGED BUSINESS ENTERPRISES (DBE) SUBCONTRACTING PARTICIPATION DECLARATION FORM

Page 3 of 4

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

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

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

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

Was the Jefferson County DBE Office contacted for assistance in locating DBEs? ☐ Yes ☐ No

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

The bidder shall use this area to provide a listing of all "Non-DBE" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-DBE" 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-DBE" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: N/A

Address: _____

Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: N/A

Address: _____
 Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

**DISADVANTAGED BUSINESS ENTERPRISES (DBE)
SUBCONTRACTING PARTICIPATION DECLARATION FORM**

Page 4 of 4

Subcontractor Name: N/A

Address: _____

Street	City	State	Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: N/A

Address: _____

Street	City	State	Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

I hereby certify that I have read the *DBE 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): Kelly J Spinner

Title: Vice President Finance

Signature: X

Date: September 1, 2021

E-mail address: kelly@hi-lite.com

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

Name (print or type): Krista Hunt

Title: Accounts Receivable Specialist/Accountant

Date: September 1, 2021

E-mail address: krista.hunt@hi-lite.com

Bidder Shall Return Completed Form with Offer.

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

☒ Yes ☐ No

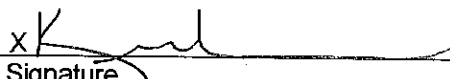
Instructions: In order to determine if a "Good Faith Effort" was made in soliciting DBEs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains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

Did the Prime Contractor . . .

☒ 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 DBE Subcontractor participation?
☒ Yes	☐ No	2. Notify in writing a reasonable number of DBEs, allowing sufficient time for effective participation of the planned work to be subcontracted?
☒ Yes	☐ No	3. Provide DBEs 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 contact within the Prime Contractor/Consultant's organization)?
☒ Yes	☐ No	4. Negotiate in good faith with interested DBEs, and not reject bids from DBEs that qualify as lowest and responsive bidders?
☒ Yes	☐ No	5. Document reasons DBEs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected DBEs?
☐ Yes	☒ No	6. If Prime Contractor/Consultant has zero (0) DBE 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.

Kelly J Spinner
Printed Name of Authorized Representative

X 
Signature

Vice President Finance
Title

September 1, 2021
Date

Bidder Shall Return Completed Form with Offer.

RESIDENCE CERTIFICATION/TAX FORM

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

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

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

☒ I certify that Hi-Lite Airfield Services, LLC [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____
Watertown, NY (city and state).

Taxpayer Identification Number (T.I.N.):	35-2489959
Company Name submitting bid/proposal:	Hi-Lite Airfield Services, LLC
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**
N/A	N/A

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

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

Bidder Shall Return Completed Form with Offer.

SECTION F
BID SURETY

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Hi-Lite Airfield Services, LLC
20128 NYS Route 12F
Watertown, NY 13601

SURETY:

(Name, legal status and principal place of business)

Hartford Casualty Insurance Company
One Hartford Plaza
Hartford, CT 06155

Mailing Address for Notices

Hartford Casualty Insurance Company
One Hartford Plaza
Hartford, CT 06155

OWNER:

(Name, legal status and address)

Jefferson County
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent of the Total Amount Bid ----- (5% of the T.A.B.)

PROJECT:

(Name, location or address, and Project number, if any)

Airfield Marking Rehabilitation for the Jack Brooks Regional Airport - Bid No. IFB 21-052/JW

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

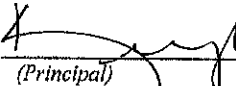
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 1st day of September, 2021


(Witness) Virginia Madden


(Witness) Averil Stockton

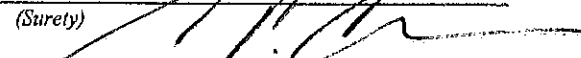
Hi-Lite Airfield Services, LLC

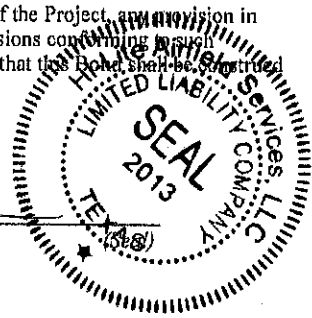

(Principal)


(Title)

Hartford Casualty Insurance Company

(Surety)


Aaron P. Clark, Attorney in Fact
(Title)



Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-12

One Hartford Plaza

Hartford, Connecticut 06155

BondClaims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: LOCKTON COMPANIES LLC

Agency Code: 61-614250

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☒ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- ☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited :**

Robert F. Bobo, Aaron P. Clark, Kristin Darling, Timothy F. Kelly, Florence McClellan, Rachel Richardson, Autumn Stockton of HOUSTON, Texas

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

} ss. Hartford

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard
Notary Public

My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of September 1, 2021

Signed and sealed at the City of Hartford.



Kevin Heckman

Kevin Heckman, Assistant Vice President

CONTRACT

THIS AGREEMENT made this _____ day of _____, 2021, by and between **TBD**, a Corporation organized and existing under the laws of the State of **Texas** hereinafter called the "Contractor", and **JEFFERSON COUNTY, TEXAS**, hereinafter called the "Owner".

W I T N E S S E T H:

That the Contractor and the Owner for the consideration stated herein mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, incidentals and services, including utility and transportation services and perform and complete all work required for the construction of **Airfield Marking Rehabilitation** in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price. The Owner will pay the Contractor, because of his performance of the Contract, for the total quantities of work performed at the lump sum and unit prices stipulated in the Proposal for the **Base Bid, not to exceed a total contract value of: COST IN WORDS (\$XXX,XXX.XX)** subject to additions, and deductions as provided in the Section entitled "CHANGES IN THE WORK" under GENERAL PROVISIONS.

ARTICLE 3. Contract Time. The Contractor agrees to begin work within ten (10) calendar days after issuance by the Owner of a "Work Order" or "Notice to Proceed" and to complete the work within **Twenty-One (21)** consecutive calendar days thereafter (except as modified in accordance with the GENERAL PROVISIONS of these Contract Documents). If the Contractor shall fail to complete the work within the time specified, he and his Surety shall be liable for payment to the Owner, as liquidated damages ascertained and agreed, and not in the nature of a penalty, the amount specified in the PROPOSAL of these Contract Documents for each day of delay. To the extent sufficient in amount, liquidated damages shall be deducted from the payments to be made under this Contract.

ARTICLE 4. Contract. The executed Contract Documents shall consist of the following:

- A. Advertisement and Invitation to Bid
- B. Instructions to Bidders
- C. Proposal
- D. Statement of Bidder's Qualifications
- E. DBE Participation and Residence Certification Reporting
- F. Bid Surety
- G. Contract
- H. Notice of Award
Notice to Proceed
- I. Performance Bond
Payment Bond
Certificate of Insurance
- J. General Provisions (FAA AC 150/5370-10H)
- K. Special Provisions
- L. Addenda
- M. Wage Rates
- N. Change Order Form
- O. Technical Specifications

This Agreement, together with other Documents enumerated in this Article 4, which said other Documents

are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract between the parties hereto. In the event that any provisions in any component part of this Contract conflicts with any provision of any other component part, the conflict shall be resolved by the Engineer whose decision shall be final.

ARTICLE 5. Surety. The Surety on the Performance-Payment Bond shall be a surety company of financial resources satisfactory to the Owner, authorized to do business in the State of Texas, and shall comply with applicable Texas laws.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in four (4) counterparts, each of which shall be considered an original on the day and year first above written.

TBD

(Contractor)

ATTEST: _____ By _____

Title: _____

(Print the names underneath all signatures)

(Street)

(City)

JEFFERSON COUNTY, TEXAS,

(Owner)

ATTEST: _____ By _____

Title: _____

(Print the names underneath all signatures)

SECTION H
NOTICE OF AWARD AND NOTICE TO PROCEED

NOTICE OF AWARD**DATED:** _____, 2021**TO:****ADDRESS:****PROJECT OWNER: JEFFERSON COUNTY****FAA AIP GRANT No. X-XX-XXXX-XXX-XXXX****CONTRACT FOR: AIRFIELD MARKING REHABILITATION****CONSTRUCTION OF: JACK BROOKS REGIONAL AIRPORT**

You are notified that your Bid dated XXX, 2021 for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a contract for Base Bid.

The Contract Price of your contract is _____ dollars and no /100 (\$XXXXXX).

You must comply with the following conditions precedent within FIFTEEN (15) days of the date of this *Notice of Award* that is by, XXXXX, 2021

1. You must deliver to the **OWNER 4** fully executed counterparts of the Agreement including all the Contract Documents.
2. You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the Advertisement for Bids, General Conditions (Article 2), and Supplementary Conditions.
3. You must deliver to the **OWNER 4** original *Certificates of Insurance*, naming the Owner (*Jefferson County*) and Engineer (*Garver, LLC.*) and their respective agents and employees, to be expressly named as additional insured's, in accordance with the General Conditions.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid in default, to annul this Notice of Award, and to declare your Bid Security forfeited.

Within ten (10) days after you comply with the above conditions, OWNER will return to you one (1) fully signed counterpart of the Agreement with the Contract Documents attached.

Sincerely,

GARVER, LLC

Jason Frank, PE
Senior Project Manager

ACCEPTANCE OF AWARD:

CONTRACTOR:

BY: _____
TITLE: _____
DATE: _____

XXXXXXX, 2021

XXXXXXXXXXXX
 XXXXXXXXXXXX
 XXXXXXXXXXXX
 XXXXXXXXXXXX

Re: Jack Brooks Regional Airport
 Airfield Marking Rehabilitation; Jefferson County Contract 16-013/JW
 AIP No. X-XX-XXXX-XXX-XXXX
 Notice to Proceed

Dear Mr. _____:

Please consider this letter as your Notice to Proceed with construction on the above referenced project, effective XXXXXXX, 2021.

Under the terms of the Contract, contract time will start when construction begins or ten (10) days after the effective date of this Notice to Proceed, whichever comes first. Work must be completed within 21 calendar days of the start of contract time. Before you start work at the site, Special Provisions Section C-01 requires that you must deliver to the Engineer and Owner Certificates of Insurance which you are required to purchase and maintain in accordance with the Contract. As stipulated in the Contract Proposal, failure to complete the work within the contract time shall result in the assessment of liquidated damages. The damages are therein set in the amount of \$1,000.00 per calendar day.

Please call me if you have any questions.

Sincerely,

GARVER, LLC

Jason Frank, P.E.
 Sr. Project Manager

CC: Alex Rupp, Jack Brooks Regional Airport (via email)

SECTION I
PERFORMANCE AND PAYMENT BONDS
CERTIFICATE OF INSURANCE

PAYMENT BOND

PERFORMANCE BOND

***INSERT INSURANCE
DOCUMENTS HERE***

SECTION J
GENERAL PROVISIONS
(FAA AC 150/5370-10H)

12/21/2018

AC 150/5370-10H

GENERAL PROVISIONS**SECTION 10 DEFINITION OF TERMS**

When the following terms are used in these specifications, in the contract, or in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be defined as follows:

Paragraph Number	Term	Definition
10-01	AASHTO	The American Association of State Highway and Transportation Officials.
10-02	Access Road	The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public roadway.
10-03	Advertisement	A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.
10-04	Airport	Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; airport buildings and facilities located in any of these areas, and a heliport.
10-05	Airport Improvement Program (AIP)	A grant-in-aid program, administered by the Federal Aviation Administration (FAA).
10-06	Air Operations Area (AOA)	The term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.
10-07	Apron	Area where aircraft are parked, unloaded or loaded, fueled and/or serviced.
10-08	ASTM International (ASTM)	Formerly known as the American Society for Testing and Materials (ASTM).
10-09	Award	The Owner's notice to the successful bidder of the acceptance of the submitted bid.
10-10	Bidder	Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.
10-11	Building Area	An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.
10-12	Calendar Day	Every day shown on the calendar.

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Paragraph Number	Term	Definition
10-13	Certificate of Analysis (COA)	The COA is the manufacturer's Certificate of Compliance (COC) including all applicable test results required by the specifications.
10-14	Certificate of Compliance (COC)	The manufacturer's certification stating that materials or assemblies furnished fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer's authorized representative.
10-15	Change Order	A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for work within the scope of the contract and necessary to complete the project.
10-16	Contract	A written agreement between the Owner and the Contractor that establishes the obligations of the parties including but not limited to performance of work, furnishing of labor, equipment and materials and the basis of payment. The awarded contract includes but may not be limited to: Advertisement, Contract form, Proposal, Performance bond, payment bond, General provisions, certifications and representations, Technical Specifications, Plans, Supplemental Provisions, standards incorporated by reference and issued addenda.
10-17	Contract Item (Pay Item)	A specific unit of work for which a price is provided in the contract.
10-18	Contract Time	The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.
10-19	Contractor	The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.
10-20	Contractors Quality Control (QC) Facilities	The Contractor's QC facilities in accordance with the Contractor Quality Control Program (CQCP).
10-21	Contractor Quality Control Program (CQCP)	Details the methods and procedures that will be taken to assure that all materials and completed construction required by the contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors.
10-22	Control Strip	A demonstration by the Contractor that the materials, equipment, and construction processes results in a product meeting the requirements of the specification.

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Paragraph Number	Term	Definition
10-23	Construction Safety and Phasing Plan (CSPP)	The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.
10-24	Drainage System	The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.
10-25	Engineer	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering, inspection, and/or observation of the contract work and acting directly or through an authorized representative.
10-26	Equipment	All machinery, together with the necessary supplies for upkeep and maintenance; and all tools and apparatus necessary for the proper construction and acceptable completion of the work.
10-27	Extra Work	An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Owner's Engineer or Resident Project Representative (RPR) to be necessary to complete the work within the intended scope of the contract as previously modified.
10-28	FAA	The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative.
10-29	Federal Specifications	The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration.
10-30	Force Account	a. Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis. b. Owner Force Account - Work performed for the project by the Owner's employees.
10-31	Intention of Terms	Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer and/or Resident Project Representative (RPR) is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer and/or RPR, subject in each case to the final determination of the Owner.

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Paragraph Number	Term	Definition
		Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.
10-32	Lighting	A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.
10-33	Major and Minor Contract Items	A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.
10-34	Materials	Any substance specified for use in the construction of the contract work.
10-35	Modification of Standards (MOS)	Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.
10-36	Notice to Proceed (NTP)	A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
10-37	Owner	The term "Owner" shall mean the party of the first part or the contracting agency signatory to the contract. Where the term "Owner" is capitalized in this document, it shall mean airport Sponsor only. The Owner for this project is Jefferson County, TX .
10-38	Passenger Facility Charge (PFC)	Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.
10-39	Pavement Structure	The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit.
10-40	Payment bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.
10-41	Performance bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.

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Paragraph Number	Term	Definition
10-42	Plans	The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications. Plans may also be referred to as 'contract drawings.'
10-43	Project	The agreed scope of work for accomplishing specific airport development with respect to a particular airport.
10-44	Proposal	The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.
10-45	Proposal guaranty	The security furnished with a proposal to guarantee that the bidder will enter into a contract if their own proposal is accepted by the Owner.
10-46	Quality Assurance (QA)	Owner's responsibility to assure that construction work completed complies with specifications for payment.
10-47	Quality Control (QC)	Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.
10-48	Quality Assurance (QA) Inspector	An authorized representative of the Engineer and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
10-49	Quality Assurance (QA) Laboratory	The official quality assurance testing laboratories of the Owner or such other laboratories as may be designated by the Engineer or RPR. May also be referred to as Engineer's, Owner's, or QA Laboratory.
10-50	Resident Project Representative (RPR)	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by the Contractor, and acting directly or through an authorized representative.
10-51	Runway	The area on the airport prepared for the landing and takeoff of aircraft.
10-52	Runway Safety Area (RSA)	A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA.
10-53	Safety Plan Compliance Document (SPCD)	Details how the Contractor will comply with the CSPP.

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Paragraph Number	Term	Definition
10-54	Specifications	A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.
10-55	Sponsor	A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.
10-56	Structures	Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.
10-57	Subgrade	The soil that forms the pavement foundation.
10-58	Superintendent	The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the RPR, and who shall supervise and direct the construction.
10-59	Supplemental Agreement	A written agreement between the Contractor and the Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in scope work would increase or decrease the total amount of the awarded contract by more than 25%; (2) in scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item.
10-60	Surety	The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.
10-61	Taxilane	A taxiway designed for low speed movement of aircraft between aircraft parking areas and terminal areas.
10-62	Taxiway	The portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.
10-63	Taxiway/Taxilane Safety Area (TSA)	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA.

12/21/2018

AC 150/5370-10H

Paragraph Number	Term	Definition
10-64	Work	The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.
10-65	Working day	A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days.
10-66	Owner Defined terms	None

END OF SECTION 10

12/21/2018

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SECTION 20 PROPOSAL REQUIREMENTS AND CONDITIONS

20-01 Advertisement (Notice to Bidders). See Page A-1

20-02 Qualification of bidders. Each bidder shall submit evidence of competency and evidence of financial responsibility to perform the work to the Owner at the time of bid opening.

Evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, and a list of equipment and a list of key personnel that would be available for the work.

Each bidder shall furnish the Owner satisfactory evidence of their financial responsibility. Evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the bidder's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether their financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect the bidder's true financial condition at the time such qualified statement or report is submitted to the Owner.

Unless otherwise specified, a bidder may submit evidence that they are prequalified with the State Highway Division and are on the current "bidder's list" of the state in which the proposed work is located. Evidence of State Highway Division prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports specified above.

20-03 Contents of proposal forms. The Owner's proposal forms state the location and description of the proposed construction; the place, date, and time of opening of the proposals; and the estimated quantities of the various items of work to be performed and materials to be furnished for which unit bid prices are asked. The proposal form states the time in which the work must be completed, and the amount of the proposal guaranty that must accompany the proposal. The Owner will accept only those Proposals properly executed on physical forms or electronic forms provided by the Owner. Bidder actions that may cause the Owner to deem a proposal irregular are given in paragraph 20-09 *Irregular proposals*.

Mobilization is limited to **3 percent** of the total project cost.

A prebid conference is required on this project to discuss as a minimum, the following items: material requirements; submittals; Quality Control/Quality Assurance requirements; the construction safety and phasing plan including airport access and staging areas; **This shall occur at 10:00 AM CDT on Tuesday, June 22, 2021.**

20-04 Issuance of proposal forms. The Owner reserves the right to refuse to issue a proposal form to a prospective bidder if the bidder is in default for any of the following reasons:

- a. Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force with the Owner at the time the Owner issues the proposal to a prospective bidder.
- c. Documented record of Contractor default under previous contracts with the Owner.
- d. Documented record of unsatisfactory work on previous contracts with the Owner.

20-05 Interpretation of estimated proposal quantities. An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly, or by implication, agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials

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furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as provided in the Section 40, paragraph 40-02, Alteration of Work and Quantities, without in any way invalidating the unit bid prices.

20-06 Examination of plans, specifications, and site. The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. Bidders shall satisfy themselves to the character, quality, and quantities of work to be performed, materials to be furnished, and to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied to the conditions to be encountered in performing the work and the requirements of the proposed contract, plans, and specifications.

20-07 Preparation of proposal. The bidder shall submit their proposal on the forms furnished by the Owner. All blank spaces in the proposal forms, unless explicitly stated otherwise, must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) both in words and numerals which they propose for each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The bidder shall correctly sign the proposal in ink. If the proposal is made by an individual, their name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state where the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of their authority to do so and that the signature is binding upon the firm or corporation.

20-08 Responsive and responsible bidder. A responsive bid conforms to all significant terms and conditions contained in the Owner's invitation for bid. It is the Owner's responsibility to decide if the exceptions taken by a bidder to the solicitation are material or not and the extent of deviation it is willing to accept.

A responsible bidder has the ability to perform successfully under the terms and conditions of a proposed procurement, as defined in 2 CFR § 200.318(h). This includes such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

20-09 Irregular proposals. Proposals shall be considered irregular for the following reasons:

- a. If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.
- b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.
- c. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.
- d. If the proposal contains unit prices that are obviously unbalanced.
- e. If the proposal is not accompanied by the proposal guaranty specified by the Owner.
- f. If the applicable Disadvantaged Business Enterprise information is incomplete.

The Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

20-10 Bid guarantee. Each separate proposal shall be accompanied by a bid bond, certified check, or other specified acceptable collateral, in the amount specified in the proposal form. Such bond, check, or collateral, shall be made payable to the Owner.

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20-11 Delivery of proposal. Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number, location of airport, and name and business address of the bidder on the outside. When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement or as modified by Addendum before the time specified for opening all bids. Proposals received after the bid opening time shall be returned to the bidder unopened.

20-12 Withdrawal or revision of proposals. A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the Owner *in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid* before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.

20-13 Public opening of proposals. Proposals shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the bidder unopened.

20-14 Disqualification of bidders. A bidder shall be considered disqualified for any of the following reasons:

a. Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.

b. Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.

c. If the bidder is considered to be in "default" for any reason specified in paragraph 20-04, *Issuance of Proposal Forms*, of this section.

20-15 Discrepancies and Omissions. A Bidder who discovers discrepancies or omissions with the project bid documents shall immediately notify the Owner's Engineer of the matter. A bidder that has doubt as to the true meaning of a project requirement may submit to the Owner's Engineer a written request for interpretation no later than 7 days prior to bid opening.

Any interpretation of the project bid documents by the Owner's Engineer will be by written addendum issued by the Owner. The Owner will not consider any instructions, clarifications or interpretations of the bidding documents in any manner other than written addendum.

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SECTION 30 AWARD AND EXECUTION OF CONTRACT

30-01 Consideration of proposals. After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit bid price written in words shall govern.

Until the award of a contract is made, the Owner reserves the right to reject a bidder's proposal for any of the following reasons:

- a. If the proposal is irregular as specified in Section 20, paragraph 20-09, *Irregular Proposals*.
- b. If the bidder is disqualified for any of the reasons specified Section 20, paragraph 20-14, *Disqualification of Bidders*.

In addition, until the award of a contract is made, the Owner reserves the right to reject any or all proposals, waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

30-02 Award of contract. The award of a contract, if it is to be awarded, shall be made within ~~{—}~~ *calendar days of the date specified for publicly opening proposals the time referenced in the Advertisement and the Proposal*, unless otherwise specified herein.

If the Owner elects to proceed with an award of contract, the Owner will make award to the responsible bidder whose bid, conforming with all the material terms and conditions of the bid documents, is the lowest in price.

30-03 Cancellation of award. The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with paragraph 30-07 *Approval of Contract*.

30-04 Return of proposal guaranty. All proposal guaranties, except those of the two lowest bidders, will be returned immediately after the Owner has made a comparison of bids as specified in the paragraph 30-01, *Consideration of Proposals*. Proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds as specified in paragraph 30-05, *Requirements of Contract Bonds*.

30-05 Requirements of contract bonds. At the time of the execution of the contract, the successful bidder shall furnish the Owner a surety bond or bonds that have been fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

30-06 Execution of contract. The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return the signed contract to the Owner, along with the fully executed surety bond or bonds specified in paragraph 30-05, *Requirements of Contract Bonds*, of this section, within *the time specified in the proposal*.

30-07 Approval of contract. Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances, and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful bidder's proposal and the terms of the contract.

30-08 Failure to execute contract. Failure of the successful bidder to execute the contract and furnish an acceptable surety bond or bonds within the period specified in paragraph 30-06, *Execution of Contract*, of

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this section shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidated damages to the Owner.

END OF SECTION 30

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SECTION 40 SCOPE OF WORK

40-01 Intent of contract. The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

40-02 Alteration of work and quantities. The Owner reserves the right to make such changes in quantities and work as may be necessary or desirable to complete, in a satisfactory manner, the original intended work. Unless otherwise specified in the Contract, the Owner's Engineer or RPR shall be and is hereby authorized to make, in writing, such in-scope alterations in the work and variation of quantities as may be necessary to complete the work, provided such action does not represent a significant change in the character of the work.

For purpose of this section, a significant change in character of work means: any change that is outside the current contract scope of work; any change (increase or decrease) in the total contract cost by more than 25%; or any change in the total cost of a major contract item by more than 25%.

Work alterations and quantity variances that do not meet the definition of significant change in character of work shall not invalidate the contract nor release the surety. Contractor agrees to accept payment for such work alterations and quantity variances in accordance with Section 90, paragraph 90-03, *Compensation for Altered Quantities*.

Should the value of altered work or quantity variance meet the criteria for significant change in character of work, such altered work and quantity variance shall be covered by a supplemental agreement. Supplemental agreements shall also require consent of the Contractor's surety and separate performance and payment bonds. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

40-03 Omitted items. The Owner, the Owner's Engineer or the RPR may provide written notice to the Contractor to omit from the work any contract item that does not meet the definition of major contract item. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with Section 90, paragraph 90-04, *Payment for Omitted Items*.

40-04 Extra work. Should acceptable completion of the contract require the Contractor to perform an item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, Owner may issue a Change Order to cover the necessary extra work. Change orders for extra work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the RPR's opinion, is necessary for completion of the extra work.

When determined by the RPR to be in the Owner's best interest, the RPR may order the Contractor to proceed with extra work as provided in Section 90, paragraph 90-05, *Payment for Extra Work*. Extra work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original contract shall be covered by a supplemental agreement as defined in Section 10, paragraph 10-59, *Supplemental Agreement*.

If extra work is essential to maintaining the project critical path, RPR may order the Contractor to commence the extra work under a Time and Material contract method. Once sufficient detail is available to establish the level of effort necessary for the extra work, the Owner shall initiate a change order or supplemental agreement to cover the extra work.

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Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the Owner.

40-05 Maintenance of traffic. It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration. The Contractor shall maintain traffic in the manner detailed in the Construction Safety and Phasing Plan (CSPP).

a. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to their own operations and the operations of all subcontractors as specified in Section 80, paragraph 80-04, *Limitation of Operations*. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in Section 70, paragraph 70-15, *Contractor's Responsibility for Utility Service and Facilities of Others*.

b. With respect to their own operations and the operations of all subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport in accordance with the construction safety and phasing plan (CSPP) and the safety plan compliance document (SPCD).

c. When the contract requires the maintenance of an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep the road, street, or highway open to all traffic and shall provide maintenance as may be required to accommodate traffic. The Contractor, at their expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel. The Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices (MUTCD) (<http://mutcd.fhwa.dot.gov/>), unless otherwise specified. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways.

40-06 Removal of existing structures. All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly, but shall be included in the various contract items.

Should the Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the plans, the Resident Project Representative (RPR) shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the RPR in accordance with the provisions of the contract.

Except as provided in Section 40, paragraph 40-07, *Rights in and Use of Materials Found in the Work*, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be used in the work as otherwise provided for in the contract and shall remain the property of the Owner when so used in the work.

40-07 Rights in and use of materials found in the work. Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be embankment, the Contractor may at their own option either:

- a. Use such material in another contract item, providing such use is approved by the RPR and is in conformance with the contract specifications applicable to such use; or,
- b. Remove such material from the site, upon written approval of the RPR; or
- c. Use such material for the Contractor's own temporary construction on site; or,

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d. Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option a., b., or c., the Contractor shall request the RPR's approval in advance of such use.

Should the RPR approve the Contractor's request to exercise option a., b., or c., the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at their expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for use of such material used in the work or removed from the site.

Should the RPR approve the Contractor's exercise of option a., the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of their own exercise of option a., b., or c.

The Contractor shall not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

40-08 Final cleanup. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. The Contractor shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of the property Owner.

END OF SECTION 40

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SECTION 50 CONTROL OF WORK

50-01 Authority of the Resident Project Representative (RPR). The RPR has final authority regarding the interpretation of project specification requirements. The RPR shall determine acceptability of the quality of materials furnished, method of performance of work performed, and the manner and rate of performance of the work. The RPR does not have the authority to accept work that does not conform to specification requirements.

50-02 Conformity with plans and specifications. All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross-sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans, or specifications.

If the RPR finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications, but that the portion of the work affected will, in their opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, the RPR will advise the Owner of their determination that the affected work be accepted and remain in place. The RPR will document the determination and recommend to the Owner a basis of acceptance that will provide for an adjustment in the contract price for the affected portion of the work. Changes in the contract price must be covered by contract change order or supplemental agreement as applicable.

If the RPR finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the RPR's written orders.

The term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the contract, plans, and specifications. The term shall not be construed as waiving the RPR's responsibility to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's execution of the work, when, in the RPR's opinion, such compliance is essential to provide an acceptable finished portion of the work.

The term "reasonably close conformity" is also intended to provide the RPR with the authority, after consultation with the Sponsor and FAA, to use sound engineering judgment in their determinations to accept work that is not in strict conformity, but will provide a finished product equal to or better than that required by the requirements of the contract, plans and specifications.

The RPR will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions incident thereto.

50-03 Coordination of contract, plans, and specifications. The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. If electronic files are provided and used on the project and there is a conflict between the electronic files and hard copy plans, the hard copy plans shall govern. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing, and cited advisory circulars (ACs); contract general provisions shall govern over plans, cited standards for materials or testing, and cited ACs; plans shall govern over cited standards for materials or testing and cited ACs. If any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

From time to time, discrepancies within cited testing standards occur due to the timing of the change, edits, and/or replacement of the standards. If the Contractor discovers any apparent discrepancy within standard test methods, the Contractor shall immediately ask the RPR for an interpretation and decision, and such decision shall be final.

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The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, Contractor shall immediately notify the Owner or the designated representative in writing requesting their written interpretation and decision.

50-04 List of Special Provisions. See Special Provisions (Page K-1)

- A. FEDERAL AVIATION ADMINISTRATION REQUIREMENTS
- B. STATE TERMS AND CONDITIONS
- C. LOCAL TERMS AND CONDITIONS

50-05 Cooperation of Contractor. The Contractor shall be supplied with three hard copies or an electronic PDF of the plans and specifications. The Contractor shall have available on the construction site at all times one hardcopy each of the plans and specifications. Additional hard copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the work to facilitate the progress thereof, and shall cooperate with the RPR and their inspectors and with other Contractors in every way possible. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as their agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the RPR or their authorized representative.

50-06 Cooperation between Contractors. The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work not to interfere with or hinder the progress of completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with their own contract and shall protect and hold harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced because of the presence and operations of other Contractors working within the limits of the same project.

The Contractor shall arrange their work and shall place and dispose of the materials being used to not interfere with the operations of the other Contractors within the limits of the same project. The Contractor shall join their work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

50-07 Construction layout and stakes. The Engineer/RPR shall establish necessary horizontal and vertical control. The establishment of Survey Control and/or reestablishment of survey control shall be by a State Licensed Land Surveyor. Contractor is responsible for preserving integrity of horizontal and vertical controls established by Engineer/RPR. In case of negligence on the part of the Contractor or their employees, resulting in the destruction of any horizontal and vertical control, the resulting costs will be deducted as a liquidated damage against the Contractor.

Prior to the start of construction, the Contractor will check all control points for horizontal and vertical accuracy and certify in writing to the RPR that the Contractor concurs with survey control established for the project. All lines, grades and measurements from control points necessary for the proper execution and control of the work on this project will be provided to the RPR. The Contractor is responsible to establish all layout required for the construction of the project.

Copies of survey notes will be provided to the RPR for each area of construction and for each placement of material as specified to allow the RPR to make periodic checks for conformance with plan grades, alignments and grade tolerances required by the applicable material specifications. Surveys will be provided to the RPR prior to commencing work items that cover or disturb the survey staking. Survey(s) and notes shall be provided in the following format(s): **electronic CAD format (.dwg or .dgn).**

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Laser, GPS, String line, or other automatic control shall be checked with temporary control as necessary. In the case of error, on the part of the Contractor, their surveyor, employees or subcontractors, resulting in established grades, alignment or grade tolerances that do not concur with those specified or shown on the plans, the Contractor is solely responsible for correction, removal, replacement and all associated costs at no additional cost to the Owner.

No direct payment will be made, unless otherwise specified in contract documents, for this labor, materials, or other expenses. The cost shall be included in the price of the bid for the various items of the Contract.

50-08 Authority and duties of Quality Assurance (QA) inspectors. QA inspectors shall be authorized to inspect all work done and all material furnished. Such QA inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. QA inspectors are not authorized to revoke, alter, or waive any provision of the contract. QA inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

QA Inspectors are authorized to notify the Contractor or their representatives of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the RPR for a decision.

50-09 Inspection of the work. All materials and each part or detail of the work shall be subject to inspection. The RPR shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the RPR requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Provide advance written notice to the RPR of work the Contractor plans to perform each week and each day. Any work done or materials used without written notice and allowing opportunity for inspection by the RPR may be ordered removed and replaced at the Contractor's expense.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) Owner, authorized representatives of the Owners of such facilities shall have the right to inspect such work. Such inspection shall in no sense make any facility owner a party to the contract, and shall in no way interfere with the rights of the parties to this contract.

50-10 Removal of unacceptable and unauthorized work. All work that does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the RPR as provided in paragraph 50-02, *Conformity with Plans and Specifications*.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of Section 70, paragraph 70-14, *Contractor's Responsibility for Work*.

No removal work made under provision of this paragraph shall be done without lines and grades having been established by the RPR. Work done contrary to the instructions of the RPR, work done beyond the lines shown on the plans or as established by the RPR, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply with any order of the RPR made under the provisions of this subsection, the RPR will have authority to cause unacceptable work to be remedied or removed and

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replaced; and unauthorized work to be removed and recover the resulting costs as a liquidated damage against the Contractor.

50-11 Load restrictions. The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage that may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor, at their own expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel.

50-12 Maintenance during construction. The Contractor shall maintain the work during construction and until the work is accepted. Maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

50-13 Failure to maintain the work. Should the Contractor at any time fail to maintain the work as provided in paragraph 50-12, *Maintenance during Construction*, the RPR shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

Should the Contractor fail to respond to the RPR's notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the Owner, shall be recovered as a liquidated damage against the Contractor.

50-14 Partial acceptance. If at any time during the execution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, the Contractor may request the RPR to make final inspection of that unit. If the RPR finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, the RPR may accept it as being complete, and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract.

50-15 Final acceptance. Upon due notice from the Contractor of presumptive completion of the entire project, the RPR and Owner will make an inspection. If all construction provided for and contemplated by the contract is found to be complete in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The RPR shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the RPR will notify the Contractor and the Contractor shall correct the unsatisfactory work. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the RPR will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

50-16 Claims for adjustment and disputes. If for any reason the Contractor deems that additional compensation is due for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, the Contractor shall notify the RPR in writing of their intention to claim such additional compensation before the Contractor begins the work on which the Contractor bases

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the claim. If such notification is not given or the RPR is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the RPR has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit a written claim to the RPR who will present it to the Owner for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

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SECTION 60 CONTROL OF MATERIALS

60-01 Source of supply and quality requirements. The materials used in the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, the Contractor shall furnish documentation to the RPR as to the origin, composition, and manufacture of all materials to be used in the work. Documentation shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

At the RPR's option, materials may be approved at the source of supply before delivery. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish materials from other sources.

The Contractor shall furnish airport lighting equipment that meets the requirements of the specifications; and is listed in AC 150/5345-53, *Airport Lighting Equipment Certification Program* and *Addendum*, that is in effect on the date of advertisement.

60-02 Samples, tests, and cited specifications. All materials used in the work shall be inspected, tested, and approved by the RPR before incorporation in the work unless otherwise designated. Any work in which untested materials are used without approval or written permission of the RPR shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the RPR, shall be removed at the Contractor's expense.

Unless otherwise designated, quality assurance tests will be made by and at the expense of the Owner in accordance with the cited standard methods of ASTM, American Association of State Highway and Transportation Officials (AASHTO), federal specifications, Commercial Item Descriptions, and all other cited methods, which are current on the date of advertisement for bids.

The testing organizations performing on-site quality assurance field tests shall have copies of all referenced standards on the construction site for use by all technicians and other personnel. Unless otherwise designated, samples for quality assurance will be taken by a qualified representative of the RPR. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the Contractor's representative at their request after review and approval of the RPR.

A copy of all Contractor QC test data shall be provided to the RPR daily, along with printed reports, in an approved format, on a weekly basis. After completion of the project, and prior to final payment, the Contractor shall submit a final report to the RPR showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.

60-03 Certification of compliance/analysis (COC/COA). The RPR may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's COC stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified. The COA is the manufacturer's COC and includes all applicable test results.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.

The form and distribution of certificates of compliance shall be as approved by the RPR.

When a material or assembly is specified by "brand name or equal" and the Contractor elects to furnish the specified "or equal," the Contractor shall be required to furnish the manufacturer's certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

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- a. Conformance to the specified performance, testing, quality or dimensional requirements; and,
- b. Suitability of the material or assembly for the use intended in the contract work.

The RPR shall be the sole judge as to whether the proposed "or equal" is suitable for use in the work.

The RPR reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

60-04 Plant inspection. The RPR or their authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for acceptance of the material or assembly.

Should the RPR conduct plant inspections, the following conditions shall exist:

- a. The RPR shall have the cooperation and assistance of the Contractor and the producer with whom the Contractor has contracted for materials.
- b. The RPR shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.
- c. If required by the RPR, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Place office or working space in a convenient location with respect to the plant.

It is understood and agreed that the Owner shall have the right to retest any material that has been tested and approved at the source of supply after it has been delivered to the site. The RPR shall have the right to reject only material which, when retested, does not meet the requirements of the contract, plans, or specifications.

60-05 Engineer/ Resident Project Representative (RPR) field office. *See Section C-105*

60-06 Storage of materials. Materials shall be stored to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the RPR. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans and/or CSPP, the storage of materials and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the RPR. Private property shall not be used for storage purposes without written permission of the Owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the RPR a copy of the property Owner's permission.

All storage sites on private or airport property shall be restored to their original condition by the Contractor at their expense, except as otherwise agreed to (in writing) by the Owner or lessee of the property.

60-07 Unacceptable materials. Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the RPR.

Rejected material or assembly, the defects of which have been corrected by the Contractor, shall not be returned to the site of the work until such time as the RPR has approved its use in the work.

60-08 Owner furnished materials. The Contractor shall furnish all materials required to complete the work, except those specified, if any, to be furnished by the Owner. Owner-furnished materials shall be made available to the Contractor at the location specified.

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All costs of handling, transportation from the specified location to the site of work, storage, and installing Owner-furnished materials shall be included in the unit price bid for the contract item in which such Owner-furnished material is used.

After any Owner-furnished material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies that may occur during the Contractor's handling, storage, or use of such Owner-furnished material. The Owner will deduct from any monies due or to become due the Contractor any cost incurred by the Owner in making good such loss due to the Contractor's handling, storage, or use of Owner-furnished materials.

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SECTION 70 LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

70-01 Laws to be observed. The Contractor shall keep fully informed of all federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all their officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or the Contractor's employees.

70-02 Permits, licenses, and taxes. The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work.

70-03 Patented devices, materials, and processes. If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the Patentee or Owner. The Contractor and the surety shall indemnify and hold harmless the Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the execution or after the completion of the work.

70-04 Restoration of surfaces disturbed by others. The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the Owner, such authorized work (by others) must be shown on the plans and is indicated as follows:

<u>Owner</u>	<u>Contract (Phone Number)</u>
XXXX Utility	XXXX (XXX-XXX-XXXX)

Except as listed above, the Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the RPR.

Should the Owner of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such Owners by arranging and performing the work in this contract to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the RPR, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

70-05 Federal Participation. The United States Government has agreed to reimburse the Owner for some portion of the contract costs. The contract work is subject to the inspection and approval of duly authorized representatives of the FAA Administrator. No requirement of this contract shall be construed as making the United States a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

70-06 Sanitary, health, and safety provisions. The Contractor's worksite and facilities shall comply with applicable federal, state, and local requirements for health, safety and sanitary provisions.

70-07 Public convenience and safety. The Contractor shall control their operations and those of their subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

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The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to their own operations and those of their own subcontractors and all suppliers in accordance with Section 40, paragraph 40-05, *Maintenance of Traffic*, and shall limit such operations for the convenience and safety of the traveling public as specified in Section 80, paragraph 80-04, *Limitation of Operations*.

The Contractor shall remove or control debris and rubbish resulting from its work operations at frequent intervals, and upon the order of the RPR. If the RPR determines the existence of Contractor debris in the work site represents a hazard to airport operations and the Contractor is unable to respond in a prompt and reasonable manner, the RPR reserves the right to assign the task of debris removal to a third party and recover the resulting costs as a liquidated damage against the Contractor.

70-08 Construction Safety and Phasing Plan (CSPP). The Contractor shall complete the work in accordance with the approved Construction Safety and Phasing Plan (CSPP) developed in accordance with AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP is on sheet(s) **G-101 through G-203** of the project plans.

70-09 Use of explosives. The use of explosives is not permitted on this project.

70-10 Protection and restoration of property and landscape. The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until the Engineer/RPR has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the execution of the work, resulting from any act, omission, neglect, or misconduct in manner or method of executing the work, or at any time due to defective work or materials, and said responsibility shall not be released until the project has been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, the Contractor shall restore, at their expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner.

70-11 Responsibility for damage claims. The Contractor shall indemnify and hold harmless the Engineer/RPR and the Owner and their officers, agents, and employees from all suits, actions, or claims, of any character, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of their own contract considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, their own surety may be held until such suits, actions, or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance.

70-12 Third party beneficiary clause. It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create for the public or any member thereof, a third-party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

70-13 Opening sections of the work to traffic. If it is necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such "phasing" of the work must be specified below and indicated on the approved Construction Safety and

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Phasing Plan (CSPP) and the project plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified.

Detailed phasing information is provided in the Construction Safety and Phasing Plan.

Upon completion of any portion of work listed above, such portion shall be accepted by the Owner in accordance with Section 50, paragraph 50-14, *Partial Acceptance*.

No portion of the work may be opened by the Contractor until directed by the Owner in writing. Should it become necessary to open a portion of the work to traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the RPR, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the Owner shall be repaired by the Contractor at their expense.

The Contractor shall make their own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

The Contractor must conform to safety standards contained AC 150/5370-2 and the approved CSPP.

Contractor shall refer to the plans, specifications, and the approved CSPP to identify barricade requirements, temporary and/or permanent markings, airfield lighting, guidance signs and other safety requirements prior to opening up sections of work to traffic.

70-14 Contractor's responsibility for work. Until the RPR's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with Section 50, paragraph 50-14, *Partial Acceptance*, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at their own expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seeding, and sodding furnished under the contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

70-15 Contractor's responsibility for utility service and facilities of others. As provided in paragraph 70-04, *Restoration of Surfaces Disturbed by Others*, the Contractor shall cooperate with the owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control their operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate locations have been indicated on the plans and/or in the contract documents.

It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the

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Contractor of the responsibility to protect such existing features from damage or unscheduled interruption of service.

It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the Owners of all utility services or other facilities of their plan of operations. Such notification shall be in writing addressed to "The Person to Contact" as provided in this paragraph and paragraph 70-04, *Restoration of Surfaces Disturbed By Others*. A copy of each notification shall be given to the RPR.

In addition to the general written notification provided, it shall be the responsibility of the Contractor to keep such individual Owners advised of changes in their plan of operations that would affect such Owners.

Prior to beginning the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such Owner of their plan of operation. If, in the Contractor's opinion, the Owner's assistance is needed to locate the utility service or facility or the presence of a representative of the Owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's "Person to Contact" no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the RPR.

The Contractor's failure to give the two days' notice shall be cause for the Owner to suspend the Contractor's operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use hand excavation methods within 3 feet (1 m) of such outside limits at such points as may be required to ensure protection from damage due to the Contractor's operations.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, the Contractor shall immediately notify the proper authority and the RPR and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the RPR continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to their operations whether due to negligence or accident. The Owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or their own surety.

70-16 Furnishing rights-of-way. The Owner will be responsible for furnishing all rights-of-way upon which the work is to be constructed in advance of the Contractor's operations.

70-17 Personal liability of public officials. In carrying out any of the contract provisions or in exercising any power or authority granted by this contract, there shall be no liability upon the Engineer, RPR, their authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

70-18 No waiver of legal rights. Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or their surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill their obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.

70-19 Environmental protection. The Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, asphalts, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

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70-20 Archaeological and historical findings. Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should the Contractor encounter, during their operations, any building, part of a building, structure, or object that is incongruous with its surroundings, the Contractor shall immediately cease operations in that location and notify the RPR. The RPR will immediately investigate the Contractor's finding and the Owner will direct the Contractor to either resume operations or to suspend operations as directed.

Should the Owner order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract change order or supplemental agreement as provided in Section 40, paragraph 40-04, *Extra Work*, and Section 90, paragraph 90-05, *Payment for Extra Work*. If appropriate, the contract change order or supplemental agreement shall include an extension of contract time in accordance with Section 80, paragraph 80-07, *Determination and Extension of Contract Time*.

70-21 Insurance Requirements. See Special Provisions.

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SECTION 80 EXECUTION AND PROGRESS

80-01 Subletting of contract. The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Resident Project Representative (RPR).

The Contractor shall perform, with his organization, an amount of work equal to at least **25** percent of the total contract cost.

Should the Contractor elect to assign their contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner.

The Contractor shall provide copies of all subcontracts to the RPR 14 days prior to being utilized on the project. As a minimum, the information shall include the following:

- Subcontractor's legal company name.
- Subcontractor's legal company address, including County name.
- Principal contact person's name, telephone and fax number.
- Complete narrative description, and dollar value of the work to be performed by the subcontractor.
- Copies of required insurance certificates in accordance with the specifications.
- Minority/ non-minority status.

80-02 Notice to proceed (NTP). The Owners notice to proceed will state the date on which contract time commences. The Contractor is expected to commence project operations within 10 days of the NTP date. The Contractor shall notify the RPR at least 24 hours in advance of the time contract operations begins. The Contractor shall not commence any actual operations prior to the date on which the notice to proceed is issued by the Owner.

80-03 Execution and progress. Unless otherwise specified, the Contractor shall submit their coordinated construction schedule showing all work activities for the RPR's review and acceptance at least 10 days prior to the start of work *and in advance of the preconstruction meeting*. The Contractor's progress schedule, once accepted by the RPR, will represent the Contractor's baseline plan to accomplish the project in accordance with the terms and conditions of the Contract. The RPR will compare actual Contractor progress against the baseline schedule to determine that status of the Contractor's performance. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the RPR's request, submit a revised schedule for completion of the work within the contract time and modify their operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the execution of the work be discontinued for any reason, the Contractor shall notify the RPR at least 24 hours in advance of resuming operations.

The Contractor shall not commence any actual construction prior to the date on which the NTP is issued by the Owner.

Submission of the work schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

80-04 Limitation of operations. The Contractor shall control their operations and the operations of their subcontractors and all suppliers to provide for the free and unobstructed movement of aircraft in the air operations areas (AOA) of the airport.

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When the work requires the Contractor to conduct their operations within an AOA of the airport, the work shall be coordinated with airport operations (through the RPR) at least 48 hours prior to commencement of such work. The Contractor shall not close an AOA until so authorized by the RPR and until the necessary temporary marking, signage and associated lighting is in place as provided in Section 70, paragraph 70-08, *Construction Safety and Phasing Plan (CSPP)*.

When the contract work requires the Contractor to work within an AOA of the airport on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications as specified; immediately obey all instructions to vacate the AOA; and immediately obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AOA until satisfactory conditions are provided. The areas of the AOA identified in the Construction Safety Phasing Plan (CSPP) cannot be closed to operating aircraft to permit the Contractor's operations on a continuous basis and will therefore be closed to aircraft operations intermittently.

The Contractor shall be required to conform to safety standards contained in AC 150/5370-2, Operational Safety on Airports During Construction and the approved CSPP.

80-04.1 Operational safety on airport during construction. All Contractors' operations shall be conducted in accordance with the approved project Construction Safety and Phasing Plan (CSPP) and the Safety Plan Compliance Document (SPCD) and the provisions set forth within the current version of AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP included within the contract documents conveys minimum requirements for operational safety on the airport during construction activities. The Contractor shall prepare and submit a SPCD that details how it proposes to comply with the requirements presented within the CSPP.

The Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. The Contractor shall conduct routine checks to assure compliance with the safety plan measures.

The Contractor is responsible to the Owner for the conduct of all subcontractors it employs on the project. The Contractor shall assure that all subcontractors are made aware of the requirements of the CSPP and SPCD and that they implement and maintain all necessary measures.

No deviation or modifications may be made to the approved CSPP and SPCD unless approved in writing by the Owner. The necessary coordination actions to review Contractor proposed modifications to an approved CSPP or approved SPCD can require a significant amount of time.

80-05 Character of workers, methods, and equipment. The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Any person employed by the Contractor or by any subcontractor who violates any operational regulations or operational safety requirements and, in the opinion of the RPR, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the RPR, be removed immediately by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without approval of the RPR.

Should the Contractor fail to remove such person or persons, or fail to furnish suitable and sufficient personnel for the proper execution of the work, the RPR may suspend the work by written notice until compliance with such orders.

All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall not cause injury to previously completed work, adjacent property, or existing airport facilities due to its use.

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When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans, and specifications.

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless otherwise authorized by the RPR. If the Contractor desires to use a method or type of equipment other than specified in the contract, the Contractor may request authority from the RPR to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the RPR determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the RPR may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this paragraph.

80-06 Temporary suspension of the work. The Owner shall have the authority to suspend the work wholly, or in part, for such period or periods the Owner may deem necessary, due to unsuitable weather, or other conditions considered unfavorable for the execution of the work, or for such time necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the written order to suspend work to the effective date of the written order to resume the work. Claims for such compensation shall be filed with the RPR within the time period stated in the RPR's order to resume work. The Contractor shall submit with their own claim information substantiating the amount shown on the claim. The RPR will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather or for any other delay provided for in the contract, plans, or specifications.

If it becomes necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. The Contractor shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the airport.

80-07 Determination and extension of contract time. The number of calendar shall be stated in the proposal and contract and shall be known as the Contract Time.

If the contract time requires extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

80-07.1 Contract time based on calendar days. Contract Time based on calendar days shall consist of the number of calendar days stated in the contract counting from the effective date of the Notice to Proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Owner's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in the contract time shall not consider either cost of work or the extension of contract time that has

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been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

80-08 Failure to complete on time. For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in paragraph 80-07, *Determination and Extension of Contract Time*) the sum specified in the contract and proposal as liquidated damages (LD) will be deducted from any money due or to become due the Contractor or their own surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in their contract.

Schedule	Liquidated Damages Cost	Allowed Construction Time
See Proposal and Contract		

Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the contract.

80-09 Default and termination of contract. The Contractor shall be considered in default of their contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons, if the Contractor:

- a. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or
- b. Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or
- c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
- d. Discontinues the execution of the work, or
- e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- g. Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or
- h. Makes an assignment for the benefit of creditors, or
- i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Owner consider the Contractor in default of the contract for any reason above, the Owner shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the RPR of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the execution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the RPR will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

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80-10 Termination for national emergencies. The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the execution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the RPR.

Termination of the contract or a portion thereof shall neither relieve the Contractor of their responsibilities for the completed work nor shall it relieve their surety of its obligation for and concerning any just claim arising out of the work performed.

80-11 Work area, storage area and sequence of operations. The Contractor shall obtain approval from the RPR prior to beginning any work in all areas of the airport. No operating runway, taxiway, or air operations area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate work in accordance with the approved CSPP and SPCD.

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SECTION 90 MEASUREMENT AND PAYMENT

90-01 Measurement of quantities. All work completed under the contract will be measured by the RPR, or their authorized representatives, using United States Customary Units of Measurement.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet (0.8 square meters) or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the RPR.

Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

The term "lump sum" when used as an item of payment will mean complete payment for the work described in the contract. When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

When requested by the Contractor and approved by the RPR in writing, material specified to be measured by the cubic yard (cubic meter) may be weighed, and such weights will be converted to cubic yards (cubic meters) for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the RPR and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

MEASUREMENT AND PAYMENT TERMS

Term	Description
Excavation and Embankment Volume	In computing volumes of excavation, the average end area method will be used unless otherwise specified.
Measurement and Proportion by Weight	The term "ton" will mean the short ton consisting of 2,000 pounds avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, independently certified scales by competent, qualified personnel at locations designated by the RPR. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the RPR directs, and each truck shall bear a plainly legible identification mark.
Measurement by Volume	Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.
Asphalt Material	Asphalt materials will be measured by the gallon or ton. When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts. Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when asphalt material has been lost

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Term	Description
	from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities.
Cement	Cement will be measured by the ton or hundredweight.
Structure	Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
Timber	Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.
Plates and Sheets	The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.
Miscellaneous Items	When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.
Scales	Scales must be tested for accuracy and serviced before use. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end. Scales shall be accurate within 0.5% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the RPR before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 0.1% of the nominal rated capacity of the scale, but not less than one pound. The use of spring balances will not be permitted. In the event inspection reveals the scales have been "overweighing" (indicating more than correct weight) they will be immediately adjusted. All materials received subsequent to the last previous correct weighing-accuracy test will be reduced by the percentage of error in excess of 0.5%. In the event inspection reveals the scales have been under-weighing (indicating less than correct weight), they shall be immediately adjusted. No additional payment to the Contractor will be allowed for materials previously weighed and recorded. Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the RPR can safely and conveniently view them. Scale installations shall have available ten standard 50-pound weights for testing the weighing equipment or suitable weights and devices for other approved equipment. All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning

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Term	Description
	or payment, shall be included in the unit contract prices for the various items of the project.
Rental Equipment	Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in paragraph 90-05 <i>Payment for Extra Work</i> .
Pay Quantities	When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the RPR. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

90-02 Scope of payment. The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the execution thereof, subject to the provisions of Section 70, paragraph 70-18, *No Waiver of Legal Rights*.

When the "basis of payment" subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.

90-03 Compensation for altered quantities. When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in Section 40, paragraph 40-02, *Alteration of Work and Quantities*, will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from their own unbalanced allocation of overhead and profit among the contract items, or from any other cause.

90-04 Payment for omitted items. As specified in Section 40, paragraph 40-03, *Omitted Items*, the RPR shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

Should the RPR omit or order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the RPR's order to omit or non-perform such contract item.

Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the RPR's order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the RPR's order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature the amount of such costs.

90-05 Payment for extra work. Extra work, performed in accordance with Section 40, paragraph 40-04, *Extra Work*, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work.

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90-06 Partial payments. Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the RPR, of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with paragraph 90-07, *Payment for Materials on Hand*. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

a. Retainage will not be withheld on this project. No retainage will be withheld by the Owner from progress payments due the prime Contractor. Retainage by the prime or subcontractors is prohibited, and no retainage will be held by the prime from progress due subcontractors.

b. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

c. When at least 95% of the project work has been completed to the satisfaction of the RPR, the RPR shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done.

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the RPR to be a part of the final quantity for the item of work in question.

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in paragraph 90-09, *Acceptance and Final Payment*.

The Contractor shall deliver to the Owner a complete release of all claims for labor and material arising out of this contract before the final payment is made. If any subcontractor or supplier fails to furnish such a release in full, the Contractor may furnish a bond or other collateral satisfactory to the Owner to indemnify the Owner against any potential lien or other such claim. The bond or collateral shall include all costs, expenses, and attorney fees the Owner may be compelled to pay in discharging any such lien or claim.

90-07 Payment for materials on hand. Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to the Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

a. The material has been stored or stockpiled in a manner acceptable to the RPR at or on an approved site.

b. The Contractor has furnished the RPR with acceptable evidence of the quantity and quality of such stored or stockpiled materials.

c. The Contractor has furnished the RPR with satisfactory evidence that the material and transportation costs have been paid.

d. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material stored or stockpiled.

e. The Contractor has furnished the Owner evidence that the material stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

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It is understood and agreed that the transfer of title and the Owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of their responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this paragraph.

90-08 Payment of withheld funds. At the Contractor's option, if an Owner withholds retainage in accordance with the methods described in paragraph 90-06 *Partial Payments*, the Contractor may request that the Owner deposit the retainage into an escrow account. The Owner's deposit of retainage into an escrow account is subject to the following conditions:

a. The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the Owner.

b. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the Owner and having a value not less than the retainage that would otherwise be withheld from partial payment.

c. The Contractor shall enter into an escrow agreement satisfactory to the Owner.

d. The Contractor shall obtain the written consent of the surety to such agreement.

90-09 Acceptance and final payment. When the contract work has been accepted in accordance with the requirements of Section 50, paragraph 50-15, *Final Acceptance*, the RPR will prepare the final estimate of the items of work actually performed. The Contractor shall approve the RPR's final estimate or advise the RPR of the Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the RPR shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the RPR's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the RPR's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with Section 50, paragraph 50-16, *Claims for Adjustment and Disputes*.

After the Contractor has approved, or approved under protest, the RPR's final estimate, and after the RPR's receipt of the project closeout documentation required in paragraph 90-11, *Contractor Final Project Documentation*, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If the Contractor has filed a claim for additional compensation under the provisions of Section 50, paragraph 50-16, *Claims for Adjustments and Disputes*, or under the provisions of this paragraph, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

90-10 Construction warranty.

a. In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.

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b. This warranty shall continue for a period of one year from the date of final acceptance of the work, except as noted. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession. However, this will not relieve the Contractor from corrective items required by the final acceptance of the project work.

c. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements; or any defect of equipment, material, workmanship, or design furnished by the Contractor.

d. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

e. The Owner will notify the Contractor, in writing, within seven (7) days after the discovery of any failure, defect, or damage.

f. If the Contractor fails to remedy any failure, defect, or damage within 14 days after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall: (1) Obtain all warranties that would be given in normal commercial practice; (2) Require all warranties to be executed, in writing, for the benefit of the Owner, as directed by the Owner, and (3) Enforce all warranties for the benefit of the Owner.

h. This warranty shall not limit the Owner's rights with respect to latent defects, gross mistakes, or fraud.

90-11 Contractor Final Project Documentation. Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the RPR approves the Contractor's final submittal. The Contractor shall:

a. Provide two (2) copies of all manufacturers warranties specified for materials, equipment, and installations.

b. Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.

c. Complete final cleanup in accordance with Section 40, paragraph 40-08, *Final Cleanup*.

d. Complete all punch list items identified during the Final Inspection.

e. Provide complete release of all claims for labor and material arising out of the Contract.

f. Provide a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.

g. When applicable per state requirements, return copies of sales tax completion forms.

h. Manufacturer's certifications for all items incorporated in the work.

i. All required record drawings, as-built drawings or as-constructed drawings.

j. Project Operation and Maintenance (O&M) Manual(s).

k. Security for Construction Warranty.

l. Equipment commissioning documentation submitted, if required.

END OF SECTION 90

SECTION K
SPECIAL PROVISIONS

SPECIAL PROVISIONS

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NOT USED

C. LOCAL TERMS AND CONDITIONS

C-01	Contractor's Insurance
C-02	Utilities
C-03	Legal Holidays
C-04	Clean Up
C-05	Project Meetings and Coordination
C-06	Liquidated Damages for Delay
C-07	Care of Work
C-08	Quality Assurance/Materials Testing
C-09	Record Documents
C-10	Contractor/Subcontractor/Supplier Legal Disputes
C-11	General Guaranty
C-12	Contractor's Release and Affidavit
C-13	Submittals
C-14	Stormwater Pollution Prevention Plan
C-15	Test Borings/Subsurface Information
C-16	Wage Rates

SECTION A – FEDERAL AVIATION ADMINISTRATION REQUIREMENTS

A-01 CIVIL RIGHTS - GENERAL

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

A-02 CIVIL RIGHTS – TITLE VI ASSURANCE

Title VI Solicitation Notice:

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

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Acts And Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities:

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

A-03 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

A-04 RIGHT TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

A-05 SEISMIC SAFETY

The contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

A-06 ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

A-07 BUY AMERICAN PREFERENCE

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must complete and submit the Buy American certification included in the contract documents with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

See Section 010470 "Bidder Certifications" for Contractor Buy American Certification.

A-08 DISADVANTAGED BUSINESS ENTERPRISE

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

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

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

A-09 ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201et seq).

A-10 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

A-11 TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);

- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

A-12 VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

A-13 TAX DELINQUENCY AND FELONY CONVICTIONS

The Contractor shall be required to complete the certification regarding tax delinquency and felony convictions included in these contract documents.

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

A-14 COPELAND "ANTI-KICKBACK" ACT

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

A-15 DAVIS-BACON REQUIREMENTS

1. Minimum Wages

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

- (ii)
 - (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under

the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
 - (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

The Federal Aviation Administration or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage

requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

- (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without

weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i) and that such information is correct and complete;
 - (2) That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (ii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.
- (iii) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying or transcription by authorized representatives of the sponsor, the Federal Aviation Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees

- (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually

performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) **Equal Employment Opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. **Compliance with Copeland Act Requirements.**

The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. **Subcontracts.**

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration 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 the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with the Davis-Bacon and Related Act Requirements

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility

- (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

A-16 DISTRACTED DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

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

A-17 AFFIRMATIVE ACTION REQUIREMENT

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade: **(Vol. 45 Federal Register pg. 65984 10/3/80)**

Goals for female participation in each trade: 6.9%

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

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

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

A-18 EQUAL EMPLOYMENT OPPORTUNITY (E.E.O.)

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, 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 identify or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:

- (1) Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
 3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
 4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
 5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.
 6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the contractor during the training period and the contractor shall have made a commitment to employ the apprentices and trainees at the

completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or female sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.
 - f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
 - g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen,

etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

- h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
 - i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is

the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally,) the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.
10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

A-19 PROHIBITION OF SEGREGATED FACILITIES

- (a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- (b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage

or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

A-20 TERMINATION OF CONTRACT

Termination for Convenience:

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

- a) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- b) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
- c) reasonable and substantiated claims, costs and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- d) reasonable and substantiated expenses to the contractor directly attributable to Owner's termination action

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

Termination for Default:

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes conditions, rights and remedies associated with Owner termination of this contract due default of the Contractor.

A-21 PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use of products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- a) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or,
- b) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/epawaste/conserve/tools/cpg/products/. Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

A-22 DEBARMENT AND SUSPENSION

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT:

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT:

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

A-23 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

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, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages

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

3. Withholding for Unpaid Wages and Liquidated Damages.

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

4. Subcontractors.

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

A-24 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

The bidder or offeror certifies by signing and submitting this bid or proposal, 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 Bidder or Offeror, 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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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.

A-25 BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide contractor written notice that describes the nature of the breach and corrective actions the contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the contractor must correct the breach. Owner may proceed with termination of the contract if the contractor fails to correct the breach by deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

A-26 CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

SECTION B – STATE TERMS AND CONDITIONS**B-01 NOT USED**

SECTION C – LOCAL TERMS AND CONDITIONS

C-01 CONTRACTOR'S INSURANCE

Contractor shall obtain insurance of the types and in the amounts described below. The insurance shall be written by insurance companies and on forms acceptable to Owner.

Owner and Garver, LLC shall be included as an insured under the CGL, (using ISO Additional Insured Endorsement CG 20 10 11 85 or a substitute providing equivalent coverage), and under the commercial automobile liability (using ISO Additional Insured Endorsement CA 2048 or a substitute providing equivalent coverage), and commercial umbrella, if any. This insurance, including insurance provided under the commercial umbrella, if any, shall apply as primary and non-contributory insurance with respect to any other insurance or self-insurance programs afforded to, or maintained by, Owner.

C-01.1 Commercial General and Umbrella Liability Insurance: Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance, with a limit of not less than \$5,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the Project.

CGL insurance shall be written on ISO occurrence form CG 20 10 (11-85) (or a substitute combination of the following forms CG 20 10 (10-01) and CG 20 37 (10-01) providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury and liability assumed under an insured contract.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, or amending the contractual coverage in the ISO occurrence form.

CGL insurance shall be written with an ISO form CG 25 03 05 09 Designated Construction Project(s) General Aggregate Limit or a substitute form providing equivalent coverage.

C-01.2 Continuing CGL Coverage: Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance, with a limit of not less than \$5,000,000 each occurrence for at least 3 years following substantial completion of the Work.

Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed Work equivalent to that provided under ISO form CG 00 01.

C-01.3 Owner's and Contractor's Protective Liability Insurance: Contractor shall maintain Owner's and Contractor's Protective Liability (OCP) insurance on behalf of Owner and Garver, LLC, as named insured, with a limit of \$1,000,000.

C-01.4 Railroad Protective Liability Insurance: Not applicable

C-01.5 Commercial Auto and Umbrella Liability Insurance: Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident.

Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos).

Commercial auto coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

If the Contract Documents require Contractor to remove and haul hazardous waste from the Project site, or if the Project involves such similar environmental exposure, pollution liability coverage equivalent to that provided under the ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement (CA 99 48) shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

C-01.6 Workers' Compensation Insurance: Contractor shall maintain workers' compensation and employer's liability insurance.

The employer's liability, and if necessary commercial umbrella, limits shall not be less than \$500,000 each accident for bodily injury by accident or \$500,000 each employee for bodily injury by disease.

If Contractor leases its employees, the alternate employer endorsement (WC 00 03 01 A) shall be attached showing Owner in the schedule as the alternate employer.

Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement shall be attached to the policy.

Where applicable, Nonappropriated Fund Instrumentalities Act (NFIA) shall be attached to the policy. NFIA extends the coverage of the Longshore and Harbor Workers' Compensation Act to civilian employees working on United States military bases throughout the world who are not paid with funds appropriated by Congress. These employees, working in facilities operated for the comfort, contentment, and improvement of armed forces personnel, are instead compensated with funds generated from earnings of their facility.

Where applicable, Outer Continental Shelf Lands Act Endorsement shall be attached to the policy.

Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.

If project is located in a state where workers compensation is secured via monopolistic state funds, include evidence of the "Stop Gap" endorsement to the general liability policy.

C-01.7 Property Insurance: If applicable, Contractor shall purchase and maintain property insurance for the Work. Such insurance shall be written in an amount at least equal to the initial contract sum as well as subsequent modifications of that sum. The insurance shall apply on a replacement cost basis. If the insurance obtained in compliance with this paragraph is builders risk insurance, coverage shall be written on a completed value form.

The property insurance as required above shall name as insureds the Owner, Contractor, and all subcontractors and sub-subcontractors on the Project.

C-01.8 Primary and Non-contributory: Contractor agrees that the insurance listed above, including insurance provided under the commercial umbrella, if any, shall apply as primary and non-contributory insurance with respect to any other insurance or self-insurance programs afforded to, or maintained by, Owner.

C-01.9 Waiver of Subrogation: Contractor waives all rights against the Owner and Garver, LLC and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability, commercial umbrella liability insurance, automobile liability insurance and workers compensation insurance maintained pursuant to paragraph C-01 of this agreement.

C-01.10 No Implied Waiver: Contractor shall furnish certifications matching the coverage requirements. Failure of Owner or Engineer to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Owner or Engineer to identify a deficiency from evidence that is provided shall not be construed as a waiver of the contractors obligations to furnish and maintain such insurance, or as a waiver to the enforcement of any of the provisions at a later date.

Any waiver of the contractor's obligation to furnish such certificate or maintain such evidence must be by written change order and signed by a Managing Member (Officer) of the Engineer and the Owner.

C-01.11 Cancellation, Non-Renewal, and/or Impairment Notification: The Contractor shall not cause any insurance policy to be cancelled or permit it to lapse and all insurance policies shall include an endorsement to the effect that the insurance policy or certificate shall not be subject to cancellation or to a reduction in the required limits of liability or amounts of insurance until notice has been mailed to the Owner and Engineer, stating the date when such cancellation or reduction shall be effective, which date shall not be less than (60) days after such notice.

The amount shown in the bid item for the Owner's Protective Insurance shall include that amount of additional premium required for obtaining Owner's and Engineer's Protective Liability insurance for the Owner and Garver, LLC. The Engineer has the right to request justification from the contractor for the full amount of the cost included under the items "Owner's Protective Insurance".

Notice shall be sent via email and regular mail to the following persons and addresses:

Owner:

Alex Rupp
5000 Jerry Ware Drive
Beaumont, TX 77705
ARupp@co.Jefferson.tx.us

Garver:

Jason Frank, PE
Garver, LLC
12141 Wickchester
Suite 200
Houston, TX 77079
JEFrank@GarverUSA.com

C-01.12 Sample Certificate of Liability Insurance:

<b style="font-size: 1.2em;">CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) (must be dated)																																										
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.																																												
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).																																												
PRODUCER Agency Name Agency Address www.stephens.com INSURED Named Insured on the policies	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Agency contact</td> </tr> <tr> <td>PHONE (A/C, No, Ext): Agency ph#</td> <td>FAX (A/C, No):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: Agency contact email address</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td colspan="2">INSURER A: Carrier Name (AM Best Rating)</td> </tr> <tr> <td colspan="2">INSURER B:</td> </tr> <tr> <td colspan="2">INSURER C:</td> </tr> <tr> <td colspan="2">INSURER D:</td> </tr> <tr> <td colspan="2">INSURER E:</td> </tr> <tr> <td colspan="2">INSURER F:</td> </tr> </table>		CONTACT NAME: Agency contact		PHONE (A/C, No, Ext): Agency ph#	FAX (A/C, No):	E-MAIL ADDRESS: Agency contact email address		INSURER(S) AFFORDING COVERAGE		INSURER A: Carrier Name (AM Best Rating)		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:																							
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ACORD 25 (2010/06)

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C-02 UTILITIES

All work in this contract shall be in accordance with the Texas Underground Facilities Damage Prevention Act. The Contractor shall abide by the most current edition of this Act.

Underground utilities exist within and adjacent to the limits of construction. An attempt has been made to locate these utilities on the plans. However, all existing utilities may not be shown and the actual locations of the utilities may vary from the locations shown.

The Contractor shall be responsible for the protection of all existing utilities, structures, equipment, or improvements crossed by or adjacent to his construction operations. Where existing utilities, service lines, structures, equipment, etc. are cut, broken, or damaged, the Contractor shall replace or repair immediately these items with the same type of original material and construction or better, at his own expense to the satisfaction of the Owner and the Engineer. After damage discovery, the Contractor shall immediately coordinate with the Owner and the Engineer on the complete repair and/or replacement work required. Following written notice of work required, the Contractor shall expeditiously begin and finish this work with all labor and materials required. All repair and/or replacement work, labor, and materials shall be supplied and installed by the Contractor. If the Contractor fails to promptly perform the repair work and correct all deficiencies, the Owner shall have the option of remedying the defects and any expenses incurred by the Owner shall be withheld from the Contractor's payments.

C-03 LEGAL HOLIDAYS

Holidays that shall be observed are the following: New Year's Day (January 1); Dr. Martin Luther King Jr.'s Birthday (3rd Monday in January); President's Day (3rd Monday in February); Memorial Day (last Monday in May); Independence Day (July 4); Labor Day (1st Monday in September); Columbus Day (2nd Monday in October); Thanksgiving Day (4th Thursday in November); Day after Thanksgiving (Friday following Thanksgiving); Christmas Eve (December 24); and Christmas Day (December 25). If a holiday falls on a Saturday or Sunday, the observed day shall be the Friday preceding the Saturday or the Monday following the Sunday. No construction observation will be furnished on legal holidays or Sundays, except in an emergency. The Contractor shall observe these legal holidays and all Sundays, and no work shall be performed on these days except in an emergency. Calendar day contract time includes delays for all holidays. Refer to Section C-06 for more information.

C-04 CLEAN UP

From time to time, the Contractor shall clean up the site, including any work areas at the airport, in order that the site presents a neat appearance and the progress of the work not be impeded. One such period of clean up shall immediately precede final inspection.

Immediately following acceptance of the work by the Owner, the Contractor shall remove all temporary plant, equipment, surplus materials, and debris resulting from his operations, and leave the site in a condition fully acceptable to the Owner.

C-05 PROJECT MEETINGS AND COORDINATION

A preconstruction conference will be called by the Engineer at a time convenient to the Owner and before the issuance of the "Notice to Proceed". The Engineer and the Contractor and such subcontractors as the Contractor may desire shall attend this meeting with the Owner.

The Owner and/or Engineer will call such coordination conferences as may seem expedient to him for the purpose of assuring coordination of the work covered by this Contract. The Contractor shall attend all such conferences. This in no way relieves the Contractor of his responsibility to fully coordinate his work under this Contract.

C-06 LIQUIDATED DAMAGES FOR DELAY

The number of calendar days allowed for completion of the project is stipulated in the Proposal and in the Contract and shall be known as the Contract Time. The Contractor agrees that time is a critical element for this Contract. Loss will accrue to the Owner due to delayed completion of the work; and the cost to the Owner of the administration of the Contract, including engineering, inspection, and supervision, will be increased as the time occupied in the work is lengthened. The Contractor agrees that for each day of delay beyond the number of calendar days herein agreed upon for the completion of the work herein specified and contracted for, the Owner may withhold, permanently, from the Contractor's total compensation, the sum of **One Thousand** Dollars (\$1000.00) as stipulated damages for each day of such delay. Should the amount otherwise due the Contractor be less than the amount of such ascertained and liquidated damages, the Contractor and his Surety shall be liable to the Owner for such deficiency.

It is understood and agreed by and between the Owner and the Contractor that the time of completion herein set out is a reasonable time. The Contractor shall perform fully, entirely, and in an acceptable manner, the work contracted for within the contract time stated in the Contract. The contract time shall be counted from ten days after the effective date of the "Notice to Proceed", or the date work commences, whichever occurs first; and shall include all Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of any orders of the Engineer for suspension of the prosecution of the work, due to the fault of the Contractor, shall be counted as elapsed contract time, and shall not be considered for an extension of time.

Extensions of time for completion, under the condition of 3(a) next below, will be granted; extensions may be granted under other stated conditions:

1. If the satisfactory execution and completion of the Contract shall require work or material in greater amounts or quantities than those set forth in the Contract, then the Contract time shall be increased in the same proportion as the additional work bears to the original work contracted for.
2. An average or usual number of inclement weather days, when work cannot proceed, is to be anticipated during the construction period and is not to be considered as warranting extension of time. The days included in the contract time for Normal Weather-Related Events and holidays are as follows:

(On A Monthly Basis)

Month	Normal Weather-Related Events	Holidays
January	9	2
February	5	1
March	6	0
April	8	0
May	8	1
June	12	0
July	10	1
August	13	0
September	9	1
October	8	1
November	6	2
December	8	2

If, however, it appears that the Contractor is delayed by conditions of weather, outside of normal weather-related events detailed in the proceeding table, extensions of time may be granted.

3. Should the work under the Contract be delayed by other causes which could not have been prevented or contemplated by the Contractor, and which are beyond the Contractor's power to prevent or remedy,

an extension of time may be granted. Such causes of delay shall include but not necessarily be limited to the following:

- a. Acts of God, acts of the public enemy, acts of the Owner except as provided in these Specifications, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.
- b. Any delays of Subcontractors or suppliers occasioned by any of the causes specified above.

The Engineer or other authorized representative of the Owner shall keep a written record sufficient for determination as to the inclusion of that day in the computation of Contract time. This record shall be available for examination by the Contractor during normal hours of work as soon as feasible after the first of each construction month. In case of disagreement between the representative of the Owner and the Contractor, as to the classification of any day, the matter shall be referred to the Owner whose decision shall be final.

If the Contractor finds it impossible for reasons beyond his control to complete the work within the Contract time as specified, or as extended in accordance with the provisions of this subsection, he may, at any time prior to the expiration of the Contract time as extended, make a written request to the Engineer for an extension of time setting forth the reasons which he believes will justify the granting of his request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Engineer finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, he may recommend to the Owner that the contract time be extended as conditions justify. If the Owner extends the contract, the extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

The amount of all extensions of time for whatever reason granted shall be determined by the Owner. In general, only actual and not hypothetical days of delay will be considered. The Owner shall have authority to grant additional extensions of time as the Owner may deem justifiable.

C-07 CARE OF WORK

The Contractor shall avoid damage, as a result of his operations, to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, equipment, etc., and he shall at his own expense completely repair any damage thereto caused by his operations, to the satisfaction of the Owner and Engineer. After damage discovery, the Contractor shall immediately coordinate with the Owner and the Engineer on the complete repair and/or replacement work required. Following written notice of work required, the Contractor shall expeditiously begin and finish this work with all labor and materials required. All repair and/or replacement work, labor, and materials shall be supplied and installed by the Contractor. If the Contractor fails to promptly perform the repair work and correct all deficiencies, the Owner shall have the option of remedying the defects and any expenses incurred by the Owner shall be withheld from the Contractor's payments.

C-08 QUALITY ASSURANCE/MATERIALS TESTING

The Owner shall be responsible for quality assurance testing as stated in these specifications; however, the Contractor shall be responsible for payment of any subsequent tests made necessary by previous unsatisfactory tests. In this event, the Owner's quality assurance representative shall conduct the additional testing and payment for such tests shall be directly deducted from the Contractor's payment. The Contractor shall pay for additional testing at the Owner's contract rate.

C-09 RECORD DOCUMENTS

The Contractor shall keep one record copy of all Specifications, Drawings, Addenda, Modifications, Shop Drawings and samples at the site, in good order, and annotated to show all changes made during the construction process. In addition, the Contractor shall note any differences between locations of underground

existing facilities shown in the plans and the actual location located during construction. These record documents shall be available to the Engineer for examination and shall be delivered to the Engineer upon completion of the work.

C-10 CONTRACTOR/SUBCONTRACTOR/SUPPLIER LEGAL DISPUTES

Any fees, expenses, charges, fines or other costs borne by the Owner as a result of legal disputes or lawsuits between the contractor and his subcontractors, or between the contractor and his suppliers, shall be deducted from monies due or which may thereafter become due the contractor.

C-11 GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements embraced in this contract by the Owner or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting there, which shall appear within a period of 12 months from the date of final acceptance of the work. The Contractor will be responsible for all costs associated with construction observation and oversight for the repair work. The Owner will give notice of defective materials and work with reasonable promptness. In the event repair work is required, the Contractor shall remedy any defects and pay for any damage to other work resulting there, which shall appear within a period of 12 months from the date of the acceptance of the repair work.

C-12 CONTRACTOR'S RELEASE AND AFFIDAVIT

At the project's completion, the Contractor shall execute the attached Release and Lien Waiver to release all claims against the Owner arising under and by virtue of his Contract. The date of the Release shall be that agreed to for the final acceptance of the project with the Owner.

C-13 SUBMITTALS

The Contractor shall prepare and submit information required by the individual Specification sections sufficiently in advance of the related work to allow an appropriate review time by the Engineer. The types of submittals are indicated in the individual Specification sections.

During the preconstruction conference, the Contractor shall review his submittal schedule and procedures, including notifying the Engineer whether electronic submittals or paper submittals will be provided for all submittal packages in the project. Mixing of package types will not be allowed. The Contractor shall provide one of the following submittal package types:

1. Submit electronic submittals via email as PDF electronic files directly to the Engineer's designated representative, or post these PDF electronic files directly to the Engineer's FTP site specifically established for this project. Electronic submittals shall be in Adobe Acrobat (*.PDF) format and shall be legible when printed.
2. Submit six (6) paper submittal copies via mail or other courier service to the Engineer's designated representative.

Submittals shall be neat, organized, and easy to interpret. Assemble complete submittal package into a single indexed electronic file or hard cover bound book, incorporating submittal requirements of an individual Specification section, the transmittal form with unique submittal numbering system, and electronic links or tabs enabling navigation to each item. Unless approved otherwise by the Engineer, all submittals for the individual Specification section shall be submitted at one time.

Submittals must come directly from the Prime Contractor; submittals from subcontractors or suppliers will not be reviewed.

Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review. Faxed submittals or submittals with extremely small or otherwise unreadable print will not be accepted. Submittals not required by the Contract Documents will be returned by the Engineer without action.

The Contractor shall be responsible for payment of any subsequent submittal reviews beyond the second iteration of a specific item as indicated by the construction submittal log. In this event, the Owner's representative shall conduct the submittal review and payment for the submittal review shall be directly deducted from the Contractor's payment. The Contractor shall pay for additional submittal reviews at the Owner's contract rate.

The Contractor shall retain complete copies of submittals on project site. Use only final submittals that are marked with approval notation from Engineer's submittal review stamp with comments form.

Resubmittals shall continue the unique, sequential, submittal numbering system. Resubmittals without unique numbering, example resubmittals transmitted as 005A or 005REV, are unacceptable and will be returned un-reviewed.

The Contractor will implement, in conjunction with the Engineer and LRNA Manager of Construction, project-specific procedures/policies for construction management services during construction to assist in obtaining completed Projects in accordance with the purpose and intent of the construction documents including, but not limited to the following:

1. Use web based Construction Management Software (EADOC) provided to the Contractor. Access to this system will be provided at no cost to the Contractor by LRNA.
2. Ensure that ALL Subcontractors, and any other project participants use the EADOC Construction Management Software provided by LRNA. Access to this system will be provided at no cost to each by LRNA.

C-14 STORMWATER POLLUTION PREVENTION PLAN

Coverage under the Texas Commission on Environmental Quality (TCEQ) General Permit is not required for construction projects disturbing less than 1 acre.

C-15 TEST BORINGS/SUBSURFACE INFORMATION

Soil characteristics provided in any soil reports, or as shown on boring logs, are representative only at the location of the sample taken, and neither the Owner, Engineer nor Engineer's consultants will be responsible for variations in the soil characteristics at other locations. Any subsurface information or geotechnical reports made available to Contractor was obtained and intended for the Owner's design and estimating purposes only. Such reports and drawings are not Contract Documents.

The Contractor may not rely upon or make any claim against Owner, Engineer, or Engineer's Consultants with respect to (1) the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by the Contractor and safety precautions and programs incident thereto, (2) other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings, or (3) any Contractor interpretation or other conclusion drawn from any data, interpretations, opinions, or information.

C-16 WAGE RATES

The Davis Bacon minimum wage rates for this project are applicable and included in Section M of this Contract:

END OF SPECIAL PROVISIONS

RELEASE OF LIEN

FROM: Contractor's Name: _____

Address: _____

TO: Owner's Name: _____

Address: _____

DATE OF CONTRACT: _____

Upon receipt of the final payment and in consideration of that amount, the undersigned does hereby release the Owner and its agents from any and all claims arising under or by virtue of this Contract or modification thereof occurring from the undersigned's performance in connection with the

_____ project.

Contractor's Signature: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My Commission Expires:

CONTRACTOR'S AFFIDAVIT

FROM: Contractor's Name: _____

Address: _____

TO: Owner's Name: _____

Address: _____

DATE OF CONTRACT: _____

I hereby certify that all claims for material, labor, and supplies entered into contingent and incident to the construction or used in the course of the performance of the work on the

project have been fully satisfied.

Contractor's Signature: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My Commission Expires:

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

Dated: _____

Surety Company: _____

By: _____

Resident Agent, State of Texas

SECTION L
ADDENDA

INSERT ADDENDA HERE

SECTION M
WAGE RATES

Article 5159a of the Revised Civil Statutes of Texas, passed by the 43rd Legislature Acts of 1933, Page 91, Chapter 45, provides that any government subdivision shall ascertain the general prevailing rate of per diem wages in the locality in which the work is to be performed for each craft or type of workman or mechanic and shall specify in the call for bids and in the Contract the prevailing rate of per diem wages which shall be paid for each craft type of workman. This Article further provides that the CONTRACTOR shall forfeit, as a penalty, to the City, County, or State, or other political subdivision, Ten Dollars (\$10.00) per day for each laborer, or workman, or mechanic who is not paid the stipulated wage for the type of work performed by him as set up on the wage scale. The OWNER is authorized to withhold from the CONTRACTOR, after full investigation by the awarding body, the amount of this penalty in any payment that might be claimed by the CONTRACTOR or Subcontractor. The Act makes the CONTRACTOR responsible for the acts of the Subcontractor in this respect.

The Article likewise requires that the CONTRACTOR and Subcontractor keep an accurate record of the names and occupations of all persons employed by him and show the actual per diem wages paid to each worker, and these records are open to the inspection of the OWNER.

The Davis Bacon minimum wage rates for this project are as follows:

LABOR CLASSIFICATION AND MINIMUM WAGE SCALE

General Decision Number: TX20200038 01/03/2020

Superseded General Decision Number: TX20190038

State: Texas

Construction Type: Highway

Counties: Austin, Brazoria, Chambers, Fort Bend, Galveston, Hardin, Harris, Jefferson, Liberty, Montgomery, Orange, San Jacinto and Waller Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015.

If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in

calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020

* SUTX2011-013 08/10/2011

Rates	Fringes

CEMENT MASON/CONCRETE FINISHER (Paving and Structures).....	\$ 12.98
ELECTRICIAN.....	\$ 27.11
FORM BUILDER/FORM SETTER Paving & Curb.....	\$ 12.34
Structures.....	\$ 12.23
LABORER Asphalt Raker.....	\$ 12.36
Flagger.....	\$ 10.33
Laborer, Common.....	\$ 11.02
Laborer, Utility.....	\$ 11.73
Pipelayer.....	\$ 12.12
Work Zone Barricade Servicer.....	\$ 11.67
PAINTER (Structures).....	\$ 18.62

POWER EQUIPMENT OPERATOR:

Asphalt Distributor.....	\$ 14.06
Asphalt Paving Machine.....	\$ 14.32
Broom or Sweeper.....	\$ 12.68
Concrete Pavement Finishing Machine.....	\$ 13.07
Concrete Paving, Curing, Float, Texturing Machine....	\$ 11.71
Concrete Saw.....	\$ 13.99
Crane, Hydraulic 80 Tons or less.....	\$ 13.86
Crane, Lattice boom 80 tons or less.....	\$ 14.97
Crane, Lattice boom over 80 Tons.....	\$ 15.80
Crawler Tractor.....	\$ 13.68
Excavator, 50,000 pounds or less.....	\$ 12.71
Excavator, Over 50,000 pounds.....	\$ 14.53
Foundation Drill, Crawler Mounted.....	\$ 17.43
Foundation Drill, Truck Mounted.....	\$ 15.89
Front End Loader 3 CY or Less.....	\$ 13.32
Front End Loader, Over 3 CY.	\$ 13.17
Loader/Backhoe.....	\$ 14.29
Mechanic.....	\$ 16.96
Milling Machine.....	\$ 13.53
Motor Grader, Fine Grade....	\$ 15.69
Motor Grader, Rough.....	\$ 14.23
Off Road Hauler.....	\$ 14.60
Pavement Marking Machine....	\$ 11.18
Piledriver.....	\$ 14.95
Roller, Asphalt.....	\$ 11.95
Roller, Other.....	\$ 11.57
Scraper.....	\$ 13.47
Spreader Box.....	\$ 13.58
 Servicer.....	 \$ 13.97
 Steel Worker Reinforcing Steel.....	 \$ 15.15

Structural Steel Welder.....\$ 12.85
 Structural Steel.....\$ 14.39 .

TRUCK DRIVER

Low Boy Float.....\$ 16.03
 Single Axle.....\$ 11.46
 Single or Tandem Axle Dump..\$ 11.48
 Tandem Axle Tractor w/Semi
 Trailer.....\$ 12.27

WELDERS - Receive rate prescribed for craft performing
 operation to which welding is incidental.

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 =====

Note: Executive Order (EO) 13706, Establishing Paid Sick
 Leave for Federal Contractors applies to all contracts
 subject to the Davis-Bacon Act for which the contract is
 awarded (and any solicitation was issued) on or after
 January 1, 2017. If this contract is covered by the EO,
 the contractor must provide employees with 1 hour of paid
 sick leave for every 30 hours they work, up to 56 hours of
 paid sick leave each year.

Employees must be permitted to use paid sick leave for
 their own illness, injury or other health-related needs,
 including preventive care; to assist a family member (or
 person who is like family to the employee) who is ill,
 injured, or has other health-related needs, including
 preventive care; or for reasons resulting from, or to
 assist a family member (or person who is like family to the
 employee) who is a victim of, domestic violence, sexual
 assault, or stalking. Additional information on contractor
 requirements and worker protections under the EO
 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included
 within the scope of the classifications listed may be added
 after award only as provided in the labor standards
 contract clauses(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and

non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination

- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the

administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

"

SECTION N
CHANGE ORDER FORM

Change Order

No. _____

Date of Issuance:

Project: Owner:

Contract:

Contractor:

Effective Date:

Owner's Contract No.:

Date of Contract:

Engineer's Project No.:

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE:

Original Contract Price:

Substantial completion (days or date):

\$ Ready for final payment (days or date):

[Increase] [Decrease] from previously approved Change

Orders No. _____ to No. _____:

[Increase] [Decrease] from previously approved Change Orders

No. _____ to No. _____:

Substantial completion (days):

\$ Ready for final payment (days):

Contract Price prior to this Change Order:

Substantial completion (days or date):

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date):

\$ Ready for final payment (days or date):

Contract Price incorporating this Change Order: Contract Times with all approved Change Orders:

Substantial completion (days or date):

\$ Ready for final payment (days or date):

CHANGE IN CONTRACT TIMES:

Original Contract Times:

☐ Working days ☐ Calendar days

Contract Times prior to this Change Order:

\$ Ready for final payment (days or date):

[Increase] [Decrease] of this Change Order:

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: _____
Engineer (Authorized Signature)

By: _____
Owner (Authorized Signature)

By: _____
Contractor (Authorized signature)

Date: _____

Date: _____

Date: _____

Approved by Funding Agency (if applicable):

Date: _____

SECTION 0
TECHNICAL SPECIFICATIONS

ITEM SS-101 SAFETY PLAN COMPLIANCE DOCUMENT (SPCD)DESCRIPTION

101-1.1 The Contractor shall thoroughly review the approved Construction Safety and Phasing Plan (CSPP) and shall comply with approved CSPP. The Contractor shall certify such compliance by completing the attached SPCD and submitting to the Engineer for approval.

Contractor Safety Plan Compliance Documents

Owner Name: Jefferson County

Airport: Jack Brooks Regional Airport

Project Description: Airfield Marking Rehabilitation

Contractor: XXXXXXXXXXXX

Each item listed below corresponds to a specific section of the approved CSPP. The Contractor shall certify that he/she will comply with each section of the approved CSPP. Each certified section with a "no" response must be fully explained in an attachment to the SPCD. The document shall be signed and dated by a principle or owner in the Contractor's company. All other requested information shall be completed by the Contractor and submitted to the Engineer for approval as part of the SPCD.

1. **Section 1 - Correspondence:** This project shall be completed in accordance with Section 1 "Coordination" of the approved Construction Safety Plan Compliance Document.

Owner:	
Contact:	Phone:
Engineer:	
Project Manager:	Phone:
Project Engineer:	Phone:
Construction Observer:	Phone:
Materials Testing:	Phone:
Contractor:	
Project Manager:	Phone:
Superintendent:	Phone:
Subcontractors:	Phone:
LIST ALL SUBS	

Yes _____ No _____

2. **Section 2 - Phasing:** This project shall be completed in accordance with Section 2 "Phasing" of the approved Construction Safety Plan Compliance Document.

Yes _____ No _____

3. **Section 3 - Areas of Operations Affected by Construction Activity:** This project shall be completed in accordance with Section 3 "Areas of Operations Affected by Construction Activity" of the approved Construction Safety Plan Compliance Document.

Yes _____ No _____

4. **Section 4 – Protection of Navigational Aids (NAVAIDS):** This project shall be completed in accordance with Section 4 "Protection of Navigational Aids (NAVAIDS)" of the approved Construction Safety Plan Compliance Document.

Yes _____ No _____

5. **Section 5 – Contractor Access:** This project shall be completed in accordance with Section 5 "Contractor Access" of the approved Construction Safety Plan Compliance Document.

Yes _____ No _____

6. **Section 6 – Wildlife Management:** This project shall be completed in accordance with Section 6 "Wildlife Management" of the approved Construction Safety Plan Compliance Document.

Yes _____ No _____

7. **Section 7 – Foreign Object Debris (FOD) Management:** This project shall be completed in accordance with Section 7 "Foreign Object Debris (FOD) Management" of the approved Construction Safety Plan Compliance Document.

Yes _____ No _____

8. **Section 8 – Hazardous Materials (HAZMAT) Management:** This project shall be completed in accordance with Section 8 "Hazardous Materials (HAZMAT) Management" of the approved Construction Safety Plan Compliance Document.

Yes _____ No _____

9. **Section 9 – Notification of Construction Activities:** This project shall be completed in accordance with Section 9 "Notification of Construction Activities" of the approved Construction Safety Plan Compliance Document.

Yes _____ No _____

10. **Section 10 – Inspection Requirements:** This project shall be completed in accordance with Section 10 "Inspection Requirements" of the approved Construction Safety Plan Compliance Document.

Yes _____ No _____

11. **Section 11 – Underground Utilities:** This project shall be completed in accordance with Section 11 "Underground Utilities" of the approved Construction Safety Plan Compliance Document.

Yes _____ No _____

12. **Section 12 – Penalties:** This project shall be completed in accordance with Section 12 "Penalties" of the approved Construction Safety Plan Compliance Document.

Yes _____ No _____

13. **Section 13 – Special Conditions:** This project shall be completed in accordance with Section 13 "Special Conditions" of the approved Construction Safety Plan Compliance Document.

Yes _____ No _____

14. **Section 14 – Runway and Taxiway Visual Aids:** This project shall be completed in accordance

with 14 "Runway and Taxiway Visual Aids" of the approved Construction Safety Plan Compliance Document.

Yes _____ No _____

15. **Section 15 – Marking and Signs for Access Routes:** This project shall be completed in accordance with Section 15 "Marking and Signs for Access Routes" of the approved Construction Safety Plan Compliance Document.

Yes _____ No _____

16. **Section 16 – Hazard Marking and Lighting:** This project shall be completed in accordance with Section 16 "Hazard Marking and Lighting" of the approved Construction Safety Plan Compliance Document.

Yes _____ No _____

17. **Section 17 – Work Zone Lighting for Nighttime Construction:** This project shall be completed in accordance with Section 17 "Work Zone Lighting for Nighttime Construction" of the approved Construction Safety Plan Compliance Document.

Yes _____ No _____

18. **Section 18 – Protection of Safety Areas, Object Free Areas, Object Free Zones, and Approach / Departure Surfaces:** This project shall be completed in accordance with Section 18 "Protection of Safety Areas, Object Free Areas, Object Free Zones, and Approach / Departure Surfaces" of the approved Construction Safety Plan Compliance Document.

Yes _____ No _____

19. **Section 19 – Other Limitations on Construction:** This project shall be completed in accordance with Section 19 "Other Limitations on Construction" of the approved Construction Safety Plan Compliance Document.

Yes _____ No _____

I certify that, for the project identified herein, the responses to the foregoing items are correct as marked, and that I shall comply with the approved Construction Safety and Plan.

Signed: _____
Contractor's Authorized Representative

Date: _____

Print Name and Title of Contractor's Representative

END OF ITEM SS-101

ITEM SS-110 STANDARD SPECIFICATIONS

GENERAL

110-1.1 The standard specifications of the Texas Department of Transportation (TxDOT) are bound in a book titled Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges. These specifications are referred to herein as "Standard Specifications." The latest edition shall apply. A copy of these "Standard Specifications" may be obtained from <https://www.txdot.gov/> at their customary charge.

INCORPORATION AND MODIFICATION

110-2.1 Certain parts of the Standard Specifications are appropriate for inclusion in these Technical Specifications. Such parts are incorporated herein by reference to the proper section or paragraph number. The individual specification numbers noted herein may be different from those in the latest edition of the "Standard Specifications." The most current specification number shall apply. Each such referenced part shall be considered to be a part of these Contract Documents as though copied herein in full.

110-2.2 Certain referenced parts of the Standard Specifications are modified in the Specifications that follow. In case of conflict between the Standard Specifications and the Specifications that follow, the Specifications that follow shall govern.

110-2.3 Individual material test numbers change from time to time. Use the latest applicable test.

110-2.4 Reference in the Standard Specifications to the "Department" is herein changed to the "Owner".

MEASUREMENT AND PAYMENT

All measurements and payments are defined within the specifications and modification pages. Any specifications that is referred to but not included in the specification/contract documents shall be considered subsidiary to the item in which it is contained.

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ITEM SS-120 CONSTRUCTION SAFETY AND SECURITY

DESCRIPTION

120-1.1 This item covers safety and security for construction of the proposed improvements.

The attention of the bidder is directed to the necessity for careful examination of the entire project site to determine, at the time of bid preparation, the full extent of work to be done under the item "Construction Safety and Security."

The item "Construction Safety and Security" shall include:

1. Lighted Barricades and Closed Taxiway and Runway Markings
2. Airport Security Requirements
3. Airport Safety Requirements

CONSTRUCTION METHODS

120-2.1 LIGHTED BARRICADES AND CLOSED TAXIWAY AND RUNWAY MARKINGS. The Contractor shall furnish, install, maintain, and remove closed taxiway and runway markings and lighted barricades in accordance with details on the plans and as directed by the Engineer. The closed runway markers shall be aviation yellow, nylon-reinforced vinyl. The markers shall be secured to the pavement/ground as shown on the plans and as directed by the Engineer. The lighted barricades shall be constructed and installed as shown on the plans. All lighted barricades and closed taxiway and runway markings shall be constructed in accordance with AC 150/5370-2G Operational Safety on Airports During Construction.

All work involved in the furnishing, installation, maintenance, and removal of lighted barricades, barrels and closed runway markings will not be measured for separate payment, but will be considered subsidiary to the bid item "Construction Safety and Security."

120-2.2 AIRPORT SECURITY REQUIREMENTS. The Contractor shall abide by the Airport Security requirements that are outlined in the Construction Safety and Phasing Plan (CSPP) of the plans. Any costs associated with the Airport Security requirements will not be measured for separate payment but will be considered subsidiary to the bid item "Construction Safety and Security."

120-2.3 AIRPORT SAFETY REQUIREMENTS. The Contractor shall abide by the Airport Safety requirements that are outlined in the Construction Safety and Phasing Plan (CSPP) of the plans. All costs associated with the Airport Safety requirements will not be measured for separate payment but will be considered subsidiary to the bid item "Construction Safety and Security."

MEASUREMENT AND PAYMENT

120-3.1 Site preparation will be measured as a lump sum complete item. Work completed and accepted under this item will be paid for at the contract lump sum price bid for "Construction Safety and Security", which price shall be full compensation for furnishing all labor, tools, equipment and incidentals necessary to complete the work.

Periodic payments will be made under this item in proportion to the amount of work accomplished, as determined by the Engineer.

Payment will be made under:

Item SS-120-3.1 Construction Safety and Security - per Lump Sum

END OF ITEM SS-120

12/21/2018

AC 150/5370-10H

ITEM C-105 MOBILIZATION

105-1 Description. This item of work shall consist of, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items.

105-2 Mobilization limit. Mobilization shall be limited to 3 percent of the total project cost.

105-3 Posted notices. Prior to commencement of construction activities, the Contractor must post the following documents in a prominent and accessible place where they may be easily viewed by all employees of the prime Contractor and by all employees of subcontractors engaged by the prime Contractor: Equal Employment Opportunity (EEO) Poster "Equal Employment Opportunity is the Law" in accordance with the Office of Federal Contract Compliance Programs Executive Order 11246, as amended; Davis Bacon Wage Poster (WH 1321) - DOL "Notice to All Employees" Poster; and Applicable Davis-Bacon Wage Rate Determination. These notices must remain posted until final acceptance of the work by the Owner.

105-4.1 Engineer/RPR field office. ~~The Contractor shall provide dedicated space for the use of the field RPR and inspectors, as a field office for the duration of the project. This space shall be located conveniently near the construction and shall be separate from any space used by the Contractor. The Contractor shall furnish water, sanitary facilities, heat, air conditioning, and electricity in accordance with local building codes. The building for the temporary field office shall be for the exclusive use by the Engineer as a field office and shall conform to the requirements listed below. The dimensions and other requirements specified herein are minimums and the building may be built by the Contractor for the specific purposes noted herein. It is not intended, however, to prohibit the use of commercially built trailers or prefabricated buildings which may deviate in minor dimension or detail from the requirements listed herein but may in some features exceed the listed requirements and in all major respects be entirely suitable for the purpose intended. The Engineer will determine the suitability of any building furnished. It shall be the responsibility of the Contractor to coordinate and obtain also necessary permits and install all required temporary facilities to provide a complete and usable temporary field office.~~

Minimum requirements for offices:

~~a. The building may be portable or other suitable type with 7-ft minimum ceiling height; must be floored, weatherproof and reasonably dustproof; must have at least two glazed sliding windows provided with window latches; must have at least one door provided with a substantial lock and all keys placed in the possession of the Engineer. Doors and windows shall be screened. The building need not be new but the facility furnished under this item shall be neat, clean, sound and usable for the purpose intended.~~

~~b. The building shall be provided with electric lights and power outlets arranged as directed by the Engineer. The building shall be provided with equipment in good working order. In cold weather the building shall be provided with adequate vented space heating facilities and fuel for heating. In hot weather the building shall be equipped with adequate air conditioning units. Heating and cooling and telephone utility service will be furnished at no cost to the Owner or Engineer.~~

~~c. The building for the field office shall provide not less than 240 sq. ft. of floor space. At least two tables each suitable for desk and drafting table work shall be provided with approximate dimensions of 30" x 48". These tables may be movable, attached to a wall, or built-in. Each table will be provided with at least two drawers (minimum dimensions: 8" deep x 12" wide by 24" long) or equivalent cabinet or shelf space for storing field books and records.~~

~~d. The building shall be provided with internet access with a minimum download speed of 24 megabits per second. This service shall be provided for the length of the contract or construction project, whichever is greater.~~

105-4.2 Contractor's access / haul routes. The Contractor shall layout, construct, maintain, and repair all access/haul roads needed to construct the work. The existing access roads shown on the plans shall be repaired, as determined necessary by the Engineer, at the close of the project. All such work, including all

12/21/2018

AC 150/5370-10H

materials and labor, involved in the layout, construction, maintenance, and repair of the Contractor's access/haul roads will not be measured for separate payment but will be considered subsidiary to the bid item "Mobilization." Temporary pipe culverts shall be installed and maintained as required and shall be of the size as directed by the Engineer. The type of pipe used for temporary pipe shall be at the option of the Contractor. Temporary pipe culverts will not be measured for separate payment, but will be considered subsidiary to the access/haul road. All temporary pipe culverts shall be removed by the Contractor and shall remain his property at the close of the project.

105-4.3 Contractor's Staging Area. The areas designated in the plans or by the Engineer as the Contractor's staging area shall be cleared and graded by the Contractor as needed for use by the Contractor in constructing the work on this project. All areas used or otherwise occupied by the Contractor for his operations shall be cleaned, regraded, and seeded, as directed by the Engineer, prior to the final acceptance of the project by the Airport. All work involved in the preparation and restoration of areas used or occupied by the Contractor, including clearing, grubbing, regrading, seeding, and installing and removing fence, will not be measured for separate payment but will be considered subsidiary to the bid item Mobilization."

105-4.4 Instrument Control. The Contractor will be furnished survey baselines and benchmarks to control the work as shown on the Plans. The Contractor shall be responsible for the additional instrument control necessary to layout and construct the work. The Contractor shall provide the instrument control as provided for in Section 50 of the General Provisions. The Contractor's instrument control of the work shall not be measured for separate payment, but will be considered subsidiary to the bid item "Mobilization".

105-4.5 Clean-Up. From time to time, the Contractor shall clean up the site in order that the site presents a neat appearance and that the progress of work will not be impeded. One such clean up shall immediately precede final inspection.

Immediately following acceptance of the work by the Owner, the Contractor shall remove all temporary equipment, surplus materials, and debris resulting from his operations, and leave the site in a condition fully acceptable to the Owner.

METHOD OF MEASUREMENT

105-5 Basis of measurement and payment. Based upon the contract lump sum price for "Mobilization" partial payments will be allowed as follows:

- a. With first pay request, 25%.
- b. When 25% or more of the original contract is earned, an additional 25%.
- c. When 50% or more of the original contract is earned, an additional 40%.
- d. After Final Inspection, Staging area clean-up and delivery of all Project Closeout materials as required by Section 90, paragraph 90-11, Contractor Final Project Documentation, the final 10%.

BASIS OF PAYMENT

105-6 Payment will be made under:

Item C-105-6.1 Mobilization (3% Max) – per Lump Sum

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Office of Federal Contract Compliance Programs (OFCCP)

Executive Order 11246, as amended

EEOC-P/E-1 – Equal Employment Opportunity is the Law Poster

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United States Department of Labor, Wage and Hour Division (WHD)

WH 1321 – Employee Rights under the Davis-Bacon Act Poster

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~~1. Wider cracks (over 1-1/2 inch wide), along with soft or sunken spots, indicate that the pavement or the pavement base should be repaired or replaced as stated below.~~

Cracks and joints may be filled with a mixture of emulsified asphalt and aggregate. The aggregate shall consist of limestone, volcanic ash, sand, or other material that will cure to form a hard substance. The combined gradation shall be as shown in the following table.

Gradation

Sieve Size	Percent Passing
No. 4 (4.75 mm)	100
No. 8 (2.36 mm)	90-100
No. 16 (1.18 mm)	65-90
No. 30 (600 µm)	40-60
No. 50 (300 µm)	25-42
No. 100 (150 µm)	15-30
No. 200 (75 µm)	10-20

Up to 3% cement can be added to accelerate the set time. The mixture shall not contain more than 20% natural sand without approval in writing from the RPR.

The proportions of asphalt emulsion and aggregate shall be determined in the field and may be varied to facilitate construction requirements. Normally, these proportions will be approximately one part asphalt emulsion to five parts aggregate by volume. The material shall be poured or placed into the joints or cracks and compacted to form a voidless mass. The joint or crack shall be filled to within +0 to -1/8 inches (+0 to -3 mm) of the surface. Any material spilled outside the width of the joint shall be removed from the pavement surface prior to constructing the overlay. Where concrete overlays are to be constructed, only the excess joint material on the pavement surface and vegetation in the joints need to be removed.]

~~a. Soil Sterilants. Soil sterilants shall contain Bromacil or Promotone and shall be approved by the Engineer. Application rates shall be in accordance with the manufacturer's recommendations.~~

~~b. Crack Preparation. A high temperature compressed air lance shall be used at all times to blast out any vegetation, dirt, dampness and loose materials from the cracks. Existing crack sealant which is deteriorated shall be removed as directed by the Engineer. The high velocity hot air shall be not less than 2,000 °F in temperature. The air lance shall operate in a no flame impingement condition and shall have a directional controlled velocity of 330-fps minimum and a combustion temperature at ignition of no less than 2,000 °F. After cleaning of crack, tack coat shall be applied prior to the application of emulsified asphalt and aggregate. Tack coat shall conform to Item P-603 of these specifications.~~

~~c. Filler Application. After cracks have been cleaned, received soil sterilant and tack coat, and have been approved by the Engineer, the cracks shall be filled with the emulsified asphalt and aggregate described within this specification. The mix shall be raked in the crack by hand in order to completely fill the entire crack. Once the crack is filled, excess asphalt mix shall be rounded up along the length of the crack, and pinched into the crack using a small asphalt roller. The application and compaction method shall be approved by the Engineer prior to beginning crack cleaning operations.~~

101-3.3 Removal of Foreign Substances/contaminates prior to remarking. Removal of foreign substances/contaminates from existing pavement that will affect the bond of the new treatment shall consist of removal of rubber, fuel spills, oil, crack sealer, at least 90% of paint, and other foreign substances from the surface of the pavement. Areas that require removal are designated on the plans and as directed by the RPR in the field during construction.

Chemicals, high-pressure water, *grinder*, heater scarifier (asphaltic concrete only), cold milling, or sandblasting may be used. If chemicals are used, they shall comply with the state's environmental protection regulations. Removal methods used shall not cause damage to the pavement, or to any structure or utility within or adjacent to the work area. Damage is defined as changing the properties of the pavement, removal of asphalt causing the aggregate to ravel, or removing pavement over 1/8 inch deep. If it is deemed by the RPR that damage to the existing pavement is caused by operational error, such as permitting the

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application method to dwell in one location for too long, the Contractor shall repair the damaged area without compensation and as directed by the RPR.

Removal of foreign substances shall not proceed until approved by the RPR. Water used for high-pressure water equipment shall be provided by the Contractor at the Contractor's expense. No material shall be deposited on the pavement shoulders. All wastes shall be disposed of in areas indicated in this specification or shown on the plans.

For areas to be repainted, the existing painted surface shall be cleaned by high-pressure water blasting or sand blasting, as required, to remove all foreign material that would reduce the bond between the new paint and the old paint.

101-3.4 Concrete spall or failed asphaltic concrete pavement repair.

a. Repair of concrete spalls in areas to be overlaid with asphalt. The Contractor shall repair all spalled concrete as shown on the plans or as directed by the RPR. The perimeter of the repair shall be saw cut a minimum of 2 inches outside the affected area and 2 inches deep. The deteriorated material shall be removed to a depth where the existing material is firm or cannot be easily removed with a geologist pick. The removed area shall be filled with asphalt mixture with aggregate sized appropriately for the depth of the patch. The material shall be compacted with equipment approved by the RPR until the material is dense and no movement or marks are visible. The material shall not be placed in lifts over 4 inches in depth. This method of repair applies only to pavement to be overlaid.

b. Asphalt pavement repair. The Contractor shall repair all spalled concrete as shown on the plans or as directed by the RPR. The failed areas shall be removed as specified in paragraph 101-3.1b. All failed material including surface, base course, subbase course, and subgrade shall be removed. Materials and methods of construction shall comply with the applicable sections of these specifications.

101-3.5 Cold milling. Milling shall be performed with a power-operated milling machine or grinder, capable of producing a uniform finished surface. The milling machine or grinder shall operate without tearing or gouging the underlying surface. The milling machine or grinder shall be equipped with grade and slope controls, and a positive means of dust control. All millings shall be removed and disposed of ~~off Airport property~~ ~~in areas designated on the plans~~. If the Contractor mills or grinds deeper or wider than the plans specify, the Contractor shall replace the material removed with new material at the Contractor's Expense.

a. Patching. The milling machine shall be capable of cutting a vertical edge without chipping or spalling the edges of the remaining pavement and it shall have a positive method of controlling the depth of cut. The RPR Contractor shall layout the area to be milled with a straightedge in increments of 1 foot widths. ~~The Contractor's layout shall be approved by the RPR prior to beginning milling operations.~~ The area to be milled shall cover only the failed area. Any excessive area that is milled because the Contractor doesn't have the appropriate milling machine, or areas that are damaged because of his negligence, shall be repaired by the Contractor at the Contractor's Expense.

b. Profiling, grade correction, or surface correction. The milling machine shall have a minimum width of ~~7~~ feet and it shall be equipped with electronic grade control devices that will cut the surface to the grade specified. The tolerances shall be maintained within +0 inch and -1/4 inch of the specified grade. The machine must cut vertical edges and have a positive method of dust control. The machine must have the ability to ~~windrow the millings or cuttings~~ ~~remove the millings or cuttings from the pavement and load them into a truck~~. All millings shall be removed and disposed of ~~off the airport~~ ~~in areas designated on the plans~~.

c. Clean-up. The Contractor shall sweep the milled surface daily and immediately after the milling until all residual materials are removed from the pavement surface. Prior to paving, the Contractor shall wet down the milled pavement and thoroughly sweep and/or blow the surface to remove loose residual material. Waste materials shall be collected and removed from the pavement surface and adjacent areas by sweeping or vacuuming. Waste materials shall be removed and disposed of ~~off Airport property~~ ~~in areas designated on the plans~~.

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401-3.6. Preparation of asphalt pavement surfaces prior to surface treatment. Existing asphalt pavements to be treated with a surface treatment shall be prepared as follows:

a. Patch asphalt pavement surfaces that have been softened by petroleum derivatives or have failed due to any other cause. Remove damaged pavement to the full depth of the damage and replace with new asphalt pavement similar to that of the existing pavement in accordance with paragraph 401-3.4b.

b. Repair joints and cracks in accordance with paragraph 401-3.2.

c. Remove oil or grease that has not penetrated the asphalt pavement by scrubbing with a detergent and washing thoroughly with clean water. After cleaning, treat these areas with an oil spot primer. []

d. Clean pavement surface immediately prior to placing the surface treatment so that it is free of dust, dirt, grease, vegetation, oil or any type of objectionable surface film.

401-3.7 Maintenance. The Contractor shall perform all maintenance work necessary to keep the pavement in a satisfactory condition until the full section is complete and accepted by the RPR. The surface shall be kept clean and free from foreign material. The pavement shall be properly drained at all times. If cleaning is necessary or if the pavement becomes disturbed, any work repairs necessary shall be performed at the Contractor's expense.

401-3.8 Preparation of Joints in Rigid Pavement prior to resealing. Prior to application of sealant material, clean and dry the joints of all scale, dirt, dust, old sealant, curing compound, moisture and other foreign matter. The Contractor shall demonstrate, in the presence of the RPR, that the method used cleans the joint and does not damage the joint.

401-3.8.1 Removal of Existing Joint Sealant. All existing joint sealants will be removed by plowing or use of hand tools. Any remaining sealant and or debris will be removed by use of wire brushes or other tools as necessary. Resaw joints removing no more than 1/16 inch from each joint face. Immediately after sawing, flush out joint with water and other tools as necessary to completely remove the slurry.

401-3.8.2 Cleaning prior to sealing. Immediately before sealing, joints shall be cleaned by removing any remaining laitance and other foreign material. Allow sufficient time to dry out joints prior to sealing. Joint surfaces will be surface-dry prior to installation of sealant.

401-3.8.3 Joint sealant. Joint material and installation will be in accordance with [Item P-605] [Item P-604].

401-3.9 Preparation of Cracks in Flexible Pavement prior to sealing. Prior to application of sealant material, clean and dry the joints of all scale, dirt, dust, old sealant, curing compound, moisture and other foreign matter. The Contractor shall demonstrate, in the presence of the RPR, the method used cleans the cracks and does not damage the pavement.

401-3.9.1 Preparation of Crack. Widen crack with [router] [random crack saw] by removing a minimum of 1/16 inch from each side of crack. Immediately before sealing, cracks will be blown out with a hot air lance combined with oil and water-free compressed air.

401-3.9.2 Removal of Existing Crack Sealant. Existing sealants will be removed by [routing] [random crack saw]. Following [routing] [sawing] any remaining debris will be removed by use of a hot lance combined with oil and water-free compressed air.

401-3.9.3 Crack Sealant. Crack sealant material and installation will be in accordance with [Item P-605].

401-3.9.4 Removal of Pipe and other Buried Structures.

a. **Removal of Existing Pipe Material.** [Remove the types of pipe as indicated on the plans. The pipe material shall be legally disposed of off-site in a timely manner following removal. Trenches shall be backfilled with material equal to or better in quality than adjacent embankment. Trenches under paved areas must be compacted to [95%] of ASTM [D1557] [D698] [Not used.]]

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b. Removal of Inlets/Manholes. ~~[Where indicated on the plans or as directed by the RPR, inlets and/or manholes shall be removed and legally disposed of off-site in a timely fashion after removal. Excavations after removal shall be backfilled with material equal or better in quality than adjacent embankment. When under paved areas must be compacted to [95%] of ASTM [D1557] [D698], when outside of paved areas must be compacted to [95%] of ASTM D698. [Not used.]]~~

c. Removal of []:

METHOD OF MEASUREMENT

101-4.1 Pavement removal. The unit of measurement for pavement removal shall be the number of square yards removed by the Contractor. Any pavement removed outside the limits of removal because the pavement was damaged by negligence on the part of the Contractor shall not be included in the measurement for payment. No direct measurement or payment shall be made for saw cutting. Saw cutting shall be incidental to pavement removal. Dowel bar installation shall be incidental to pavement removal.

101-4.2 Joint and crack repair. The unit of measurement for joint and crack repair shall be the linear feet of joint.

101-4.3 Removal of Foreign Substances/contaminates (Pavement Markings Removal). The unit of measurement for foreign Substances/contaminates removal shall be the square foot for all pavement marking material types.

101-4.4 Spalled and failed asphalt pavement repair. The unit of measure for failed asphalt pavement repair shall be square foot.

101-4.5 Concrete Spall Repair. The unit of measure for concrete spall repair shall be the number of square feet. The location and average depth of the patch shall be determined and agreed upon by the RPR and the Contractor.

101-4.6 Cold milling. The unit of measure for cold milling shall be [] inches of milling per square yard. The location and average depth of the cold milling shall be as shown on the plans. If the initial cut does not correct the condition, the Contractor shall re-mill the area and will be paid for the total depth of milling.]

101-4.7 Removal of Pipe and other Buried Structures. Not required.

BASIS OF PAYMENT

101-5.1 Payment. Payment shall be made at contract unit price for the unit of measurement as specified above. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

Item P 101-5.1 Pavement Markings Removal – per square foot

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

AC 150/5380-6 Guidelines and Procedures for Maintenance of Airport Pavements.

ASTM International (ASTM)

ASTM D6690 Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements

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ITEM P-620 RUNWAY AND TAXIWAY MARKING

DESCRIPTION

620-1.1 This item shall consist of the preparation and painting of numbers, markings, and stripes on the surface of runways, taxiways, and aprons, in accordance with these specifications and at the locations shown on the plans, or as directed by the Resident Project Representative (RPR). The terms "paint" and "marking material" as well as "painting" and "application of markings" are interchangeable throughout this specification.

MATERIALS

620-2.1 Materials acceptance. The Contractor shall furnish manufacturer's certified test reports, for materials shipped to the project. The certified test reports shall include a statement that the materials meet the specification requirements. This certification along with a copy of the paint manufacturer's surface preparation; marking materials, including adhesion, flow promoting and/or floatation additive; and application requirements must be submitted and approved by the Resident Project Representative (RPR) prior to the initial application of markings. The reports can be used for material acceptance or the RPR may perform verification testing. The reports shall not be interpreted as a basis for payment. The Contractor shall notify the RPR upon arrival of a shipment of materials to the site. All material shall arrive in sealed containers that are easily quantifiable for inspection by the RPR.

620-2.2 Marking materials.

Table 1. Marking Materials

Paint ¹				Glass Beads ²	
Type	Color	Fed Std. 595 Number	Application Rate Maximum	Type	Application Rate Minimum
Waterborne Type II	White	37925	115 ft ² /gal	Type I-A	10 lb/gal
Waterborne Type II	Yellow	33538 or 33655	115 ft ² /gal	Type I-A	10 lb/gal
Waterborne Type II	Red	31136	115 ft ² /gal	Type I-A	10 lb/gal
Waterborne Type II	Black	37038	115 ft ² /gal	N/A	N/A

¹ See paragraph 620-2.2a

² See paragraph 620-2.2b

a. Paint. Paint shall be waterborne and preformed thermoplastic (*where specified in the construction drawings*) in accordance with the requirements of this paragraph. Paint colors shall comply with Federal Standard No. 595.

Waterborne. Paint shall meet the requirements of Federal Specification TT-P-1952F, Type II. The non-volatile portion of the vehicle for all paint types shall be composed of a 100% acrylic polymer as determined by infrared spectral analysis.

Preformed Thermoplastic Airport Pavement Markings. Markings must be composed of ester-modified resins in conjunction with aggregates, pigments, and binders that have been factory produced as a finished product. The material must be impervious to degradation by aviation fuels, motor fuels, and lubricants.

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(1) The markings must be able to be applied in temperatures as low as 35°F without any special storage, preheating, or treatment of the material before application.

(a) The markings must be supplied with an integral, non-reflectorized black border.

(2) Graded glass beads.

(a) The material must contain a minimum of 30% intermixed graded glass beads by weight. The intermixed beads shall conform to Federal Specification TT-B-1325D, Type I, gradation A and Federal Specification TT-B-1325D, Type IV.

(b) The material must have factory applied coated surface beads in addition to the intermixed beads at a rate of one (1) lb ($\pm 10\%$) per 10 square feet. These factory applied coated surface beads shall have a minimum of 90% true spheres, minimum refractive index of 1.50, and meet the following gradation.

Preformed Thermoplastic Bead Gradation

Size Gradation		Retained, %	Passing, %
U.S. Mesh	μm		
12	1700	0—2	98—100
14	1400	0—3.5	96.5—100
16	1180	2—25	75—98
18	1000	28—63	37—72
20	850	63—72	28—37
30	600	67—77	23—33
50	300	89—95	5—11
80	200	97—100	0—3

(3) Heating indicators. The material manufacturer shall provide a method to indicate that the material has achieved satisfactory adhesion and proper bead embedment during application and that the installation procedures have been followed.

(4) Pigments. Percent by weight.

(a) White:

Titanium Dioxide, ASTM D476, type II shall be 10% minimum.

(b) Yellow and Colors:

Titanium Dioxide, ASTM D476, type II shall be 1% minimum.

Organic yellow, other colors, and tinting as required to meet color standard.

(5) Prohibited materials. The manufacturer shall certify that the product does not contain mercury, lead, hexavalent chromium, halogenated solvents, nor any carcinogen as defined in 29 CFR 1910.1200 in amounts exceeding permissible limits as specified in relevant federal regulations.

(6) Daylight directional reflectance.

(a) White: The daylight directional reflectance of the white paint shall not be less than 75% (relative to magnesium oxide), when tested in accordance with ASTM E2302.

(b) Yellow: The daylight directional reflectance of the yellow paint shall not be less than 45% (relative to magnesium oxide), when tested in accordance with ASTM E2302. The x and y values shall be consistent with the federal Hgman yellow color standard chart for traffic yellow standard 33538, or shall be consistent with the tolerance listed below:

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~~x .462~~	~~x .470~~	~~x .479~~	~~x .501~~
~~y .438~~	~~y .455~~	~~y .428~~	~~y .452~~

~~(7) Skid resistance. The surface, with properly applied and embedded surface beads, must provide a minimum resistance value of 45 BPN when tested according to ASTM E303.~~

~~(8) Thickness. The material must be supplied at a nominal thickness of 65 mil.~~

~~(9) Environmental resistance. The material must be resistant to deterioration due to exposure to sunlight, water, salt, or adverse weather conditions and impervious to aviation fuels, gasoline, and oil.~~

~~(10) Retroreflectivity. The material, when applied in accordance with manufacturer's guidelines, must demonstrate a uniform level of nighttime retroreflection when tested in accordance to ASTM E1710.~~

~~(11) Packaging. Packaging shall protect the material from environmental conditions until installation.~~

~~(12) Preformed thermoplastic airport pavement marking requirements.~~

~~(a) The markings must be a resilient thermoplastic product with uniformly distributed glass beads throughout the entire cross-sectional area. The markings must be resistant to the detrimental effects of aviation fuels, motor fuels and lubricants, hydraulic fluids, deicers, anti-icers, protective coatings, etc. Lines, legends, and symbols must be capable of being affixed to asphalt and/or Portland cement concrete pavements by the use of a large radiant heater. Colors shall be available as required.~~

~~(b) The markings must be capable of conforming to pavement contours, breaks, and faults through the action of airport traffic at normal pavement temperatures. The markings must be capable of fully conforming to grooved pavements, including pavement grooving per advisory circular (AC) 150/5320-12, current version. The markings shall have resealing characteristics, such that it is capable of fusing with itself and previously applied thermoplastics when heated with a heat source per manufacturer's recommendation.~~

~~(c) Multicolored markings must consist of interconnected individual pieces of preformed thermoplastic pavement marking material, which through a variety of colors and patterns, make up the desired design. The individual pieces in each large marking segment (typically more than 20 feet long) must be factory assembled with a compatible material and interconnected so that in the field it is not necessary to assemble the individual pieces within a marking segment. Obtaining multicolored effect by overlaying materials of different colors is not acceptable due to resulting inconsistent marking thickness and inconsistent application temperature in the marking/substrate interface.~~

~~(d) The marking material must set up rapidly, permitting the access route to be re-opened to traffic after application.~~

~~(e) The marking material shall have an integral color throughout the thickness of the marking material.~~

b. Reflective media. Glass beads for white, yellow *and red* paint shall meet the requirements for Federal Specification TT-B-1325D Type I, Gradation A.

Glass beads shall be treated with all compatible coupling agents recommended by the manufacturers of the paint and reflective media to ensure adhesion and embedment.

Glass beads shall not be used in black and green paint.

Type III glass beads shall not be used in red and pink paint.

CONSTRUCTION METHODS

620-3.1 Weather limitations. Painting shall only be performed when the surface is dry, and the ambient temperature and the pavement surface temperature meet the manufacturer's recommendations in accordance with paragraph 620-2.1. Painting operations shall be discontinued when the ambient or surface

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temperatures does not meet the manufacturer's recommendations. Markings shall not be applied when the wind speed exceeds 10 mph unless windscreens are used to shroud the material guns. Markings shall not be applied when weather conditions are forecasts to not be within the manufacturers' recommendations for application and dry time.

620-3.2 Equipment. Equipment shall include the apparatus necessary to properly clean the existing surface, a mechanical marking machine, a bead dispensing machine, and such auxiliary hand-painting equipment as may be necessary to satisfactorily complete the job.

The mechanical marker shall be an atomizing spray-type or airless type marking machine with automatic glass bead dispensers suitable for application of traffic paint. It shall produce an even and uniform film thickness and appearance of both paint and glass beads at the required coverage and shall apply markings of uniform cross-sections and clear-cut edges without running or spattering and without over spray. The marking equipment for both paint and beads shall be calibrated daily.

620-3.3 Preparation of surfaces. Immediately before application of the paint, the surface shall be dry and free from dirt, grease, oil, laitance, or other contaminants that would reduce the bond between the paint and the pavement. Use of any chemicals or impact abrasives during surface preparation shall be approved in advance by the RPR. After the cleaning operations, sweeping, blowing, or rinsing with pressurized water shall be performed to ensure the surface is clean and free of grit or other debris left from the cleaning process.

a. Preparation of new pavement surfaces. The area to be painted shall be cleaned by broom, blower, water blasting, or by other methods approved by the RPR to remove all contaminants, including PCC curing compounds, minimizing damage to the pavement surface.

b. Preparation of pavement to remove existing markings. Existing pavement markings shall be removed by rotary grinding, water blasting, or by other methods approved by the RPR minimizing damage to the pavement surface. The removal area may need to be larger than the area of the markings to eliminate ghost markings. After removal of markings on asphalt pavements, apply a fog seal or seal coat to 'block out' the removal area to eliminate 'ghost' markings.

c. Preparation of pavement markings prior to remarking. Prior to remarking existing markings, loose existing markings must be removed minimizing damage to the pavement surface, with a method approved by the RPR. After removal, the surface shall be cleaned of all residue or debris.

Prior to the application of markings, the Contractor shall certify in writing that the surface is dry and free from dirt, grease, oil, laitance, or other foreign material that would prevent the bond of the paint to the pavement or existing markings. This certification along with a copy of the paint manufacturers application and surface preparation requirements must be submitted to the RPR prior to the initial application of markings.

620-3.4 Layout of markings. The proposed markings shall be laid out in advance of the paint application. The locations of markings to receive glass beads shall be shown on the plans.

620-3.5 Application. ~~A period of 30 days shall elapse between placement of surface course or seal coat and application of the permanent paint markings.~~ Paint shall be applied at the locations and to the dimensions and spacing shown on the plans. Paint shall not be applied until the layout and condition of the surface has been approved by the RPR.

The edges of the markings shall not vary from a straight line more than 1/2 inch in 50 feet, and marking dimensions and spacing shall be within the following tolerances:

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Marking Dimensions and Spacing Tolerance

Dimension and Spacing	Tolerance
36 inch or less	±1/2 inch
greater than 36 inch to 6 feet	±1 inch
greater than 6 feet to 60 feet	±2 inch
greater than 60 feet	±3 inch

The paint shall be mixed in accordance with the manufacturer's instructions and applied to the pavement with a marking machine at the rate shown in Table 1. The addition of thinner will not be permitted.

Glass beads shall be distributed upon the marked areas at the locations shown on the plans to receive glass beads immediately after application of the paint. A dispenser shall be furnished that is properly designed for attachment to the marking machine and suitable for dispensing glass beads. Glass beads shall be applied at the rate shown in Table 1. Glass beads shall not be applied to black paint or green paint. Glass beads shall adhere to the cured paint or all marking operations shall cease until corrections are made. Different bead types shall not be mixed. Regular monitoring of glass bead embedment and distribution should be performed.

620-3.6 Application—preformed thermoplastic airport pavement markings.

~~To ensure minimum single pass application time and optimum bond in the marking/substrate interface, the materials must be applied using a variable speed self-propelled mobile heater with an effective heating width of no less than 16 feet and a free span between supporting wheels of no less than 18 feet. The heater must emit thermal radiation to the marking material in such a manner that the difference in temperature of 2 inches wide linear segments in the direction of heater travel must be within 5% of the overall average temperature of the heated thermoplastic material as it exits the heater. The material must be able to be applied at ambient and pavement temperatures down to 35°F without any preheating of the pavement to a specific temperature. The material must be able to be applied without the use of a thermometer. The pavement shall be clean, dry, and free of debris. A non-volatile organic content (non-VOC) sealer with a maximum applied viscosity of 250 centiPoise must be applied to the pavement shortly before the markings are applied. The supplier must enclose application instructions with each box/package.~~

620-3.7 Control strip. Prior to the full application of airfield markings, the Contractor shall prepare a control strip in the presence of the RPR. The Contractor shall demonstrate the surface preparation method and all striping equipment to be used on the project. The marking equipment must achieve the prescribed application rate of paint and population of glass beads (per Table 1) that are properly embedded and evenly distributed across the full width of the marking. Prior to acceptance of the control strip, markings must be evaluated during darkness to ensure a uniform appearance.

620-3.8 Retro-reflectance. Reflectance shall be measured with a portable retro-reflectometer meeting ASTM E1710 (or equivalent). A total of 6 readings shall be taken over a 6 square foot area with 3 readings taken from each direction. The average shall be equal to or above the minimum levels of all readings which are within 30% of each other. *The contractor shall be responsible for this test.*

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Minimum Retro-Reflectance Values

Material	Retro-reflectance mcd/m ² /lux		
	White	Yellow	Red
Initial Type I	300	175	35
Initial Type III	600	300	35
Initial Thermoplastic	225	100	35
All materials, remark when less than ¹	100	75	10

¹Prior to remarking determine if removal of contaminants on markings will restore retro-reflectance

620-3.9 Protection and cleanup. After application of the markings, all markings shall be protected from damage until dry. All surfaces shall be protected from excess moisture and/or rain and from disfiguration by spatter, splashes, spillage, or drippings. The Contractor shall remove from the work area all debris, waste, loose reflective media, and by-products generated by the surface preparation and application operations to the satisfaction of the RPR. The Contractor shall dispose of these wastes in strict compliance with all applicable state, local, and federal environmental statutes and regulations.

METHOD OF MEASUREMENT

620-4.1a ~~The quantity of surface preparation shall be measured by the number of square feet of surface preparation.~~

620-4.1b The quantity of markings shall be paid for shall be measured by the number of square feet of painting.

620-4.1c ~~The quantity of reflective media shall be paid for by [the number of pounds] [lump sum] of reflective media.~~

620-4.1d ~~[The quantity of temporary markings to be paid for shall be [the number of square feet of painting] [lump sum price] performed in accordance with the specifications and accepted by the RPR. Temporary marking includes surface preparation, application and complete removal of the temporary marking.] [Temporary markings not required.]~~

620-4.1e ~~The quantity of preformed markings to be paid for shall be the number of square feet of preformed markings.~~

BASIS OF PAYMENT

620-5.1 This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item complete in place and accepted by the RPR in accordance with these specifications.

620-5.1a ~~Payment for surface preparation shall be made at the contract price for the number of square feet of surface preparation.~~

620-5.2b Payment for markings shall be made at the contract price for the number of square feet of painting.

620-5.3c ~~Payment for reflective media shall be made at the contract unit price for [the number of pounds of reflective media] [lump sum].~~

12/21/2018**AC 150/5370-10H**

~~620-5.4d~~ Payment for temporary markings shall be made at the contract price for ~~the number of square feet of painting~~ ~~lump sum price~~. This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item. ~~Temporary markings are not required.~~

~~620-5.5e~~ Payment for preformed markings shall be made at the contract price for the number of square feet of preformed markings.

Payment will be made under:

Item P-620-5.1a	Pavement Markings (White) with Reflective Media - per square foot
Item P-620-5.1b	Pavement Markings (Yellow) with Reflective Media – per square foot
Item P-620-5.1c	Pavement Markings (Red) with Reflective Media - per square foot
Item P-620-5.1d	Pavement Markings (Black) without Reflective Media - per square foot

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM D476	Standard Classification for Dry Pigmentary Titanium Dioxide Products
ASTM D968	Standard Test Methods for Abrasion Resistance of Organic Coatings by Falling Abrasive
ASTM D1652	Standard Test Method for Epoxy Content of Epoxy Resins
ASTM D2074	Standard Test Method for Total, Primary, Secondary, and Tertiary Amine Values of Fatty Amines by Alternative Indicator Method
ASTM D2240	Standard Test Method for Rubber Property - Durometer Hardness
ASTM D7585	Standard Practice for Evaluating Retroreflective Pavement Markings Using Portable Hand-Operated Instruments
ASTM E303	Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester
ASTM E1710	Standard Test Method for Measurement of Retroreflective Pavement Marking Materials with CEN-Prescribed Geometry Using a Portable Retroreflectometer
ASTM E2302	Standard Test Method for Measurement of the Luminance Coefficient Under Diffuse Illumination of Pavement Marking Materials Using a Portable Reflectometer
ASTM G154	Standard Practice for Operating Fluorescent Ultraviolet (UV) Lamp Apparatus for Exposure of Nonmetallic Materials

Code of Federal Regulations (CFR)

40	CFR	Part 60,	Appendix A-7,	Method 24
Determination of volatile matter content, water content, density, volume solids, and weight solids of surface coatings				

29 CFR Part 1910.1200 Hazard Communication

12/21/2018**AC 150/5370-10H**

Federal Specifications (FED SPEC)

FED SPEC TT-B-1325DBeads (Glass Spheres) Retro-Reflective

FED SPEC TT-P-1952F Paint, Traffic and Airfield Marking, Waterborne

FED STD 595 Colors used in Government Procurement

Commercial Item Description

A-A-2886B Paint, Traffic, Solvent Based

Advisory Circulars (AC)

AC 150/5340-1 Standards for Airport Markings

AC 150/5320-12 Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces

END OF ITEM P-620



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah Clark, Purchasing Agent

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

AMENDMENT V TO CONTRACT

September 1, 2021

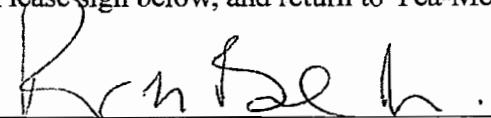
Southeast Texas Building Service, Inc.
 3304 Spurlock
 Nederland TX 77627
 Attention: Mr. Robert Bodin, Jr.

Dear Mr. Bodin:

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

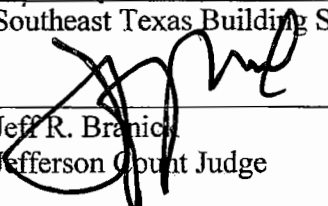
Amendment V (five) will add additional Janitorial Service for Road and Bridge, Precinct 1 Service Center for \$325.00 per month. Service will be one time per week (Thursdays), between 9 am and 3 pm.

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



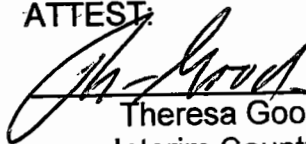
Southeast Texas Building Service, Inc.

9/7/21
 Date


 Jeff R. Brannon
 Jefferson County Judge

9/7/2021
 Date

ATTEST:


 Theresa Goodness
 Interim County Clerk





August 30, 2021

Jefferson County Correctional Facility
ATTN: Tonja Voorhies
tvoorhies@co.jefferson.tx.us

Dear Ms. Voorhies:

RE: Notification of Termination for Gas Transportation Agreement #18641

Texas Gas Service hereby provides notice of termination of Gas Transportation Agreement GT 18641 between Texas Gas Service and Jefferson County Correctional Facility effective October 31, 2021.

New Standard Transportation agreement is attached to be effective November 1, 2021.

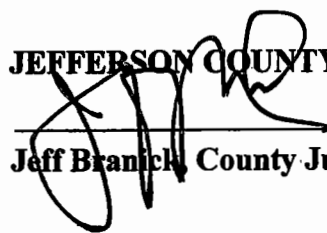
Should you have any questions, please do not hesitate to contact me at (512) 370-8387.

Sincerely,

RoseMary Leath

RoseMary Leath
Contract Analyst

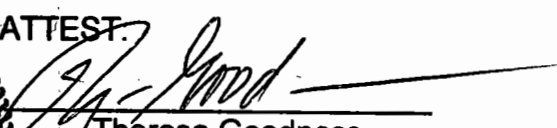
JEFFERSON COUNTY, TEXAS


Jeff Branick, County Judge

1301 S. Mopac Expressway
Suite 400
Austin, TX 78746
www.texasgasservice.com



ATTEST.


Theresa Goodness
Interim County Clerk

Texas Gas Service, a Division of ONE Gas, Inc.
1301 South MoPac Expressway, Suite 400
Austin, Texas 78746
www.texasgasservice.com

FOR TEXAS GAS SERVICE USE ONLY
FORM NUMBER:
AGGREGATION AREA:



Transportation Form

Submission Date: 11/01/2021

Customer Information Section			
Legal Entity Name: JEFFERSON COUNTY CORRECTIONAL FACILITY			(Customer)
Doing Business As: <u>Jefferson County</u>			
Tax ID Number:		Tax Exemption Status: *attach Tax Exempt Certificate Exempt* ☒ Nonexempt ☐	
Notice Address: 1001 PEARL STREET		BEAUMONT	TEXAS 77701
		City	State Zip Code
Primary Contact: TONJA VOORHIES		(409) 835-8662	tvoorhies@co.jefferson.tx.us
		Name	Phone Number Email
Emergency Contact: <u>John Shaubenger</u>		<u>409 613-2056</u>	<u>409 835-8134 jshaubenger@co.jefferson.tx.us</u>
		(Name)	(Evening Phone Number) (Day Phone Number) Email

This form shall service as written notice that Customer has selected Transportation Service through Texas Gas Service, a Division of ONE Gas, Inc. (Company), in accordance with all applicable tariffs. Transportation Service will begin on the 1st day of the month following 30 days written notice and will remain in effect until notified by the Customer. Should customer elect to terminate service, 30 days advance written notice is required.

Customer authorizes CONSTELLATION NEWENERGY (Qualified Supplier), to:

- Forward to Texas Gas Service Company our monthly nomination and any nomination revisions.
- Receive information concerning our accounts.
- Receive duplicate monthly billing statement upon request.
- Coordinate the aggregation of my natural gas usage with that of other Texas Gas Service customers also served by same Qualified Supplier for balancing purposes.

This form is effective for the following Points of Delivery: (please list customer account numbers, Example XXXXXXXXXX XXXXXXXX)
910132372 1221865

If you need additional space to list Customer Account Numbers, please use and execute page two of this form.

By signing this form, I warrant that I am duly authorized and have the legal capacity to execute and deliver this form:

Printed Name: Jeff Branick

Title: County Judge

Signature: [Signature]

Date: 09/07/2024

V1 - 062316

ATTEST:

[Signature]
Theresa Goodness
Interim County Clerk





JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah Clark, Purchasing Agent

1149 Pearl Street, Beaumont, TX 77701

Phone: 409-835-8593 Fax: 409-835-8456

MEMORANDUM

To: Commissioners' Court

From: Deborah Clark
Purchasing Agent

A handwritten signature in black ink, appearing to be "dc" with a flourish underneath.

Date: September 1, 2021

Re: Disposal of Salvage Property

Consider and possibly approve disposition of salvage property as authorized by Local Government Code §263.152 (3), for broken or obsolete items.

Thank you.

JEFFERSON COUNTY, TEXAS
1149 PEARL STREET
BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY

September 7, 2021

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
CONSTABLE PCT. 8	OFFICE CHAIR		22054
<i>contact person: Jane Briscoe</i>			
MOSQUITO CONTROL	OFFICE CHAIR/BROWN		17264
<i>contact person: Denise Wheeler</i>			
TAX OFFICE - BEAUMONT	CANON CALCULATOR		6872
TAX OFFICE - BEAUMONT	4-DRAWER FILING CABINET		
TAX OFFICE - BEAUMONT	WOODEN TABLE CENTER CABINET		
TAX OFFICE - BEAUMONT	WOODEN CABINET 2-DOOR		
TAX OFFICE - BEAUMONT	WOODEN CABINET 3-DOOR		
TAX OFFICE - BEAUMONT	CHANGE MACHINES (2)		118
TAX OFFICE - BEAUMONT	CANON MICROFICHE READER		6975
TAX OFFICE - BEAUMONT	CANON COPY MACHINE		
TAX OFFICE - BEAUMONT	WOODEN DESK		
TAX OFFICE - BEAUMONT	METAL DRAWER		
<i>contact person: Cheryl Ellis</i>			
TAX OFFICE - PORT ARTHUR	BULLETIN BOARD		
TAX OFFICE - PORT ARTHUR	BULLETIN BOARD/WHITE BOARD		
TAX OFFICE - PORT ARTHUR	DESK TOP		
TAX OFFICE - PORT ARTHUR	GRAY 4-DRAWER FILE CABINET		
TAX OFFICE - PORT ARTHUR	TAN 2-DRAWER FILE CABINET		2481
TAX OFFICE - PORT ARTHUR	TAN 4-DRAWER FILE CABINET		2487
TAX OFFICE - PORT ARTHUR	GRAY 4-DRAWER FILE CABINET		
TAX OFFICE - PORT ARTHUR	GRAY 4-DRAWER FILE CABINET		
<i>contact person: Elisha Montiel</i>			

Approved by Commissioners' Court: _____

**TEXAS DEPARTMENT OF TRANSPORTATION
GRANT FOR ROUTINE AIRPORT MAINTENANCE PROGRAM**

(State Assisted Airport Routine Maintenance)

TxDOT Project ID: M2220BMPT

Part I - Identification of the Project

TO: The County of Jefferson, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

This Grant is made between the Texas Department of Transportation, (hereinafter referred to as the "State"), on behalf of the State of Texas, and the County of Jefferson, Texas, (hereinafter referred to as the "Sponsor").

This Grant Agreement is entered into between the State and the Sponsor shown above, under the authority granted and in compliance with the provisions of the Transportation Code Chapter 21.

The project is for **airport maintenance** at the BEAUMONT/PORT ARTHUR - JACK BROOKS RGNL Airport.

Part II - Offer of Financial Assistance

1. For the purposes of this Grant, the annual routine maintenance project cost, Amount A, is estimated as found on Attachment A, Scope of Services, attached hereto and made a part of this grant agreement.

State financial assistance granted will be used solely and exclusively for airport maintenance and other incidental items as approved by the State. Actual work to be performed under this agreement is found on Attachment A, Scope of Services. State financial assistance, Amount B, will be for fifty percent (50%) of the eligible project costs for this project or \$50,000.00, whichever is less, per fiscal year and subject to availability of state appropriations.

Scope of Services, Attachment A, of this Grant, may be amended, subject to availability of state funds, to include additional approved airport maintenance work. Scope amendments require submittal of an Amended Scope of Services, Attachment A.

Services will not be accomplished by the State until receipt of Sponsor's share of project costs.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

Work shall be accomplished by August 31, 2022, unless otherwise approved by the State.

2. The State shall determine fair and eligible project costs for work scope. Sponsor's share of estimated project costs, Amount C, shall be as found on Attachment A and any amendments.

It is mutually understood and agreed that if, during the term of this agreement, the State determines that there is an overrun in the estimated annual routine maintenance costs, the State may increase the grant to cover the amount of the overrun within the above stated percentages and subject to the maximum amount of state funding.

The State will not authorize expenditures in excess of the dollar amounts identified in this Agreement and any amendments, without the consent of the Sponsor.

3. Sponsor, by accepting this Grant certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify expended funds.

Upon execution of this Agreement and written demand by the State, the Sponsor's financial obligation (Amount C) shall be due in cash and payable in full to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay their obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-3. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

The State shall reimburse or credit the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C).

4. The Sponsor specifically agrees that it shall pay any project costs which exceed the amount of financial participation agreed to by the State. It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State which are in excess of the percentage of financial assistance (Amount B) as stated in Paragraph II-1.

5. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost. Reimbursement requests for locally contracted work shall be submitted on forms provided by the State and shall include copies of the invoices for materials or services. Payment shall be made for no more than 50% of allowable charges.

The State will not participate in funding for force account work conducted by the Sponsor.

6. This Grant shall terminate upon completion of the scope of services.

Part III - Sponsor Responsibilities

1. In accepting this Grant, if applicable, the Sponsor guarantees that:
 - a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Grant; and
 - b. the Airport or navigational facility which is the subject of this Grant shall be controlled by the Sponsor for a period of at least 20 years; and
 - c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Grant; and
 - d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting and navigational aids; and
 - e. through the fence access shall be reviewed and approved by the State; and

- f. it shall not permit non-aeronautical use of airport facilities, unless noted on an approved Airport Layout Plan, without prior approval of the State/FAA. This includes but is not limited to: the process of land disposal, any changes to the aeronautical or non-aeronautical land uses of the airport, land's deeded use from non-aeronautical to aeronautical, requests of concurrent use of land, interim use of land, approval of a release from obligations from the State/FAA, any of which will require 18 months, or longer; and
- g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and
- h. all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and
- i. an Airport Fund shall be established by resolution, order or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or another revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent grant or loan, Sponsor has complied with the requirements of this subparagraph; and
- j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and
- k. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace, unless sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State.

1. mowing services will not be eligible for state financial assistance. Sponsor will be responsible for 100% of any mowing services.
2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.
3. The Sponsor's acceptance of this Offer and ratification and adoption of this Grant shall be evidenced by execution of this Grant by the Sponsor. The Grant shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.

If it becomes unreasonable or impractical to complete the project, the State may void this agreement and release the Sponsor from any further obligation of project costs.

4. Upon entering into this Grant, Sponsor agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project. The Representative shall receive all correspondence and documents associated with this grant and shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor, and coordinate schedule for work items as required.
5. By the acceptance of grant funds for the maintenance of eligible airport buildings, the Sponsor certifies that the buildings are owned by the Sponsor. The buildings may be leased but if the lease agreement specifies that the lessee is responsible for the upkeep and repairs of the building no state funds shall be used for that purpose.
6. Sponsor shall request reimbursement of eligible project costs on forms provided by the State. All reimbursement requests are required to include a copy of the invoices for the materials or services. The reimbursement request will be submitted no more than once a month.
7. The Sponsor's acceptance of this Agreement shall comprise a Grant Agreement, as provided by the Transportation Code, Chapter 21, constituting the contractual obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the airport maintenance and compliance with the assurances and conditions as provided. Such Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this agreement.

Part IV - Nomination of the Agent

1. The Sponsor designates the State as the party to receive and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.
2. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent to perform the following services:
 - a. accept, receive, and deposit with the State any and all project funds granted, allowed, and paid or made available by the Sponsor, the State of Texas, or any other entity;
 - b. enter into contracts as necessary for execution of scope of services;
 - c. if State enters into a contract as Agent: exercise supervision and direction of the project work as the State reasonably finds appropriate. Where there is an irreconcilable conflict or difference of opinion, judgment, order or direction between the State and the Sponsor or any service provider, the State shall issue a written order which shall prevail and be controlling;
 - d. receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with the State approved contracts;
 - e. obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
 - f. reimburse sponsor for approved contract maintenance costs no more than once a month.

Part V - Recitals

1. This Grant is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.
2. It is the intent of this grant to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this grant be in addition to those local funds normally dedicated for airport maintenance.

3. This Grant is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Grant or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.
 - a. Of primary importance to the State is compliance with the terms and conditions of this Grant. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Grant, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Grant, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Grant, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Grant null and void, or (5) any other remedy available at law or in equity.
 - b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Grant, or for enforcement of any of the provisions of this Grant, is specifically set by Grant of the parties in Travis County, Texas.
4. The State reserves the right to amend or withdraw this Grant at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.
5. This Grant constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.
6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

Part VI - Acceptances

Sponsor

The County of Jefferson, Texas, does ratify and adopt all statements, representations, warranties, covenants, agreements, and all terms and conditions of this Grant.

The County of Jefferson, Texas
Sponsor

Sponsor Signature

Sponsor Title

Date

Acceptance of the State

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

STATE OF TEXAS

TEXAS DEPARTMENT OF TRANSPORTATION

Signature

Title

Date

Attachment A

Scope of Services
 TxDOT Project ID: M2220BMPT

Eligible Scope Item	Estimated Costs Amount A	State Share Amount B	Sponsor Share Amount C
GENERAL MAINTENANCE	\$100,000.00	\$50,000.00	\$50,000.00
TOTAL	\$100,000.00	\$50,000.00	\$50,000.00

Sponsor Signature

Sponsor Title

Date

GENERAL MAINTENANCE: As needed, Sponsor may contract for services / purchase materials for routine maintenance / improvement of airport pavements, signage, drainage, AWOS systems, approach aids, lighting systems, utility infrastructure, fencing, herbicide / application, sponsor owned and operated fuel systems, hangars, terminal buildings and security systems; professional services for environmental compliance, approved project design. Special projects to be determined and added by amendment.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

CERTIFICATION OF AIRPORT FUND

TxDOT Project ID: M2220BMPT

The County of Jefferson, Texas, does certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

Sponsor Signature

Sponsor Title

Date

Certification of State Single Audit Requirements

I, _____, do certify that the County of Jefferson, Texas, will comply with all requirements of the State of Texas Single Audit Act if the County of Jefferson, Texas, spends or receives more than the threshold amount in any grant funding sources during the most recently audited fiscal year. And in following those requirements, the County of Jefferson, Texas, will submit the report to the audit division of the Texas Department of Transportation. If your entity did not meet the threshold in grant receivables or expenditures, please submit a letter indicating that your entity is not required to have a State Single Audit performed for the most recent audited fiscal year.

Sponsor Signature

Sponsor Title

Date

DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

TxDOT Project ID: M2220BMPT

The County of Jefferson, Texas, designates,

_____ as the Sponsor's authorized
(Name, Title)

representative, who shall receive all correspondence and documents associated with this grant and who shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor.

Sponsor Signature

Sponsor Title

Date

DESIGNATED REPRESENTATIVE

First Name, Last Name

Title

Address

Phone Number

Email Address

MEMORANDUM

TO: COMMISSIONERS COURT
FROM: **FRAN LEE**
SUBJECT: BUDGET AMENDMENT
DATE: SEPTEMBER 1, 2021

The following budget amendment for County Court at Law III is necessary for additional cost for insurance.

120-2053-412-2003	Employee's Insurance	\$4,500
110-2027-412-5055	Petit Jurors	\$4,500

MEMORANDUM

TO: COMMISSIONERS COURT
FROM: FRAN LEE
SUBJECT: BUDGET AMENDMENT
DATE: SEPTEMBER 1, 2021

The following budget amendment for Nurse Practitioner is necessary for additional cost for overtime.

120-5076-441-1098	Overtime	\$148
110-2027-412-5055	Petit Jurors	\$148

To: Fran Lee
From: Mike Trahan
Re: Budget Transfer
Date: September 1, 2021

Fran,

I would like to request a transfer of \$10,900.00 from 112-0202-431-30-79 Crushed Stone, and \$21,846.00 from 112-0202-431-3003 Asphalt Oil to, 112-0209-431.60-42 Trucks & Trailers. This is to purchase a new Ford F-250 Crew Cab pickup truck. We will trade in a 2003 Ford crew cab pickup truck with 153,000 miles, and damage to the rear fenders.

**I do know that this has to go through Commissioner's Court.
Thanks for your help.**

Sincerely,
Mike Trahan

Superintendent, Road and Bridge Precinct 2

From: mfgout@co.jefferson.tx.us
To: ["Fran Lee"](#)
Subject: RE: Laptop
Date: Wednesday, September 1, 2021 4:22:10 PM
Attachments: [image002.png](#)
[US_QUOTE_3000096867140.1.pdf](#)

Fran,

Can you please put a budget transfer request on the upcoming Commissioner's court agenda to move \$1,670 adjusted amount to \$1,688 to match quote from

115-0501-431.30-11 Computer – Software

To

115-0501-431.60-02 Computer Equipment

For the purchase of a laptop computer. The quote for the laptop is attached.

Let me know if you need any other information.

Thank you

Michelle

Michelle Falgout, P.E.
County Engineer
Jefferson County Texas
mfgout@co.jefferson.tx.us
 409-835-8584

Jefferson County Courthouse
1149 Pearl Street, 5th Floor
Beaumont, Texas 77701



From: Fran Lee <flee@co.jefferson.tx.us>
Sent: Wednesday, September 1, 2021 3:49 PM
To: mfgout@co.jefferson.tx.us



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000096867140.1	Sales Rep	Brant Waege
Total	\$1,688.00	Phone	(800) 456-3355, 6180237
Customer #	530018967807	Email	Brant_Waege@Dell.com
Quoted On	Sep. 01, 2021	Billing To	PAYABLE ACCOUNTS PAYABLE
Expires by	Oct. 01, 2021		JEFFERSON COUNTY
Contract Name	Texas Department of Information Resources (TX DIR)		1149 PEARL ST
Contract Code	C000000006841		7TH FL
Customer Agreement #	TX DIR-TSO-3763		BEAUMONT, TX 77701-3635
Deal ID	15402708		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions. To place order please click on the "Premier page" or "Quote to Order" link on the top of the Quote. Thank you for shopping with Dell!

Regards,
Brant Waege

Product	Unit Price	Quantity	Subtotal
Dell Latitude 9520	\$1,688.00	1	\$1,688.00
Subtotal:			\$1,688.00
Shipping:			\$0.00
Non-Taxable Amount:			\$1,688.00
Taxable Amount:			\$0.00
Estimated Tax:			\$0.00
Total:			\$1,688.00

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Dell Latitude 9520

Estimated delivery if purchased today:

Sep. 13, 2021

Contract # C000000006841

Customer Agreement # TX DIR-TSO-3763

		Quantity		Subtotal
		\$1,688.00	1	\$1,688.00
Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 9520, BTX	210-AXRM	-	1	-
11th Generation Intel Core i5-1145G7 (4 Core, 8M cache, base 2.6GHz, up to 4.4GHz, vPro)	379-BEGT	-	1	-
Windows 10 Pro English, French, Spanish	619-AHKN	-	1	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	1	-
VMware Carbon Black Cloud Endpoint Standard NGAV, B-EDR, w/Dell ProSupport for Software 3 Year	528-CHEB	-	1	-
Intel Iris Xe Graphics for Intel I5-1145G7 (vPro) Processor with 16GB memory	338-BXSZ	-	1	-
Intel vPro Technologys Advanced Management Features	631-ACTT	-	1	-
16GB, 4266MHz, LPDDR4x, Non-ECC	370-AGBL	-	1	-
M.2 256GB PCIe NVMe Class 35 Solid State Drive	400-BHRB	-	1	-
2-in-1, 15.0" FHD 16:9 (1920x 1080) Touch, AR & AS, IR Cam + P-Sensor, Shutter, Mic, SLP, (400 Nits)	391-BFOM	-	1	-
Single Point Keyboard English US with backlight	583-BHBD	-	1	-
No Mouse	570-AADK	-	1	-
Intel Wi-Fi 6 AX201 2x2 802.11ax 160MHz + Bluetooth 5.1 Wireless Driver	555-BGHV	-	1	-
Intel Wi-Fi 6 AX201 2x2 802.11ax 160MHz + Bluetooth 5.1	555-BFVZ	-	1	-
No Mobile Broadband Card	556-BBCD	-	1	-
49 WHr Polymer, ExpressCharge capable	451-BCSZ	-	1	-
E4 65W Type-C EPEAT Adapter	492-BCXP	-	1	-
Touch Fingerprint Reader in Power Button, Thunderbolt4, WLAN Capable	346-BGYF	-	1	-
No Anti-Virus Software	650-AAAM	-	1	-
OS-Windows Media Not Included	620-AALW	-	1	-
US Power Cord	537-BBBL	-	1	-
Quick Reference Guide, 2 in 1	340-CUDK	-	1	-
US Order	332-1286	-	1	-
No Resource USB Media	430-XXYG	-	1	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	1	-
ENERGY STAR Qualified	387-BBOK	-	1	-
Fixed Hardware Configuration	998-EQIF	-	1	-
FCC Label	389-DPGO	-	1	-
SupportAssist	525-BBCL	-	1	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	1	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	1	-
Waves Maxx Audio	658-BBRB	-	1	-

Dell Power Manager	658-BDVK	-	1	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	1	-
Dell Optimizer	658-BEQP	-	1	-
Win 10 PKID Label	658-BFDQ	-	1	-
System Shipment, Latitude 9520 2-in-1, Premium	340-CVJS	-	1	-
11th Gen Intel Core i5 vPro label	340-CTSV	-	1	-
BTS/BTP Smart Selection Shipment (VS)	800-BBQH	-	1	-
EAN label	389-BKKL	-	1	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	1	-
Door Bottom, WLAN	321-BGCV	-	1	-
No AutoPilot	340-CKSZ	-	1	-
Dell Limited Hardware Warranty Plus Service	831-5181	-	1	-
ProSupport Next Business Day Onsite 3 Years	831-5187	-	1	-
ProSupport 7x24 Technical Support 3 Years	831-5188	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	1	-

Subtotal:	\$1,688.00
Shipping:	\$0.00
Estimated Tax:	\$0.00
Total:	\$1,688.00

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.



Theresa Goodness
COUNTY CLERK

JEFFERSON COUNTY
P. O. Box 1151
Beaumont, Texas 77704
409-835-8475 Phone
409-839-2394 FAX

Haylee Fournier
Office Administrator

Email Address:
countyclerk@co.jefferson.tx.us

Web Address for Jefferson County Clerk Public Records Online:
<http://jeffersontxclerk.manatron.com>

MEMORANDUM

TO: Fran Lee, First Assistant Auditor

FROM: Theresa Goodness 

DATE: August 26, 2021

RE: Budget Transfer, Desktop Scanners

Please transfer from Records Management Travel Expense line item 251-0000-414-50-62 to Records Management Minor Equipment 251-0000-414-30-84 the amount of \$4,000.00 for the purchase of desktop scanners compatible with the Tyler Odyssey system.

Jefferson County Sheriff's Office
STEP Comprehensive 2022

Texas Department Of Transportation - Traffic Safety Electronic Signature Authorization Form

This form identifies the person(s) who have the authority to sign grant agreements and amendments for the Grant ID listed at the bottom of the page.

Name Of Organization: County of Jefferson

Project Title: STEP Comprehensive

Authorizing Authority

The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into the agreement on behalf of the organization. I authorize the person(s) listed under the section "Authorized to Electronically Sign Grant Agreements and Amendments" to enter into an agreement on behalf of the organization.

Name:	Judge Jeff R. Branick
Title:	County Judge
Signature:	
Date:	09/07/2021
Under the authority of Ordinance or Resolution Number (if applicable)	

Authorized to Electronically Sign Grant Agreements and Amendments

List Subgrantee Administrators who have complete authority to enter into an agreement on behalf of the organization.

	Print Name of Subgrantee Administrator in TxDOT Traffic Safety eGrants	Title
1.	RYAN BODLEY SR.	SERGEANT
2.	PATRICK SWAIN	COUNTY AUDITOR
3.		

Texas Traffic Safety eGrants

Fiscal Year 2022

Organization Name: Jefferson County Sheriff's Office

Legal Name: County of Jefferson

Payee Identification Number: 17460002912052

Project Title: STEP Comprehensive

ID: 2022-JeffersonCoSO-S-1YG-00091

Period: 10/01/2021 to 09/30/2022

Jefferson County Sheriff's Office
STEP Comprehensive 2022

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

THIS AGREEMENT IS MADE BY and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the Department and the, **County of Jefferson** hereinafter called the Subgrantee, and becomes effective then fully executed by both parties. For the purpose of this agreement, the Subgrantee is designated as a(n) **Local Government/Transit District**.

AUTHORITY: Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Performance Plan for the Fiscal Year 2022.

Name of the Federal Agency: **National Highway Traffic Safety Administration**

CFDA Number: **20.600**
CFDA Title: **State and Community Highway Safety Grant Program**
Funding Source: Section **402**
Unique Entity Identifier (UEI) :
FAIN:
18X9204020TX22
69A37522300004020TX0

Project Title: **STEP Comprehensive**
This project is **Not Research and Development**

Grant Period: This Grant becomes effective on **10/01/2021** or on the date of final signature of both parties, whichever is later, and ends on **09/30/2022** unless terminated or otherwise modified.

Total Awarded: **\$32,769.46**
Amount Eligible for Reimbursement by the Department: **\$25,655.26**
Match Amount provided by the Subgrantee: **\$7,114.20**

Jefferson County Sheriff's Office
STEP Comprehensive 2022

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

GENERAL INFORMATION

Project Title:STEP Comprehensive

Project Description:

Program Elements

When performing enforcement activities under this grant, officers should make the enforcement of the STEP elements listed below their top priority, although any traffic-related probable cause can be used to initiate a vehicle stop

1. DWI : Driving While Intoxicated
2. Speed: Speed Enforcement
3. OP: Occupant Protection (Safety Belt and Child Safety Seat)
4. ITC: Intersection Traffic Control
5. DD: Distracted Driving

Holiday Periods

Enforcement activities under this grant may be conducted on any day at any time of day the agency deems appropriate. However, subgrantee should make it a priority to conduct enforcement activities during state and federally determined holiday periods, which are:

1. Christmas/New Year's
2. Spring Break
3. Memorial Day
4. Independence Day
5. Labor Day

STEP Mobilization Calendar is available on [eGrantsHelp page](#)

X Agency agrees to enforce the above Program Elements and Holiday Periods as part of the Selective Traffic Enforcement Program

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

GRANT AGREEMENT GENERAL TERMS AND CONDITIONS *(Revised: 07/18/2019)*

Definitions: For purposes of these Terms and Conditions, the "Department" is also known as the "State" and the "prospective primary participant" and the "Subgrantee" is also known as the "Subrecipient" and "prospective lower tier participant"

ARTICLE 1. COMPLIANCE WITH LAWS

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of compliance.

ARTICLE 2. STANDARD ASSURANCES

The Subgrantee assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 2 CFR, Part 200; and the Department's Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained in the application, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide any additional information that may be required.

B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.

C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

D. Political activity (Hatch Act) (applies to subrecipients as well as States). The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.

F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

Jefferson County Sheriff's Office
STEP Comprehensive 2022

G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.

H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.

I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any federal requirements that the federal government may now or in the future promulgate.

J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where that insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.

K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).

L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise that person. This prohibition shall not apply to the employment of a person described in Section 573.062 of the Texas Government Code.

M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly provided by law.

N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

ARTICLE 3. COMPENSATION

A. The method of payment for this agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in a Project Budget category will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B of this Article. If the Project Budget specifies that costs are

Jefferson County Sheriff's Office
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based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.

B. All payments will be made in accordance with the Project Budget.

1. The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be off-set by an equivalent underrun elsewhere in the Project Budget.

2. If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (eGrants), prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.

3. Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.

4. The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this agreement.

5. For Selective Traffic Enforcement Program (STEP) grants only: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the five (5) percent flexibility, with underrun funds from Budget Categories II or III.

C. To be eligible for reimbursement under this agreement, a cost must be incurred in accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this agreement, and which has been completed in a manner satisfactory and acceptable to the Department.

D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.

E. Payment of costs incurred under this agreement is further governed by the cost principles outlined in 2 CFR Part 200.

F. The Subgrantee agrees to submit monthly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through eGrants.

G. The Subgrantee agrees to submit the final Request for Reimbursement under this agreement within forty-five (45) days of the end of the grant period.

H. Payments are contingent upon the availability of appropriated funds.

I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has

Jefferson County Sheriff's Office
STEP Comprehensive 2022

period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial agreement period.

Preference for funding will be given to projects based on (1) proposed cost sharing and (2) demonstrated performance history.

ARTICLE 4. LIMITATION OF LIABILITY

Payment of costs incurred under this agreement is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall notify the Subgrantee, giving notice of intent to terminate this agreement, as specified in Article 11 of this agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may notify the Subgrantee to continue this agreement.

ARTICLE 5. AMENDMENTS

This agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in eGrants. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

A. If the Subgrantee is of the opinion that any assigned work is beyond the scope of this agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through eGrants. If the Department finds that such work does constitute additional work, the Department shall advise the Subgrantee and a written amendment to this agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

B. If the Subgrantee has submitted work in accordance with the terms of this agreement but the Department requests changes to the completed work or parts of the work which involve changes to the original scope of services or character of work under this agreement, the Subgrantee shall make those revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.

C. If the Subgrantee submits work that does not comply with the terms of this agreement, the Department shall instruct the Subgrantee to make any revisions that are necessary to bring the work into compliance with this agreement. No additional compensation shall be paid for this work.

D. The Subgrantee shall make revisions to the work authorized in this agreement that are necessary to correct errors or omissions, when required to do so by the Department. No additional compensation shall be paid for this work.

E. The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

ARTICLE 7. REPORTING AND MONITORING

A. Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through eGrants. Reporting periods vary by project duration and are defined as

Jefferson County Sheriff's Office
STEP Comprehensive 2022

performance report through eGrants. Reporting periods vary by project duration and are defined as follows:

1. For short term projects, the reporting period is the duration of the project. Subgrantee shall submit a performance report within 30 days of project completion.
2. For longer projects, the reporting period is monthly. Subgrantee shall submit a performance report within 30 days of the completion of each project month and within 30 days of project completion.
3. For Selective Traffic Enforcement Program (STEP) Wave projects, the reporting period is each billing cycle. Subgrantee shall submit a performance report within 30 days of the completion of each billing cycle.

B. The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.

C. The Subgrantee shall promptly advise the Department in writing, through eGrants, of events that will have a significant impact upon this agreement, including:

1. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.

2. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.

D. The Subgrantee shall submit the Final Performance Report through eGrants within thirty (30) days after completion of the grant.

ARTICLE 8. RECORDS

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed under this agreement (called the "Records"), and shall make the Records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee further agrees to retain the Records for four (4) years from the date of final payment under this agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the Records. This right of access is not limited to the four (4) year period but shall last as long as the Records are retained.

ARTICLE 9. INDEMNIFICATION

A. To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting claims or liabilities as a result

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damages incurred by the Department in litigation or otherwise resisting claims or liabilities as a result of any activities of the Subgrantee, its agents, or employees.

B. To the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries to or death of any employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.

C. If the Subgrantee is a government entity, both parties to this agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

ARTICLE 10. DISPUTES AND REMEDIES

This agreement supersedes any prior oral or written agreements. If a conflict arises between this agreement and the Traffic Safety Program Manual, this agreement shall govern. The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of work under this agreement. Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

ARTICLE 11. TERMINATION

A. This agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described in this agreement and these have been accepted by the Department, unless:

1. This agreement is terminated in writing with the mutual consent of both parties; or
2. There is a written thirty (30) day notice by either party; or
3. The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.

B. The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement that are directly attributable to the completed portion of the work covered by this agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

ARTICLE 12. INSPECTION OF WORK

A. The Department and, when federal funds are involved, the USDOT, or any of their authorized representatives, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this agreement and the premises in which it is being performed.

B. If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in a manner that will not unduly delay the work.

ARTICLE 13. AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

ARTICLE 14. SUBCONTRACTS

A subcontract in excess of \$25,000 may not be executed by the Subgrantee without prior written concurrence by the Department. Subcontracts in excess of \$25,000 shall contain all applicable terms and conditions of this agreement. No subcontract will relieve the Subgrantee of its responsibility under this agreement.

ARTICLE 15. GRATUITIES

A. Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.

B. Any person doing business with or who reasonably speaking may do business with the Department under this agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this agreement.

ARTICLE 16. NONCOLLUSION

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

ARTICLE 17. CONFLICT OF INTEREST

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

ARTICLE 18. SUBGRANTEE'S RESOURCES

A. The Subgrantee certifies that it presently has adequate qualified personnel in its employment to

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perform the work required under this agreement, or will be able to obtain such personnel from sources other than the Department.

B. All employees of the Subgrantee shall have the knowledge and experience that will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.

C. Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement in accordance with its own procurement and property management procedures, provided that the procedures are not in conflict with (1) the Department's procurement and property management standards and (2) the federal procurement and property management standards provided by 2 CFR §§ 200.310-.316, 200.318-.324.

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.

B. All rights to Department. The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.

C. All rights to Subgrantee. Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

ARTICLE 21. SUCCESSORS AND ASSIGNS

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of the other party in respect to all covenants of this agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this agreement without written consent of the Department through eGrants.

ARTICLE 22. CIVIL RIGHTS COMPLIANCE

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A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (USDOT): 49 CFR, Part 21; 23 CFR, Part 200; and 41 CFR, Parts 60-74, as they may be amended periodically (called the "Regulations"). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).

B. Nondiscrimination: (applies to subrecipients as well as States) The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 et seq.), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The State highway safety agency-

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this

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contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;

- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees-

a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;

c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.

D. Information and reports: The Subgrantee shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with the Regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall certify that to the Department or the USDOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.

E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this agreement, the Department shall impose such sanctions as it or the USDOT may determine to be appropriate.

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F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take any action with respect to any subcontract or procurement that the Department may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.

B. The Subgrantee shall adopt, in its totality, the Department's federally approved DBE program.

C. The Subgrantee shall set an appropriate DBE goal consistent with the Department's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Subgrantee shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. The Subgrantee shall follow all other parts of the Department's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address <http://www.txdot.gov/business/partnerships/dbe.html>

E. The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subgrantee shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted contracts. The Department's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subgrantee of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

F. Each contract the Subgrantee signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

ARTICLE 24. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the

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certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a

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16. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

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5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ARTICLE 25. CERTIFICATION REGARDING FEDERAL LOBBYING (applies to subrecipients as well as States)

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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress

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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 sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, 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.

ARTICLE 26. CHILD SUPPORT CERTIFICATION

Under Section 231.006, Texas Family Code, the Subgrantee certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Subgrantee is liable to the state for attorney's fees and any other damages provided by law or the agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

ARTICLE 27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:
<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and
<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

B. The Subgrantee agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (48 CFR subpt. 4.11) if this award provides for more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM web-site at: <https://www.sam.gov>

2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money.

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The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and

3. Report the total compensation and names of its top five (5) executives to the State if:

- i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
- ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

ARTICLE 28. SINGLE AUDIT REPORT

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.

B. If threshold expenditures of \$750,000 or more are met during the Subgrantee's fiscal year, the Subgrantee must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at singleaudits@txdot.gov

C. If expenditures are less than \$750,000 during the Subgrantee's fiscal year, the Subgrantee must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$750,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

D. For each year the project remains open for federal funding expenditures, the Subgrantee will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

ARTICLE 29. BUY AMERICA ACT (applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

ARTICLE 30. RESTRICTION ON STATE LOBBYING (applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

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ARTICLE 31. NONGOVERNMENTAL ENTITY'S PUBLIC INFORMATION

(This article applies only to non-profit entities.)

The Subgrantee is required to make any information created or exchanged with the Department pursuant to this Grant Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the Department. [SB-1368, 83rd Texas Legislature, Regular Session, Effective 9/1/13]

ARTICLE 32. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

ARTICLE 33. INTERNAL ETHICS AND COMPLIANCE PROGRAM

Subgrantee shall comply with Title 43 Texas Administrative Code §25.906(b). Subgrantee certifies it has adopted an internal ethics and compliance program that satisfies the requirements of Title 43 Texas Administrative Code §10.51 (relating to Internal Ethics and Compliance Program). Subgrantee shall enforce compliance with that program.

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RESPONSIBILITIES OF THE SUBGRANTEE

- A. Carry out all performance measures established in the grant, including fulfilling the law enforcement objectives by implementing the Operational Plan contained in this Grant Agreement.
 - B. Submit all required reports to the Department (TxDOT) fully completed with the most current information, and within the required times, as defined in Article 3 and Article 7 of the General Terms and Conditions of this Grant Agreement. This includes reporting to the Department on progress, achievements, and problems in monthly Performance Reports and attaching necessary source documentation to support all costs claimed in Requests for Reimbursement (RFR).
 - C. Attend grant related training as requested by the Department
 - D. Attend meetings according to the following:
 - 1. The Department will arrange for meetings with the Subgrantee to present status of activities and to discuss problems and the schedule for grant related activities.
 - 2. The project director or other appropriate qualified persons will be available to represent the Subgrantee at meetings requested by the Department.
 - E. Support grant enforcement efforts with public information and education (PI&E) activities. Salaries being claimed for PI&E activities must be included in the budget.
 - F. For out of state travel expenses to be reimbursable, the Subgrantee must have obtained the written approval of the Department, through eGrants system messaging, prior to the beginning of the trip. Grant approval does not satisfy this requirement.
 - G. Maintain verification that all expenses, including wages or salaries, for which reimbursement is requested, is for work exclusively related to this project.
 - H. Ensure that this grant will in no way supplant (replace) funds from other sources.
- Supplanting refers to the use of federal funds to support personnel or any activity already supported by local or state funds.
- I. Ensure that each officer working on the STEP project will complete an officer's daily activity report form. The form should include at a minimum: name, date, badge or identification number, type of grant worked, Enforcement Zone identifier, mileage (including starting and ending mileage), hours worked, type of warning or citation issued or arrest made, officer and supervisor signatures.
 - J. All STEP agencies must provide the following provision in all daily activity report forms:

"I understand that this information is being submitted to support a claim against a federally-funded grant program. False statements on this form may be prosecutable under 18 USC.

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fundamental program. False statements on this form may be prosecutable under RCW 1001. This information on this form is true, correct, and complete to the best of my knowledge and ability."

The above language should be a

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RESPONSIBILITIES OF THE DEPARTMENT

- A. Monitor the Subgrantee's compliance with the performance obligations and fiscal requirements of this Grant Agreement using appropriate and necessary monitoring and inspections, including but not limited to:
 - 1. review of periodic reports
 - 2. physical inspection of project records and supporting documentation
 - 3. telephone conversations
 - 4. e-mails and letters
 - 5. quarterly review meetings
 - 6. eGrants
- B. Provide program management and technical assistance.
- C. Attend appropriate meetings.
- D. Reimburse the Subgrantee for all eligible costs as defined in the project budget. Requests for Reimbursement will be processed up to the maximum amount payable as indicated in the project budget.
- E. Perform an administrative review of the project at the close of the grant period to:
 - 1. Ascertain whether or not the project objectives were met
 - 2. Review project accomplishments (performance measures completed, targets achieved)
 - 3. Account for any approved Program Income earned and expended
 - 4. Identify exemplary performance or best practices

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GOALS AND STRATEGIES

- Goal:** To increase effective enforcement and adjudication of traffic safety-related laws to reduce crashes, fatalities, and injuries.
- Strategies:** Increase and sustain high visibility enforcement of traffic safety-related laws.
Increase public education and information campaigns regarding enforcement activities.
- Goal:** To reduce the number of alcohol impaired and driving under the influence of alcohol and other drug-related crashes, injuries, and fatalities.
- Strategy:** Increase and sustain high visibility enforcement of DWI laws.
- Goal:** To increase occupant restraint use in all passenger vehicles and trucks.
- Strategy:** Increase and sustain high visibility enforcement of occupant protection laws.
- Goal:** To reduce the number of speed-related crashes, injuries, and fatalities.
- Strategy:** Increase and sustain high visibility enforcement of speed-related laws.
- Goal:** To reduce intersection-related motor vehicle crashes, injuries, and fatalities.
- Strategy:** Increase and sustain high visibility enforcement of Intersection Traffic Control (ITC) laws.
- Goal:** To reduce Distracted Driving motor vehicle crashes, injuries, and fatalities.
- Strategies:** Increase and sustain high visibility enforcement of state and local ordinances on cellular and texting devices.
Increase public information and education on Distracted Driving related traffic issues.

☒ I agree to the above goals and strategies.

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OPERATIONAL PLAN

Zone Name : zone #1
Zone Location : IH-10 E/W from Smith Road to FM365=4.21 MILES
Zone Hours : 24/7 Enforcement
Zone Heat https://www.dot.state.tx.us/apps/egrants/_Upload/1020386_337651-
Map : (attach) Zone1JeffersonCounty-GoogleMaps.pdf

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OPERATIONAL PLAN

Zone Name : zone #2
Zone Location : TX-73 E/W Labelle Road to Boondocks Road =4.08 MILES
Zone Hours : 24/7 Enforcement
Zone Heat https://www.dot.state.tx.us/apps/egrants/_Upload/1025265_337651-
Map : (attach) Zone2JeffersonCounty-GoogleMaps.pdf

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OPERATIONAL PLAN

Zone Name : zone #1
Zone Location : IH-10 E/W From Smith Road to FM365=4.21 miles
Zone Hours : 24/7 Enforcement
Zone Heat https://www.dot.state.tx.us/apps/egrants/_Upload/1025276_337651-MX-
Map : (attach) M4071_20210412_124544.pdf

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OPERATIONAL PLAN

Zone Name : zone 2
Zone Location : TX-73 E/W FROM LABELLE ROAD TO BOONDOCKS ROAD
= 4.08 MILES
Zone Hours : 24/7 Enforcement
Zone Heat https://www.dot.state.tx.us/apps/egrants/_Upload/1044522_337651-MX-
Map : (attach) M4071_20210412_124608.pdf

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BASELINE INFORMATION

Baseline Definition: A number serving as a foundation for subgrantees to measure pre-grant traffic enforcement activity. Baseline information must be provided by the subgrantee in order to identify local traffic enforcement related activity. This information should exclude any activity generated with STEP grant dollars. Once the baseline is established, these figures will be used to compare subsequent year's local and grant traffic enforcement activity.

Note for Arrests/Citations and Written Warnings: Baseline data used must be no older than 2019.

Note KA Crashes: KA crash data is provided to subgrantees through the RFP document. Each jurisdiction is provided with corresponding KA crash numbers based on a three-year rolling average. County-level agencies should use the data from "Rural X County."

Baseline Year for Arrests/Citations and Written Warnings (12 months)

From 8/1/2019 To 7/31/2020

<u>Baseline Measure</u>	<u>Arrests/Citations</u>	<u>Written Warnings</u>	<u>KA Crashes</u>
Driving Under Influence (DUI)	31	0	8
Speed	672	13	2
Safety Belt	91	35	6
Child Safety Seat	12	6	
Intersection Traffic Control (ITC)	71	247	3
Distracted Driving Citations	0	0	
Other Elements	1035	416	

If you have additional attachments, provide them on the "Attachments" page.

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LAW ENFORCEMENT OBJECTIVE/PERFORMANCE MEASURE

Objective/Performance Measure	Target Number	Not Applicable
Reduce the number of Alcohol-Involved (DWI/DUI) KA crashes toto	7	
Reduce the number of All OP-related (Seatbelt and Child Passenger Safety) KA crashes to	5	
Reduce the number of Speed-related crashes to	1	
Reduce the number of ITC-related crashes to	2	

Note: Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder. Department and Subgrantee acknowledge that Texas Transportation Code Section 720.002 prohibits using traffic-offense quotas and agree that nothing in this Agreement is establishing an illegal quota.

In addition to the STEP enforcement activities, the subgrantee must maintain baseline non-STEP funded citation and arrest activity due to the prohibition of supplanting.

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PI&E OBJECTIVE/PERFORMANCE MEASURE

XI agree to the below efforts with a public information and education (PI&E) program.

- a. Conduct a minimum of five (5) presentations
- b. Conduct a minimum of five (5) media exposures (e.g. news conferences, news releases, and interviews)
- c. Conduct a minimum of two (2) community events (e.g. health fairs, booths)

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BUDGET SUMMARY

Budget Category		TxDOT	Match	Total
Category I - Labor Costs				
(100)	Salaries:	\$25,655.26	\$0	\$25,655.26
(200)	Fringe Benefits:	\$0	\$7,114.20	\$7,114.20
	Sub-Total:	\$25,655.26	\$7,114.20	\$32,769.46
Category II - Other Direct Costs				
(300)	Travel:	\$0	\$0	\$0
(400)	Equipment:	\$0	\$0	\$0
(500)	Supplies:	\$0	\$0	\$0
(600)	Contractual Services:	\$0	\$0	\$0
(700)	Other Miscellaneous:	\$0	\$0	\$0
	Sub-Total:	\$0	\$0	\$0
Total Direct Costs:		\$25,655.26	\$7,114.20	\$32,769.46
Category III - Indirect Costs				
(800)	Indirect Cost Rate:	\$0	\$0	\$0
Summary				
	Total Labor Costs:	\$25,655.26	\$7,114.20	\$32,769.46
	Total Direct Costs:	\$0	\$0	\$0
	Total Indirect Costs:	\$0	\$0	\$0
Grand Total		\$25,655.26	\$7,114.20	\$32,769.46
	Fund Sources (Percent Share):	78.29%	21.71%	
Salary and cost rates will be based on the rates submitted by the Subgrantee in its grant application in Egrants.				

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Patrick Swain
Jefferson County, Texas
1149 Pearl, 7th Floor
Beaumont, TX 77701 - 3635

Re: Grant No.EMW-2021-PU-00238

Dear Patrick Swain:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2021 Port Security Grant Program has been approved in the amount of \$477,996.00. As a condition of this award, you are required to contribute a cost match in the amount of \$159,332.00 of non-Federal funds, or 25 percent of the total approved project costs of \$637,328.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2021 Port Security Grant Program Notice of Funding Opportunity.
- FEMA Preparedness Grants Manual

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please log in to the ND Grants system at <https://portal.fema.gov>.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, DUNS number, EIN and banking information. Please ensure that the DUNS number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at <http://www.sam.gov>.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help us to make the necessary updates and avoid any interruptions in the payment process.

CHRISTOPHER PATRICK LOGAN GPD Assistant Administrator

Agreement Articles

Wed Sep 01 00:00:00 GMT 2021

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES
Port Security Grant Program

GRANTEE: Jefferson County, Texas
PROGRAM: Port Security Grant Program
AGREEMENT NUMBER: EMW-2021-PU-00238-S01

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Article I - Summary Description of Award

The terms of the approved Investment Justification(s) and Budget Detail Worksheet(s) submitted by the recipient are incorporated into the terms of this Federal award, subject to the additional description and limitations stated in this Agreement Article and the limitations stated in subsequent reviews by FEMA of the award budget. Post-award documents uploaded into ND Grants for this award are also incorporated into the terms and conditions of this award, subject to any limitations stated in subsequent approvals by FEMA of changes to the award. Investments not listed in this Agreement Article are not approved for funding under this award.

Investment 1: JCSO Aviation Unit Helicopter NAV Upgrades is fully funded for \$49,746.

Investment 2: Jefferson County Marine Unit Upgrades is fully funded for \$195,750.

Investment 3: Upgrade EOC Information Technology is fully funded for \$232,500.

Article II - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the *Civil Rights Act of 1964*, (42 U.S.C. section 2000d *et seq.*) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article III - Universal Identifier and System of Award Management

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article IV - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101- 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article V - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article VI - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. section 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article VII - National Environmental Policy Act

Recipients must comply with the requirements of the *National Environmental Policy Act of 1969 (NEPA)*, Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 *et seq.*) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article VIII - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article IX - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001* (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. sections 175-175c.

Article X - Age Discrimination Act of 1975

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article XI - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (codified as amended at 42 U.S.C. section 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XII - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XIII - Trafficking Victims Protection Act of 2000 (TVPA)

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article XIV - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XV - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* (41 U.S.C. sections 8101-8106).

Article XVI - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article XVII - DHS Specific Acknowledgements and Assurances

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.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS 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.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award or, for State Administrative Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article XVIII - Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance at http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and Privacy Template at https://www.dhs.gov/sites/default/files/publications/privacy_pia_template_2017.pdf as useful resources respectively.

Article XIX - Civil Rights Act of 1968

Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 *et seq.*), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XX - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XXI - Activities Conducted Abroad

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article XXII - Energy Policy and Conservation Act

Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 *et seq.*), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XXIII - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the *Resource Conservation and Recovery Act*, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (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.

Article XXIV - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XXV - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. section 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, (codified as amended at 15 U.S.C. section 2225.)

Article XXVI - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XXVII - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXVIII - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXIX - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXX - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the *False Claims Act*, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XXXI - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XXXII - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXXIII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the *Education Amendments of 1972*, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 *et seq.*), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XXXIV - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XXXV - Reporting Subawards and Executive Compensation

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXVI - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XXXVII - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XXXVIII - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

By accepting this agreement, the recipient and its executives, as defined in 2 C.F.R. section 170.315, certify that the recipient's policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article XXXIX - Patents and Intellectual Property Rights

Recipients are subject to the *Bayh-Dole Act*, 35 U.S.C. section 200 *et seq*, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XL - Funding Hold: Environmental Planning and Historic Preservation (EHP) Compliance

This award includes work, such as ground disturbance, that triggers an Environmental Planning and Historic Preservation (EHP) compliance review. A funding hold is placed on the following investments/projects, and the recipient is prohibited from obligating, expending, or drawing down funds under this award in the amount of \$232,500 in support of the following investments/projects, with a limited exception for any approved costs associated with the preparation, conduct, and completion of required EHP reviews. Please refer to the applicable NOFO and Preparedness Grants Manual (PGM) for further information on EHP requirements and other applicable program guidance, including FEMA Information Bulletin No. 404.

Investment 3: Upgrade EOC Information Technology: \$232,500

To release this hold, the recipient is required to obtain the required FEMA EHP compliance approval for this project pursuant to the FY 2021 PSGP NOFO and PGM. Failure to comply with this condition may jeopardize your ability to access and expend federal funds for the investments/projects listed above. Please contact your FEMA GPD Headquarters Preparedness Officer to receive specific guidance regarding EHP compliance.

If you have questions about this funding hold or believe it was placed in error, please contact the FEMA GPD Headquarters Preparedness Officer or Program Analyst.

Article XLI - Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article XLII - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313.

Article XLIII - Port Security Grant Program Performance Goal

In addition to the Performance Progress Report (PPR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the capability gaps identified in their vulnerability assessment or other relevant documentation or sustains existing capabilities per the FEMA-approved Investment Justification. The capability gap reduction or capability sustainment must be addressed in the PPR, Section 10. Performance Narrative.

Article XLIV - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

Article XLV - Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article XLVI - Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an EHP review are subject to the FEMA Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive order, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

BUDGET COST CATEGORIES

Personnel	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$358,655.00
Supplies	\$0.00
Contractual	\$278,673.00
Construction	\$0.00
Indirect Charges	\$0.00
Other	\$0.00

Obligating Document for Award/Amendment

1a. AGREEMENT NO. EMW-2021-PU-00238-S01	2. AMENDMENT NO. ***	3. RECIPIENT NO. 746000291	4. TYPE OF ACTION AWARD	5. CONTROL NO. WX04676N2021T		
6. RECIPIENT NAME AND ADDRESS Jefferson County, Texas 1149 Pearl, 7th Floor Beaumont, TX, 77701 - 3635	7. ISSUING FEMA OFFICE AND ADDRESS FEMA-GPD 400 C Street, SW, 3rd floor Washington, DC 20472-3645 POC: 866-927-5646	8. PAYMENT OFFICE AND ADDRESS FEMA Finance Center 430 Market Street Winchester, VA 22603				
9. NAME OF RECIPIENT PROJECT OFFICER Patrick Swain	PHONE NO. 4098358500X86	10. NAME OF FEMA PROJECT COORDINATOR Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov				
11. EFFECTIVE DATE OF THIS ACTION 09/01/2021	12. METHOD OF PAYMENT PARS	13. ASSISTANCE ARRANGEMENT Cost Reimbursement	14. PERFORMANCE PERIOD From: 09/01/2021 To: 08/31/2024 Budget Period 09/01/2021 08/31/2024			
15. DESCRIPTION OF ACTION a. (Indicate funding data for awards or financial changes)						
PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
Port Security Grant Program	97.056	2021-FA-GC01-P410- -4101-D	\$0.00	\$477,996.00	\$477,996.00	See Totals
			\$0.00	\$477,996.00	\$477,996.00	\$159,332.00

b. To describe changes other than funding data or financial changes, attach schedule and check here.

N/A

16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

Port Security Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)

DATE

18. FEMA SIGNATORY OFFICIAL (Name and Title)

DATE

SHENAUZ SUBRINA WONG , Assistance Officer

Fri Aug 20 11:24:30 GMT
2021

PGM: GMCOMMV2	DATE		PAGE: 1
NAME	09-07-2021	AMOUNT	CHECK NO. 460 TOTAL
JURY FUND			
CHAPMAN VENDING		136.35	486313
ROAD & BRIDGE PCT.#1			136.35**
SPIDLE & SPIDLE		4,274.95	486114
MUNRO'S		30.35	486160
OFFICE DEPOT		104.65	486163
SMART'S TRUCK & TRAILER, INC.		4,251.79	486179
SOUTHERN TIRE MART, LLC		117.40	486194
HLAVINKA EQUIPMENT COMPANY		10.50	486237
INTERSTATE ALL BATTERY CENTER - BMT		661.80	486248
ATTABOY TERMITE & PEST CONTROL		10.30	486249
JUSTIN'S STUMPGRINDING LLC		3,000.00	486256
ADVANCE AUTO PARTS		664.93	486268
CINTAS CORPORATION		137.16	486275
FUNCTION 4 LLC		31.00	486281
P SQUARED EMULSION PLANTS, LLC		56,889.14	486296
ROAD & BRIDGE PCT.#2			70,183.97**
ENTERGY		168.72	486145
M&D SUPPLY		74.17	486157
MUNRO'S		20.00	486160
OFFICE DEPOT		76.45	486163
TIME WARNER COMMUNICATIONS		126.87	486187
BUMPER TO BUMPER		264.04	486230
ATTABOY TERMITE & PEST CONTROL		18.54	486249
PRO CHEM INC		291.03	486264
BOSCO INDUSTRIES		250.00	486277
FUNCTION 4 LLC		31.00	486281
GULF COAST		164.64	486301
ROAD & BRIDGE PCT. # 3			1,485.46**
A&A EQUIPMENT		245.00	486110
RB EVERETT & COMPANY, INC.		247.39	486140
ENTERGY		412.38	486145
MUNRO'S		41.85	486160
SOUTHERN TIRE MART, LLC		114.45	486194
INTERSTATE ALL BATTERY CENTER - BMT		687.80	486248
NORTHERN TOOL AND EQUIPMENT		454.97	486260
FUNCTION 4 LLC		62.00	486281
GERALD T PELTIER JR		200.00	486302
C & I OIL OF BEAUMONT LP		1,635.06	486303
ROAD & BRIDGE PCT.#4			4,100.90**
ABLE FASTENER, INC.		59.90	486111
CITY OF BEAUMONT - WATER DEPT.		20.54	486122
RB EVERETT & COMPANY, INC.		4,356.20	486140
ENTERGY		1,226.20	486145
M&D SUPPLY		33.52	486157
MUNRO'S		87.89	486160
OFFICE DEPOT		756.91	486163
PORT ARTHUR NEWS, INC.		87.00	486169
BEAUMONT INDEPENDENT SCHOOL		210.00	486197
UNITED STATES POSTAL SERVICE		36.00	486209
MODICA BROS. TIRES & WHEELS		439.88	486212
MARTIN PRODUCT SALES LLC		24,594.00	486234
INTERSTATE ALL BATTERY CENTER - BMT		419.85	486248
ATTABOY TERMITE & PEST CONTROL		31.42	486249
ASCO		42.69	486270
FUNCTION 4 LLC		52.00	486281
WAUKESHA-PEARCE INDUSTRIES LLC		1,929.10	486283
O'REILLY AUTO PARTS		190.79	486290
WC TRACTOR - BEAUMONT		2,127.96	486295
GULF COAST		371.00	486301
CD TEXAS SERVICE, LLC		1,500.00	486315
ENGINEERING FUND			38,537.21**

PGM: GMCOMMV2	DATE 09-07-2021	AMOUNT	CHECK NO.	PAGE: 2 461 TOTAL
UNITED STATES POSTAL SERVICE		2.40	486209	
FUNCTION 4 LLC		62.00	486281	
				64.40**
PARKS & RECREATION				
AUDILET TRACTOR SALES		268.80	486120	
ENTERGY		122.90	486145	
M&D SUPPLY		250.70	486157	
ROSS RIDGE SAND COMPANY LP		162.00	486241	
NORTHERN TOOL AND EQUIPMENT		299.99	486260	
				504.41**
GENERAL FUND				
JEFFERSON CTY. CLERK		2,563.02	486112	
				2,563.02*
TAX OFFICE				
OFFICE DEPOT		1,232.58	486163	
PIITNEY BOWES, INC.		50.53	486166	
AT&T		117.57	486181	
UNITED STATES POSTAL SERVICE		549.54	486209	
UNITED STATES POSTAL SERVICE		18.21	486210	
ATTABOY TERMITE & PEST CONTROL		14.15	486249	
FUNCTION 4 LLC		155.00	486281	
SUMMIT FIRE & SECURITY		41.75	486319	
				2,179.33*
COUNTY HUMAN RESOURCES				
OFFICE DEPOT		891.33	486163	
UNITED STATES POSTAL SERVICE		1.96	486209	
FUNCTION 4 LLC		31.00	486281	
				924.29*
AUDITOR'S OFFICE				
UNITED STATES POSTAL SERVICE		1.28	486209	
FUNCTION 4 LLC		31.00	486281	
				32.28*
COUNTY CLERK				
OFFICE DEPOT		98.37	486163	
ULINE SHIPPING SUPPLY SPECIALI		748.16	486188	
UNITED STATES POSTAL SERVICE		188.31	486209	
UNITED STATES POSTAL SERVICE		28.13	486210	
FUNCTION 4 LLC		93.00	486281	
				1,155.97*
COUNTY JUDGE				
LAI RON DOWDEN, JR.		500.00	486133	
CATHERINE BRUNEY		500.00	486149	
LOU ANNE GARDNER ATTORNEY AT LAW		500.00	486199	
UNITED STATES POSTAL SERVICE		.43	486209	
GRACE NICHOLS		450.00	486246	
KATY LEIGH CORCORAN		500.00	486247	
DUNHAM HALLMARK PLLC		500.00	486258	
FUNCTION 4 LLC		31.00	486281	
				2,981.43*
RISK MANAGEMENT				
UNITED STATES POSTAL SERVICE		.43	486209	
FUNCTION 4 LLC		31.00	486281	
				31.43*
COUNTY TREASURER				
UNITED STATES POSTAL SERVICE		99.79	486209	
FUNCTION 4 LLC		62.00	486281	
				161.79*
PRINTING DEPARTMENT				
OFFICE DEPOT		76.99	486163	
FUNCTION 4 LLC		350.00	486281	
LINDENMEYR MUNROE		130.36	486310	

PGM: GMCOMMV2	DATE		PAGE: 3
NAME	09-07-2021	AMOUNT	CHECK NO. TOTAL
BOSWORTH PAPERS		1,805.00	486311
PURCHASING DEPARTMENT			2,362.35*
BEAUMONT ENTERPRISE		97.51	486137
BEAUMONT ENTERPRISE		157.94	486138
PORT ARTHUR NEWS, INC.		501.08	486167
UNITED STATES POSTAL SERVICE		:86	486209
FUNCTION 4 LLC		31.00	486281
GENERAL SERVICES			788.39*
CASH ADVANCE ACCOUNT		50.00	486153
TIME WARNER COMMUNICATIONS		636.68	486183
ADVANCED STAFFING		78.00	486195
SUPERIOR PRESS		1,308.13	486254
LJA ENGINEERING INC		1,902.67	486262
FIBERLIGHT LLC		1,998.75	486309
DATA PROCESSING			5,974.23*
OFFICE DEPOT		62.92	486163
CDW COMPUTER CENTERS, INC.		1,158.34	486198
FUNCTION 4 LLC		31.00	486281
VOTERS REGISTRATION DEPT			1,252.26*
UNITED STATES POSTAL SERVICE		185.32	486209
FUNCTION 4 LLC		31.00	486281
AMG PRINTING & MAILING LLC		1,999.98	486285
ELECTIONS DEPARTMENT			2,216.30*
HART INTER CIVIC		2,891.67	486147
ENTERPRISE RENT-A-CAR		203.44	486244
FUNCTION 4 LLC		31.00	486281
DISTRICT ATTORNEY			3,126.11*
UNITED STATES POSTAL SERVICE		99.72	486209
FUNCTION 4 LLC		155.00	486281
DISTRICT CLERK			254.72*
OFFICE DEPOT		374.72	486163
UNITED STATES POSTAL SERVICE		218.98	486209
FUNCTION 4 LLC		31.00	486281
CRIMINAL DISTRICT COURT			624.70*
UNITED STATES POSTAL SERVICE		8.55	486209
TURK LAW FIRM		875.00	486266
FUNCTION 4 LLC		62.00	486281
58TH DISTRICT COURT			945.55*
FUNCTION 4 LLC		31.00	486281
60TH DISTRICT COURT			31.00*
FUNCTION 4 LLC		31.00	486281
136TH DISTRICT COURT			31.00*
UNITED STATES POSTAL SERVICE		5.99	486209
FUNCTION 4 LLC		31.00	486281
172ND DISTRICT COURT			36.99*
FUNCTION 4 LLC		31.00	486281
252ND DISTRICT COURT			31.00*

PGM: GMCOMMV2	DATE 09-07-2021	AMOUNT	CHECK NO.	PAGE: 4 463 TOTAL
UNITED STATES POSTAL SERVICE		.94	486209	
JOEL WEBB VAZQUEZ		1,600.00	486229	
FUNCTION 4 LLC		62.00	486281	1,662.94*
279TH DISTRICT COURT				
PHILLIP DOWDEN		880.00	486118	
NATHAN REYNOLDS, JR.		220.00	486173	
CHARLES ROJAS		220.00	486200	
UNITED STATES POSTAL SERVICE		.51	486209	
TONYA CONNELL TOUPS		550.00	486242	
FUNCTION 4 LLC		31.00	486281	
THE LOUREL LAW GROUP PLLC		275.00	486314	2,176.51*
317TH DISTRICT COURT				
ANITA F. PROVO		500.00	486172	
FUNCTION 4 LLC		31.00	486281	531.00*
JUSTICE COURT-PCT 1 PL 1				
TEXAS STATE UNIVERSITY SAN MARS		50.00	486180	
UNITED STATES POSTAL SERVICE		22.51	486209	
FUNCTION 4 LLC		31.00	486281	103.51*
JUSTICE COURT-PCT 1 PL 2				
FUNCTION 4 LLC		31.00	486281	31.00*
JUSTICE COURT-PCT 2				
OFFICE DEPOT		135.86	486163	135.86*
JUSTICE COURT-PCT 4				
FUNCTION 4 LLC		31.00	486281	31.00*
JUSTICE COURT-PCT 6				
UNITED STATES POSTAL SERVICE		22.59	486209	
FUNCTION 4 LLC		31.00	486281	53.59*
JUSTICE COURT-PCT 7				
HERFF JONES		207.45	486131	207.45*
JUSTICE OF PEACE PCT. 8				
UNITED STATES POSTAL SERVICE		61.48	486210	
FUNCTION 4 LLC		31.00	486281	92.48*
COUNTY COURT AT LAW NO.1				
LEXIS-NEXIS		83.00	486211	
FUNCTION 4 LLC		31.00	486281	114.00*
COUNTY COURT AT LAW NO. 2				
JACK LAWRENCE		250.00	486115	
BRUCE W. COBB		500.00	486128	
MARVA PROVO		550.00	486171	
JOHN D WEST		650.00	486202	
UNITED STATES POSTAL SERVICE		13.35	486209	
FUNCTION 4 LLC		31.00	486281	1,994.35*
COUNTY COURT AT LAW NO. 3				
NATHAN REYNOLDS, JR.		300.00	486173	
JOHN D WEST		650.00	486202	
UNITED STATES POSTAL SERVICE		10.70	486209	
LANGSTON ADAMS		300.00	486219	
ANTOINE FREEMAN		250.00	486243	
FUNCTION 4 LLC		31.00	486281	1,541.70*
COURT MASTER				

PGM: GMCOMMV2	DATE 09-07-2021	PAGE: 5 464
NAME	AMOUNT	CHECK NO. TOTAL
KENT W JOHNS	1,000.00	486257
FUNCTION 4 LLC	31.00	486281
MEDIATION CENTER		1,031.00*
UNITED STATES POSTAL SERVICE	4.08	486209
FUNCTION 4 LLC	31.00	486281
COMMUNITY SUPERVISION		35.08*
FUNCTION 4 LLC	124.00	486281
SHERIFF'S DEPARTMENT		124.00*
EQUINE MEDICINE & SURGERY	90.00	486139
FED EX	24.49	486141
OFFICE DEPOT	983.88	486163
SAM'S WESTERN WEAR, INC.	358.70	486175
AT&T	328.10	486181
CDW COMPUTER CENTERS, INC.	196.38	486198
UNITED STATES POSTAL SERVICE	960.99	486209
SHI GOVERNMENT SOLUTIONS, INC.	1.79	486213
FUNCTION 4 LLC	310.00	486281
ANIMAL MEDICAL & SURGICAL HOSPITAL	252.50	486318
CRIME LABORATORY		3,506.83*
FED EX	24.31	486142
CASH ADVANCE ACCOUNT	815.92	486153
OFFICE DEPOT	103.86	486163
HENRY SCHEIN, INC.	318.40	486177
VERIZON WIRELESS	37.99	486206
FUNCTION 4 LLC	31.00	486281
JAIL - NO. 2		1,331.48*
ENTERGY	39,273.85	486145
JACK BROOKS REGIONAL AIRPORT	750.75	486152
M&D SUPPLY	27.59	486157
OFFICE DEPOT	163.53	486163
OVERHEAD DOOR CO.	254.25	486164
AT&T	1,050.39	486181
INTERCONTINENTAL JET CORP	1,744.53	486231
WORLD FUEL SERVICES	1,289.08	486250
A1 FILTER SERVICE COMPANY	765.20	486261
CONSTELLATION NEWENERGY - GAS DIVIS	2,132.82	486269
CINTAS CORPORATION	454.68	486275
FUNCTION 4 LLC	217.00	486281
CORRHEALTH LLC	382,992.66	486288
THOM DUNCAN AVIONICS LLC	3,000.00	486298
BOEING DISTRIBUTION, INC	5,588.64	486306
JUVENILE PROBATION DEPT.		439,704.97*
UNITED STATES POSTAL SERVICE	12.60	486209
LYNN BIERHALTER	100.80	486233
TANISHA GRIFFIN	145.32	486273
FUNCTION 4 LLC	93.00	486281
EDWIN JAY FRANK	167.44	486289
TRISH DAVIS	84.11	486293
JUVENILE DETENTION HOME		603.27*
MOORE SERVICE CO., INC.	1,795.00	486159
AT&T	712.71	486181
FLOWERS FOODS	59.78	486225
BEN E KEITH FOODS	532.40	486226
AMERICAN RED CROSS	160.00	486274
FUNCTION 4 LLC	31.00	486281
CONSTABLE PCT 1		3,290.89*
UNITED STATES POSTAL SERVICE	11.16	486209

PGM: GMCOMMV2	DATE 09-07-2021		PAGE: 6
NAME	AMOUNT	CHECK NO.	TOTAL ⁴⁶⁵
FUNCTION 4 LLC	31.00	486281	42.16*
CONSTABLE-PCT 4			
HERRERA'S EMERGENCY LIGHTING	190.00	486222	
FUNCTION 4 LLC	31.00	486281	221.00*
CONSTABLE-PCT 6			
UNITED STATES POSTAL SERVICE	17.34	486209	
FUNCTION 4 LLC	31.00	486281	48.34*
CONSTABLE PCT. 7			
KIRKSEY'S SPRINT PRINTING	38.15	486155	38.15*
CONSTABLE PCT. 8			
FUNCTION 4 LLC	31.00	486281	31.00*
AGRICULTURE EXTENSION SVC			
FUNCTION 4 LLC	31.00	486281	31.00*
HEALTH AND WELFARE NO. 1			
BROUSSARD'S MORTUARY	3,000.00	486121	
CLAYBAR FUNERAL HOME, INC.	1,500.00	486125	
COMMUNITY FUNERAL CHAPEL, INC.	1,500.00	486132	
ENTERGY	70.00	486146	
CLAYBAR HAVEN OF REST	2,080.00	486207	
UNITED STATES POSTAL SERVICE	63.06	486209	
RACHEL DRAGULSKI	21.28	486218	
PROCTOR'S MORTUARY INC	1,500.00	486251	
FUNCTION 4 LLC	62.00	486281	
TEXAS MEDICAL LIABILITY TRUST	976.50	486308	10,772.84*
HEALTH AND WELFARE NO. 2			
CLAYBAR FUNERAL HOME, INC.	1,040.00	486126	
LEVINGSTON FUNERAL HOME	1,500.00	486156	
TIME WARNER COMMUNICATIONS	147.91	486184	
UNITED STATES POSTAL SERVICE	23.54	486209	
UNITED STATES POSTAL SERVICE	42.60	486210	
PROCTOR'S MORTUARY INC	1,500.00	486252	
FUNCTION 4 LLC	62.00	486281	
TEXAS MEDICAL LIABILITY TRUST	976.50	486308	5,292.55*
NURSE PRACTITIONER			
FUNCTION 4 LLC	31.00	486281	31.00*
ENVIRONMENTAL CONTROL			
AT&T	35.19	486181	
FUNCTION 4 LLC	31.00	486281	66.19*
INDIGENT MEDICAL SERVICES			
JAMIE GROGAN	1,200.00	486305	1,200.00*
MAINTENANCE-BEAUMONT			
AAA LOCK & SAFE	95.00	486109	
JOHNSTONE SUPPLY	212.37	486116	
CITY OF BEAUMONT - WATER DEPT.	127.29	486122	
COBURN SUPPLY COMPANY INC	193.74	486129	
ECOLAB	209.95	486135	
W.W. GRAINGER, INC.	110.29	486144	
ENTERGY	417.57	486145	
M&D SUPPLY	47.90	486157	
RALPH'S INDUSTRIAL ELECTRONICS	99.10	486174	
SANITARY SUPPLY, INC.	196.38	486176	

PGM: GMCOMMV2	DATE 09-07-2021	PAGE: 7 466
NAME	AMOUNT	CHECK NO. TOTAL
ACE IMAGEWEAR	224.45	486178
AT&T	407.52	486181
TIME WARNER COMMUNICATIONS	137.95	486186
A1 FILTER SERVICE COMPANY	732.70	486261
FUNCTION 4 LLC	31.00	486281
REXEL USA INC	209.24	486287
DEEP SOUTH CRANE & RIGGING, LLC	1,860.00	486294
UNITED REFRIGERATION INC	196.34	486307
		5,508.79*
MAINTENANCE-PORT ARTHUR		
CITY OF PORT ARTHUR - WATER DEPT.	607.93	486123
COBURN SUPPLY COMPANY INC	268.57	486129
NOACK LOCKSMITH	35.00	486161
SOLAR	166.55	486214
TEXAS GAS SERVICE	465.79	486220
BAKER DISTRIBUTING COMPANY	9.50	486224
ATTABOY TERMITE & PEST CONTROL	144.72	486249
PARKER LUMBER	393.25	486253
NORTHERN TOOL AND EQUIPMENT	284.99	486260
FUNCTION 4 LLC	93.00	486281
VECTOR SECURITY	660.00	486284
THE HOME DEPOT PRO	977.87	486299
COTTON CARGO	322.50	486300
		4,429.67*
MAINTENANCE-MID COUNTY		
CITY OF NEDERLAND	76.32	486124
ENTERGY	394.17	486145
ACE IMAGEWEAR	72.98	486178
AT&T	716.84	486181
FUNCTION 4 LLC	31.00	486281
		1,291.31*
SERVICE CENTER		
SPIDLE & SPIDLE	11,499.48	486114
HI-LINE	77.85	486148
J.K. CHEVROLET CO.	182.57	486151
KINSEL FORD, INC.	253.50	486154
MUNRO'S	185.07	486160
PHILPOTT MOTORS, INC.	287.49	486165
SANITARY SUPPLY, INC.	134.79	486176
UNITED PARCEL SERVICE	107.13	486189
FASTENAL	497.95	486196
JEFFERSON CTY. TAX OFFICE	7.50	486203
JEFFERSON CTY. TAX OFFICE	7.50	486204
JEFFERSON CTY. TAX OFFICE	7.50	486205
SHI GOVERNMENT SOLUTIONS, INC.	383.91	486213
LOWE'S HOME CENTERS, INC.	372.10	486216
BUMPER TO BUMPER	1,777.49	486230
AIRPORT GULF TOWING LLC	125.00	486232
AMERICAN TIRE DISTRIBUTORS	2,464.16	486245
MIGHTY OF SOUTHEAST TEXAS	224.76	486259
SPANKY'S WRECKER SERVICE INC	450.00	486263
ADVANCE AUTO PARTS	406.59	486268
DENNIS LOWE	119.90	486276
FUNCTION 4 LLC	31.00	486281
O'REILLY AUTO PARTS	65.75	486290
		19,668.99*
VETERANS SERVICE		
UNITED STATES POSTAL SERVICE	2.60	486209
FUNCTION 4 LLC	62.00	486281
		64.60*
		534,744.64**
MOSQUITO CONTROL FUND		
CITY OF NEDERLAND	39.78	486124
JACK BROOKS REGIONAL AIRPORT	67.40	486152
MUNRO'S	84.19	486160
OFFICE DEPOT	447.97	486163
AT&T	35.19	486181
PETROLEUM SOLUTIONS, INC.	91.77	486228

PGM: GMCOMMV2	DATE 09-07-2021		PAGE: 8 467
NAME	AMOUNT	CHECK NO.	TOTAL
FUNCTION 4 LLC	31.00	486281	
NUTRIEN AG SOLUTIONS, INC	6,004.80	486297	6,802.10**
FEMA EMERGENCY			
ARCHITECTURAL ALLIANCE, INC.	769.60	486119	
MCINNIS CONSTRUCTION INC	53,666.50	486240	54,436.10**
FAMILY GROUP CONFERENCING			
FUNCTION 4 LLC	31.00	486281	31.00**
SECURITY FEE FUND			
ALLIED UNIVERSAL SECURITY SERVICES	9,529.40	486304	9,529.40**
LAW LIBRARY FUND			
FUNCTION 4 LLC	31.00	486281	31.00**
EMPG GRANT			
TIME WARNER COMMUNICATIONS	112.57	486185	
FUNCTION 4 LLC	31.00	486281	143.57**
GRANT A STATE AID			
CASH ADVANCE ACCOUNT	340.52	486153	
HAYS COUNTY	12,214.00	486193	12,554.52**
COMMUNITY SUPERVISION FND			
OFFICE DEPOT	764.72	486163	
UNITED STATES POSTAL SERVICE	47.00	486209	
UNITED STATES POSTAL SERVICE	160.23	486210	
SHI GOVERNMENT SOLUTIONS, INC.	1,323.63	486213	
JCCSC	125.00	486255	2,420.58**
JEFF. CO. WOMEN'S CENTER			
CITY OF BEAUMONT - WATER DEPT.	1,164.00	486122	
ISI COMMERCIAL REFRIGERATION	310.56	486150	
KIM MCKINNEY, LPC, LMFT	75.00	486158	
PREMIUM PLUMBING	153.84	486170	
SYSCO FOOD SERVICES, INC.	1,111.02	486182	
BURT WALKER PARTNERS, LTD	4,500.00	486190	
PETTY CASH - RESTITUTION I	41.65	486191	
TEXAS FIRE & COMMUNICATIONS	270.27	486201	
CLEAN HARBORS ENVIROMENTAL SERVICES	76.05	486221	
BEN E KEITH FOODS	1,112.70	486227	
SAM'S CLUB DIRECT	215.98	486265	
MATERA PAPER COMPANY INC	807.96	486271	
FUNCTION 4 LLC	62.00	486281	9,901.03**
DWI PRETRIAL DIVERSION			
REDWOOD TOXICOLOGY LABORATORY	1,795.50	486235	1,795.50**
COMMUNITY CORRECTIONS PRG			
M&D SUPPLY	318.01	486157	
LOWE'S HOME CENTERS, INC.	234.64	486216	
FUNCTION 4 LLC	31.00	486281	583.65**
DRUG DIVERSION PROGRAM			
FUNCTION 4 LLC	31.00	486281	31.00**
JAG GRANTS			
SHI GOVERNMENT SOLUTIONS, INC.	238.87	486213	238.87**
LAW OFFICER TRAINING GRT			

PGM: GMCOMMV2	DATE 09-07-2021	AMOUNT	CHECK NO.	PAGE: 9 468 TOTAL
OFFICE DEPOT		132.00	486163	
NATIONAL ACADEMY FOR PROFESSIONAL		290.00	486217	
AARON EWING		49.02	486316	471.02**
COUNTY CLERK - RECORD MGT				
MANATRON		11,584.24	486238	11,584.24**
DRUG INTERVENTION COURT				
CORRECTIONAL COUNSELING, INC.		1,498.52	486113	
REDWOOD TOXICOLOGY LABORATORY		1,854.50	486235	3,353.02**
COUNTY RECORDS MANAGEMENT				
EAST TEXAS HISTORICAL ASSOCIATION		50.00	486134	
BEAUMONT HERITAGE SOCIETY		100.00	486223	
HHM & ASSOCIATES, INC.		2,499.00	486312	2,649.00**
DEPUTY SHERIFF EDUCATION				
TXFACT, LLC		595.00	486282	595.00**
CONST. PCT. 8 EDUCATION				
CASH ADVANCE ACCOUNT		892.16	486153	892.16**
HOTEL OCCUPANCY TAX FUND				
THERMACON SERVICE		475.00	486117	
CITY OF BEAUMONT - WATER DEPT.		83.40	486122	
CASH ADVANCE ACCOUNT		721.68	486153	
M&D SUPPLY		15.74	486157	
MUNRO'S		179.27	486160	
PORT ARTHUR NEWS, INC.		174.00	486168	
UNITED STATES POSTAL SERVICE		12.46	486209	
MATERA PAPER COMPANY INC		103.37	486271	
FUNCTION 4 LLC		31.00	486281	1,795.92**
DISTRICT CLK RECORDS MGMT				
FUNCTION 4 LLC		62.00	486281	62.00**
AIRPORT FUND				
SPIDLE & SPIDLE		1,285.39	486114	
CITY OF NEDERLAND		334.02	486124	
COASTAL WELDING SUPPLY		45.23	486127	
EASTEX RUBBER & GASKET		169.51	486136	
OFFICE DEPOT		83.01	486163	
RALPH'S INDUSTRIAL ELECTRONICS		724.48	486174	
BUBBA'S AIR CONDITIONING		108.75	486192	
CDW COMPUTER CENTERS, INC.		92.99	486198	
UNITED STATES POSTAL SERVICE		.43	486209	
SHI GOVERNMENT SOLUTIONS, INC.		120.33	486213	
WESTEND HARDWARE CO		45.97	486215	
LOWE'S HOME CENTERS, INC.		15.66	486216	
MODERN AG PRODUCTS LTD		1,685.40	486236	
PAX SUPPLY		17.00	486239	
ATTABOY TERMITE & PEST CONTROL		19.06	486249	
CRAWFORD ELECTRIC SUPPLY COMPANY		180.49	486267	
SOUTHEAST TEXAS PARTS AND EQUIPMENT		31.96	486272	
FUNCTION 4 LLC		62.00	486281	
M&R FLEET SERVICES, INC.		1,664.46	486291	
TITAN AVIATION FUELS		52,897.26	486292	
THE HOME DEPOT PRO		735.34	486299	60,318.74**
SE TX EMP. BENEFIT POOL				
EXPRESS SCRIPTS INC		86,748.24	486286	86,748.24**
PAYROLL FUND				

PGM: GMCOMMV2	DATE 09-07-2021	PAGE: 10 469
NAME	AMOUNT	CHECK NO. TOTAL
JEFFERSON CTY. - FLEXIBLE SPENDING	13,177.00	486088
CLEAT	306.00	486089
JEFFERSON CTY. TREASURER	13,110.92	486090
RON STADTMUELLER - CHAPTER 13	182.31	486091
INTERNAL REVENUE SERVICE	208.00	486092
JEFFERSON CTY. ASSN. OF D.S. & C.O.	4,040.00	486093
JEFFERSON CTY. COMMUNITY SUP.	8,985.52	486094
JEFFERSON CTY. TREASURER - HEALTH	528,954.33	486095
JEFFERSON CTY. TREASURER - GENERAL	10.00	486096
JEFFERSON CTY. TREASURER - PAYROLL	1,853,317.22	486097
JEFFERSON CTY. TREASURER - PAYROLL	641,360.99	486098
MONEY LIFE INSURANCE OF AMERICA	72.54	486099
POLICE & FIRE FIGHTERS' ASSOCIATION	1,801.28	486100
JEFFERSON CTY. TREASURER - TCDRS	731,848.83	486101
JEFFERSON COUNTY TREASURER	2,952.52	486102
JEFFERSON COUNTY - TREASURER -	7,741.82	486103
NECHES FEDERAL CREDIT UNION	35,048.16	486104
JEFFERSON COUNTY - NATIONWIDE	59,116.93	486105
JOHN TALTON	600.00	486106
INVESCO INVESTMENT SERVICES, INC	1,094.99	486107
NORTH CAROLINA DEPT OF REVENUE	161.36	486108
EDWARD J. COCKRELL	909.94	486130
		3,905,000.66**
ARRC CORONAVIRUS RECOVERY		
ATTABOY TERMITE & PEST CONTROL	210.00	486249
EASTEX ASSETS LLC	13,000.00	486317
		13,210.00**
J C ASSISTANCE DISTRICT 4		
ENTERGY	8.76	486145
		8.76**
DISTRICT CRT RECORDS TECH		
CDW COMPUTER CENTERS, INC.	957.89	486198
		957.89**
MARINE DIVISION		
CITY OF NEDERLAND	20.90	486124
JACK BROOKS REGIONAL AIRPORT	152.46	486152
BOEING DISTRIBUTION, INC	520.68	486306
		694.04**
SHERIFF-SPINDLETOP GRANT		
GT DISTRIBUTORS, INC.	997.99	486143
		997.99**
		4,837,594.34***

From: [Kathi Hughes](#)
To: ["Fran Lee"](#)
Cc: pswain@co.jefferson.tx.us
Subject: Agenda Request
Date: Wednesday, September 1, 2021 12:10:27 PM

Fran,

As you know we have had major issues with Johnson control, the winter storm and separation from Ford Park's phone system which has caused my budget to be stretched. This has caused us to spend more money in repairs, electric bills and new equipment. Patrick negotiated with Johnson control and they are covering the cost of the three new HVAC units. Due to spending money on non-budgeted expenses the visitors center needs funds moved for building & grounds projects and overages in electricity and phone line items.

I spoke with Commissioner Alfred and explained the above. I was requesting to move some of the funds out of the HVAC capital line item because the cost of the units was being paid by Johnson Control and not out of that line item. He was ok with it. Please let me know if I need to do anything else.

Needed:

\$4,500 Electricity 286.8040.465.4056 due to Johnson Control	To cover overages
\$1,000 Telephone 280.8040.465.4054 due to switching over phone system	To cover overages
\$103.87 280.8040.465.2005 Unemployment in the budget Compensation	To cover an overage

Sub Total \$5603.87

\$1,319.83 Building & Grounds 286.8040.465.4009 prior to new units being installed (one day we had to have freon to get us through the weekend)	To cover work done

\$1,490.00 Building & Grounds 286.8040.465.4009 Inc - to replace bolts and washers because the polls are swaying in the wind and it is causing stress on the structure.	D & S Sign & Supply,

\$2960.00 Building & Grounds 286.8040.465.4009 Inc - LED Retrofit – to repair the neon sign above the front doors. If we just replace the blown bulbs it will be half of the cost to retro fit the sign. LED	D & S Signs & Supply,

Retrofit is cost effective in the long run in replacement of bulbs as well as electricity.

\$2,000 Building & Grounds 286.8040.465.4009 El Irrigation – to repair damage from freeze needing

Fran, I spoke with Deb, she said the quote below would come out of capital. Patrick confirmed it does need to go to court because there is money there but it was not a pre-approved expenditure.

\$6,852.00 Capital Building & Grounds 286.8040.465.6014 Grinnell Computers & Security– The new updated camera system is cost effective in the long run and much better quality. The system we have is obsolete and they have been piece milling it for the last couple years. We have a couple cameras down and need to add one to oversee the monuments and Beaumont sign. We have caught people on the top and jumping off of it.

I would like to move:

Total needed \$20,225.70

From

\$700 Clothing 286.8040465.3017

\$3,500 Janitorial 286.8040465.3044

\$600 Travel 286.8040465.5062

\$6,000 Extra Help 286.8040465.1005

\$9,425.70 Building & Grounds Capital 286.8040465.6014

Total \$20,225.70

Is this too late to turn into for Commissioner's Court next week? Let me know, thanks for your hard work.

-Kathi

Total \$13,302

Kathi Weathington Hughes, Director
Ben J. Rogers Regional Visitors Center, Jefferson County
5055 IH-10 South
Beaumont, TX 77705
Office 409/842-0500
Cellular 409/679-2808
Fax 409/842-0501

"Welcoming the World to Southeast Texas!"



Jefferson County



Precinct Four

Everette "Bo" Alfred
Commissioner

P.O. Box 4025
Beaumont, Texas 77704-4025
409-835-8443 phone
www.co.jefferson.tx.us/prct4/index.html

MEMO

TO: Ms. Fran Lee, Purchasing

FROM: Commissioner Everette Alfred

DATE: August 31, 2021

RE: **Transfer Funds**

Please transfer the following into account # 114-0405-431.40-18 (Road Machinery) for additional cost of equipment repairs.

- **\$3,400** from account # 114-0402-431.10-05 (Extra Help)
- **\$2,800** from account # 114-0402-431.10-28 (Laborers)
- **\$1,300** from account # 114-0406-431.30-19 (Culverts and pipe)
- **\$1,500** from account # 114-0406-431.30-48 (Lumber)
- **\$1,000** from account # 114-0405-431.30-35 (Kerosene / Butane)

Thank you.

EA/nr

MEMORANDUM

TO: COMMISSIONERS COURT
FROM: FRAN LEE
SUBJECT: BUDGET AMENDMENT
DATE: SEPTEMBER 2, 2021

The following budget amendment for 279nd District Court is necessary for additional cost for indigent defense.

120-2038-412-5079 Juvenile Attorney Fees \$25,000

110-2027-412-5055	Petit Jurors	\$25,000

2021 Negotiations between
 Jefferson County,
 Jefferson County Sheriff
 &
 Jefferson County Sheriff's Association

BARGAINING EXTENSION AGREEMENTS #1

Pursuant to Texas Local Gov't Code 174.152(b), the parties hereby agree to extend the Pre-Impasse bargaining period for an additional 15 days, or until September 15, 2021.

Agreed this _____ day of _____, 2021:

 For Jefferson County

 Jefferson County Sheriff's Assn.

 Jefferson County Sheriff

**AGENDA ITEM****September 7, 2021**

Consider, possibly approve and receive a donation of furniture from the Golden Triangle Business Roundtable (GTBR) for the Emergency Center.



August 18, 2021

Jefferson County Emergency Management
1149 Pearl Street
Beaumont, Texas 77701

W. Dennis Isaacs
Executive Director

Re: Donation of Furniture

Dan Misko
Chair

To Whom it May Concern,

Vacant
Secretary/Treasurer

As the Golden Triangle Business Roundtable (GTBR) transitions its operational management under the Industrial Safety Training Council (ISTC), it will also be relocating its headquarters to ISTC's offices at 3749 Highway 69 North in Beaumont, Texas. Amid this transition, the GTBR will no longer have a need for the office furniture housed at the current GTBR office location at 2901 Turtle Creek Drive, Suite 440 in Port Arthur, Texas.

Greg Bromenshenkel
Safety Chair

As Chairman of the Board of Directors, I am happy to announce that the GTBR wishes to donate the furniture to the new Jefferson County Emergency Operations Center. The good faith estimate of the furniture is \$3000. The donated furniture consists of the following:

Claire Jackson
Communications Chair

Eric Miller
Environmental Chair

- Executive Office Suite
- Administrative Office Suite
- Conference Room Suite
- Waiting Room chairs and end table
- Storage Furniture

John Durkay
Legal Counsel

W. Dennis Isaacs
Program Chair

The donation of furniture should be executed by September 30, 2021 as the GTBR will be closing their doors in Port Arthur, Texas at that time. It is our hope that this donation will serve the needs of the Jefferson County EOC as they work to prepare for, respond to and recover from disaster and large scale emergencies throughout Southeast Texas.

Kevin Benefield
Turnaround Chair

Sincerely,

Daniel Misko
Board Chairman
Golden Triangle Business Roundtable





PROCLAMATION

STATE OF TEXAS

§
§
§

COMMISSIONERS COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 7th day of September, 2021, on motion made by Everette Alfred, Commissioner of Precinct No. 4, and seconded by Michael Sinegal, Commissioner of Precinct No. 3, the following Proclamation was adopted:

GOLDEN TRIANGLE RETIRED AND SENIOR VOLUNTEER PROGRAM

WHEREAS, the Golden Triangle Retired and Senior Volunteer Program and National RSVP AmeriCorps actively involves over 500,000 men and women aged 55 and older in needed community service; and

WHEREAS, in 2020, close to 500 RSVP volunteers unselfishly contributed 58, 977 hours of service to close to 50 non-profit and government agencies in South East Texas; and

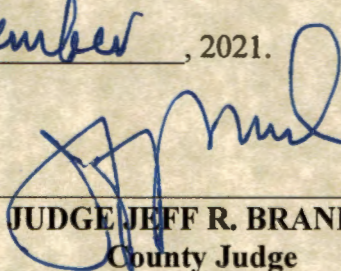
WHEREAS, RSVP volunteers serve the whole community – community and youth, parents, middle generations, and the elderly – by lending their special skills and experiences to Jefferson County programs.

WHEREAS, the mission of Golden Triangle RSVP is “to improve lives, strengthen communities, and foster civic engagement through service and volunteering.” And

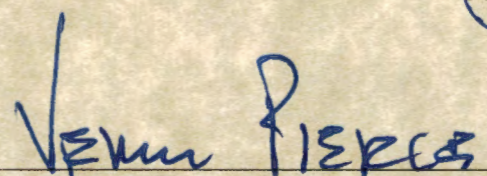
WHEREAS, this Proclamation calls public attention to the value of volunteering in communities;

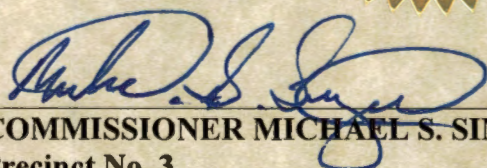
NOW THEREFORE, BE IT RESOLVED that the Commissioners Court of Jefferson County, Texas does hereby proclaim the week of **September 13th – 20th** as **GOLDEN TRIANGLE RETIRED AND SENIOR VOLUNTEER PROGRAM DAY** in JEFFERSON COUNTY.

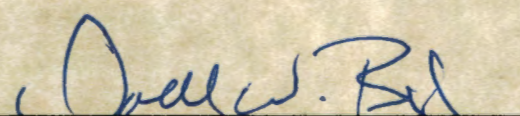
Signed this 7 day of September, 2021.

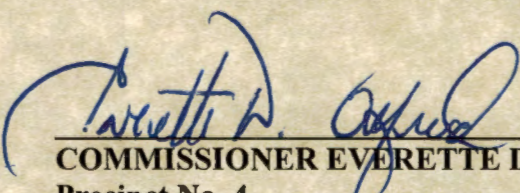

JUDGE JEFF R. BRANICK
County Judge




COMMISSIONER VERNON PIERCE
Precinct No. 1


COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3


COMMISSIONER DARRELL W. BUSH
Precinct No. 2


COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

**AGENDA ITEM****September 7, 2021**

Consider, possibly approve and receive final payment from the Young Men's Business League, in the amount of \$203,470.00, for lease agreement to Jefferson County for use of Ford Park.



7250 Wespark Drive
 Beaumont, Texas 77705
 (409) 832-9991 • Fax (409) 838-0402
www.ymbl.org

August 26, 2021

The Honorable Members of the
 Commissioner's Court of Jefferson County, Texas
 Post Office Box 4025
 Beaumont, Texas 77701

RE: Southeast Texas Entertainment Complex (Ford Park)

Dear Judge Branick and Members of the Commissioner's Court:

Pursuant to the lease agreement between the Young Men's Business League of Beaumont, Texas, Inc. and Jefferson County we have enclosed the remaining payment for our 2021 use of Ford Park.

The enclosed \$203,470.00 payment fulfills our obligation as stipulated in our agreement.

Since our move to Ford Park in 2004 our total payment to Jefferson County has been \$2,665,958.00.

We would like to thank you for your continued support of the YMBL and its many members who work tirelessly to make Jefferson County a wonderful place to live.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chris Colletti".

Chris Colletti
 Executive Vice President

A handwritten signature in blue ink, appearing to read "Jay Johnson".

Jay Johnson
 2021 YMBL President

cc: Bob Wortham, District Attorney
 Patrick Swain, County Auditor

**AGENDA ITEM****September 7, 2021**

Consider, possibly approve and authorize the County Judge to execute TxCDBG Amendment/Modification Request for Contract No. 7218240 extension.



TxCDBG CONTRACT AMENDMENT/MODIFICATION REQUEST

A1101

Grant Recipient Name: Jefferson County Contract No 7218240 Region SETRPC
 Amendment No. 3 Start Date 11/01/2018 End Date 10/31/2021 Contract Amount \$275,000.00

Check all contract provisions to be amended/modified (additional questions appear for some selections):

☐ Exhibit A Performance Statement ☐ Exhibit B Budget ☒ Contract Period (extension) ☐ Special Conditions
☐ Other _____

What changes are proposed for the contract? _____

Why are the proposed revisions requested for this contract?

The current request is for a time extension only. A final quantity of sewer connections and OSSF installations will be provided as a performance statement revision at closeout.

Is the contract on hold for non-compliance with audit, monitoring, or programmatic requirements? TDA concur

For Contract Extension Amendment Requests

Proposed New End Date: 01/30/2022 Length of Requested Extension in Months 3

How many previous extensions have been approved? 2 Total Requested Extension in Months 12

Describe the extenuating circumstances beyond the control of the Grant Recipient that will prevent completion of the project within the current contract period. If a previous extension has been approved, the explanation must address extenuating circumstances **since the previous extension request** was submitted.

The County is on track to complete the original construction contract by the contract end date provided by the original time extension request; however, the County has received numerous additional requests for first time sewer assistance in the last several weeks. Since there are still grant funds available, the County is requesting a 90 day contract extension to incorporate these new locations by change order and, as needed, small purchase.

Provide any other appropriate information about this request in the space below:

The 90 day time extension will allow for the approval in court of the new sewer assistance applications, preparation of the design of each location, preparation of easement documents and sewer system applications for each new location and construction of the sewer connection or OSSF for each location.

Supporting Documents Attached (if applicable):

- ☐ Revised Exhibit A (using track changes)
 ☐ Revised Exhibit B (using track changes)
 ☐ Resolution and Notice of Public Hearing
☐ Engineer's letter
 ☐ Revised Project Map
 ☒ Revised Implementation Schedule
☐ Other _____

By my signature, I certify that the above is true and accurate and hereby request the contract change:

Signature of Authorized Signator

Title

Date

Notifications:

Mailing Address 1149 Pearl Street, 4th Floor, Beaumont TX 77701

Email Address for Grant Recipient jbranick@co.jefferson.tx.us (County Judge)

Other Email Address (list address for persons to be included in notification) f.jackson@co.jefferson.tx.us (Attorney to the County Judge), susan.stover@sbcglobal.net (Grant Administrator)

TDA Action:

☐ Notes Attached

Contract Specialist Approval

Management Approval

Date

Date

COUNTY OF JEFFERSON
STATE OF TEXAS

IN THE COMMISSIONERS COURT
OF JEFFERSON COUNTY, TEXAS

ORDER

On this 7th day of September, 2021, came on to be considered, the setting of the tax rate of Jefferson County, and the Court further finding that at least four members of the Commissioners' Court are now present, as required by law.

It is ORDERED, upon motion made by _____, Commissioner of Precinct No. __, seconded by _____, Commissioner of Precinct No. __ that the tax rate for 2021/2022 shall be:

(1) the debt service tax rate is hereby set at \$.022498 per one hundred dollars valuation for the County's 2021-22 debt service requirements; (2) the maintenance and operations tax rate is hereby set at \$.340686 per one hundred dollars valuation; (3) to maintain the residence homestead exemptions of 20% or \$5,000 and \$40,000 for over 65.

THIS RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEARS'S TAX RATE.

ORDERED and signed this 7th day of September, 2021.

JUDGE JEFF BRANICK
COUNTY JUDGE

COMMISSIONER VERNON PIERCE
PRECINCT NO. 1

COMMISSIONER MICHAEL SINEGAL
PRECINCT NO. 3

COMMISSIONER DARRELL BUSH
PRECINCT NO. 2

COMMISSIONER EVERETTE “BO” ALFRED
PRECINCT NO. 4

JEFFERSON COUNTY, TEXAS



ANNUAL BUDGET FISCAL YEAR 2021-2022

JEFF BRANICK
COUNTY JUDGE

VERNON PIERCE
COMMISSIONER, PCT. 1

DARRELL BUSH
COMMISSIONER, PCT. 2

**MICHAEL "SHANE"
SINEGAL**
COMMISSIONER, PCT. 3

EVERETTE "BO" ALFRED
COMMISSIONER, PCT. 4

PATRICK SWAIN
COUNTY AUDITOR

JEFFERSON COUNTY, TEXAS

ANNUAL BUDGET

This budget will raise more revenue from property taxes than last year's budget by an amount of \$2,565,003, which is a 2.95% increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$3,142,184.

The members of the governing body voted on the budget as follows:

FOR:

AGAINST:

PRESENT and not voting:

ABSENT:



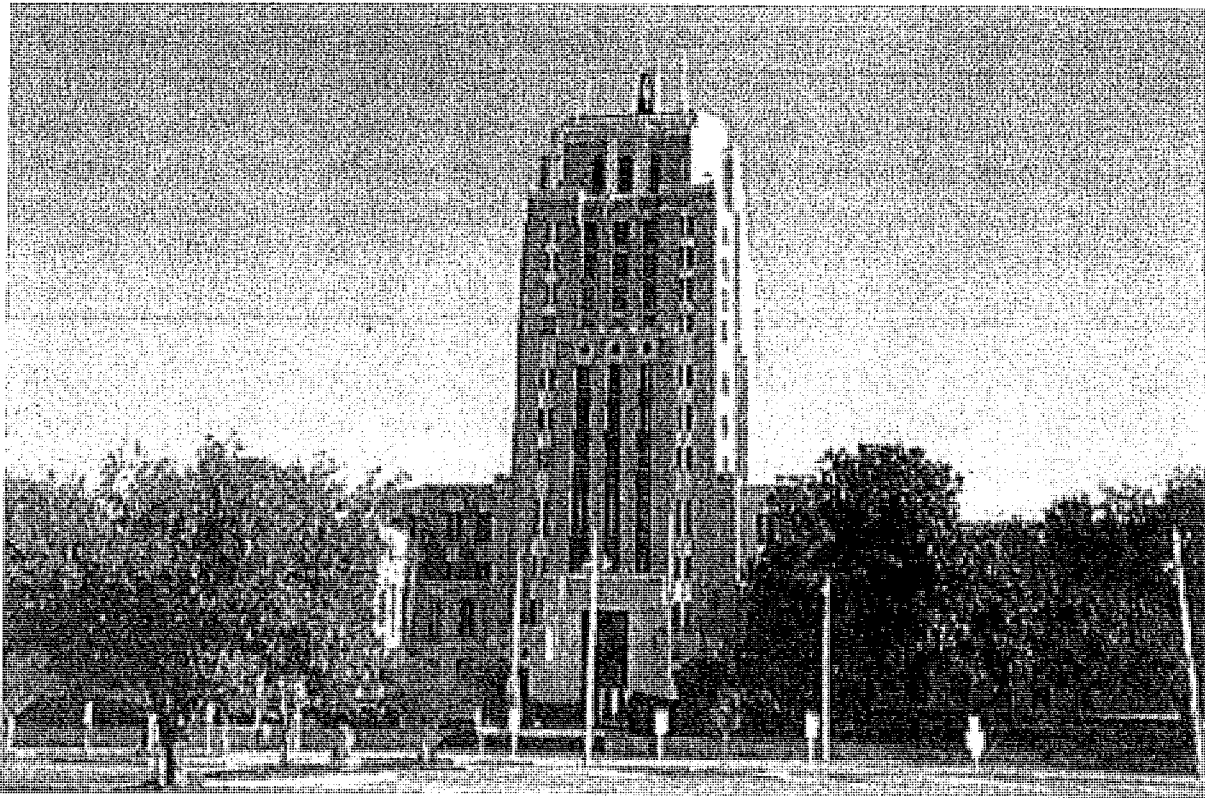
Property Tax Rate Comparison

	2021-2022	2020-2021
Property Tax Rate:	\$0.363184/100	\$0.364977/100
No-New Revenue Tax Rate:	\$0.363184/100	\$0.406506/100
No-New Revenue Maintenance & Operations Tax	\$0.342710/100	\$0.548714/100
Voter-Approval Tax Rate:	\$0.468596/100	\$0.446672/100
Debt Rate:	\$0.022498/100	\$0.024272/100

Total debt obligation for Jefferson County secured by property taxes is \$31,295,000.

FISCAL YEAR 2021-2022

HISTORY OF JEFFERSON COUNTY, TEXAS



Jefferson County Courthouse

Jefferson County is a 937 square mile County situated in the Coastal Plain or Gulf Prairie region of extreme southeastern Texas. The County is comprised of mainly grassy plains, though it has a dense forest belt, marshy saltgrass terrain, and coastal prairie within its boundaries. The area is low and flat with altitudes rising from sea level to approximately 50 feet above. The County has a subtropical humid climate with a mean annual temperature of 69 degrees and averages fifty-three inches of annual rainfall. The average growing season is 225 days a year. Several incorporated towns make up the County including: Beaumont, Bevil Oaks, China, Groves, Nederland, Nome, Port Arthur, Port Neches, and Taylor Landing.

Jefferson County was formed in 1836 and organized in 1837. It was one of the original counties in the Republic of Texas. The first County seat was Jefferson (named after Thomas Jefferson) on the east bank of Cow bayou and was replaced by Beaumont in 1838. The first Jefferson County courthouse was built in 1854 and later became a Confederate hospital during the Civil War. The second courthouse was a 3-story building, built in 1893. It was the County's seat of justice until demolished to make room for the current building. The courthouse as it stands today was built in 1931 for \$1,000,000. Since the building of the original courthouse in 1931, there have been

several extensions. The "New Courthouse" was built in the 1980's, and is attached to the original structure. The County also has a sub-courthouse located in Port Arthur. Other County Buildings and Annexes that house the operations and offices of the government are located at optimal points within the County.

The area that is Jefferson County has been claimed by several different nations. The first inhabitants were the Atakapa Indians, which settled in the Lower Neches and Sabine rivers. The French and Spanish disputed ownership of the area during the eighteenth century, and when the United States acquired Louisiana, the area was under Spanish control as part of the Atascosito District. Anglo settlement began in the area around 1821 with encouragement by the Mexican government. With the formation of the Texas Republic in 1836, residents of the newly formed County sought to increase settlement.

Jefferson County was changed drastically by the discovery of oil at Spindletop in 1901. Almost overnight, the area became a booming economic base for oil exploration and refining. Jefferson County's economy to this day is still rooted in the oil industry. Currently the economy of the County is based primarily on petroleum refining; the production and processing of petrochemicals and other chemicals; the fabrication of steel and steel products; shipping activity; the manufacture of wood, pulp, food and feed products; agriculture; and health care services. The County continues to diversify its economic base.

Jefferson County is the location of one of the fastest-growing industrial areas of Texas. The County endeavors to offer its citizens everything they seek in the way of employment, entertainment, cultural activities, and educational facilities. Jefferson County not only seeks to increase economic development in the area, but also seeks to provide its residents with an enriching community life.

SOURCES:

"JEFFERSON COUNTY." The Handbook of Texas Online.

<<http://www.tsha.utexas.edu/handbook/online/articles/view/JJ/hcj5.html>> [Accessed Thu Sep 7 8:52:03 US/Central 2000].

"A History of Jefferson County, Texas From Wilderness To Reconstruction." W. T. Block, A Master of Arts Thesis at Lamar University. =<http://block.dynip.com/wtblockjr/History%20of%20Jefferson%20County/Introduction.htm> [Accessed Thu Sep 7 8:52:03 US/Central 2000].

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PATRICK SWAIN
COUNTY AUDITOR
 (409) 835-8500



1149 PEARL ST. - 7TH FLOOR
 BEAUMONT, TEXAS 77701

September 7, 2021

Honorable Commissioners' Court:

Jeff Branick, County Judge
 Vernon Pierce, Commissioner, Precinct No. 1
 Darrell Bush, Commissioner, Precinct No. 2
 Michael "Shane" Sinegal, Commissioner, Precinct No. 3
 Everette "Bo" Alfred, Commissioner, Precinct No. 4

The Commissioners' Court of Jefferson County, Texas was committed to adopting a budget for the year 2021-2022, which would not require an increase in the County's overall property tax rate. We are proud to present a budget for the general fund that has increased by 6.4% from the 2020-2021 adjusted budget, and moreover slightly reduces the property tax rate. Therefore, in compliance with Section 111.033, Local Government Code, budget recommendations for fiscal year 2021-2022 are submitted for your consideration and approval.

This budget is prepared on the basis of \$25,923,219,835 of net taxable value, after exemptions, which is an increase of 4.54% over the previous year's net taxable value. The County's tax rate is \$.363184 per \$100 of assessed value, equals the calculated No-new revenue tax rate. Net tax collections are estimated at 99% of the total levy.

The County's \$.363184 tax rate is allocated as follows:

General Fund	.340686
Debt Service	.022498

The fiscal year 2021-2022 budget provides for planned expenditures, net of contingency appropriations, for all operating funds totaling \$161,116,932. Contingencies in the amount of \$900,000 in the General Fund have also been appropriated. Such contingent appropriations are under the control of the Commissioners' Court and shall be distributed by that Court.

The Capital Projects for fiscal year 2021-2022, adopted independently of the operating budget, provides for planned expenditures of \$7,338,280.

Annual budgets are adopted for all funds except for enterprise funds, internal service funds, capital project funds, and certain special revenue funds where funds are designated for a specific purpose as identified in the grant award document, which adopts grant year or project length financial plans.

It is my opinion that the provisions of revenues and expenditures in this budget are adequate and that funds will be on hand to pay the obligations as set forth. All funds are expected to have sufficient resources to operate within the budgets as proposed. It is intended that each County department will operate within its total budget allocation.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Patrick Swain', with a long horizontal flourish extending to the right.

Patrick Swain
County Auditor

BUDGET SUMMARY

BUDGET INITIATIVES, MAJOR GOALS AND ISSUES

The 2021-2022 budget year was a great challenge for the Commissioners' Court of Jefferson County. Commissioners' Court developed the current General Fund budget of \$147,060,513. In addition, Commissioners' Court was able to slightly reduce the property tax rate to .363184 cents per \$100 of taxable valuation, which is equals the No-new revenue tax rate. This property tax rate will enable Jefferson County to continue to provide services to its citizens and promote an atmosphere conducive to economic development within the County.

Budget initiatives for the current operating year include:

Provide a 4% salary increase for Sheriff Association union employees, Constable Association union employees, and all other employees. The increase in cost is approximately \$3.2 million including fringe benefits.

Commissioners' Court will utilize previously transferred funds and available grant funding to complete outstanding capital projects.

Maintain capital expenditures for durable goods to replace needed equipment to necessary levels.

On an on-going basis, County officials review and identify key issues facing the County and determine goals and objectives for the current operating year and the future. For the present and future years, the following represent the Commissioners' Court's list of major goals and issues:

- * Economic Development
- * Transportation Infrastructure
- * Coastal Protection
- * Organizational Development & Improvement

Economic Development - *Enhance the economic development climate in the County for future growth by focusing on workforce training and education, by exploiting our industrial and transportation infrastructure to attract and retain business and industry and utilizing existing legislation to incentivize the attraction of businesses that bring diversification to the economic base.*

Local Industry – Jefferson County is the largest crude & LNG exporter in the U.S. Several large projects are in construction, permitting, and development for the area and the County continues to work with other taxing entities to create a business environment conducive to this growth. These include such notables as Lucite, Air Products, Vitol, Golden Pass Products, OCI, Exxon Mobil, Phillips 66, Sempra Energy, Coastal Caverns,

Energy Transfer Partners, and others that cannot be disclosed at present because of confidentiality agreements.

Petrochemical expansions at the Motiva, Total, and Valero facilities located in Jefferson County represent approximately \$22 billion in project improvements. In addition, hundreds of millions of dollars are being spent on terminal and pipeline facilities to support these projects. Recent rail terminal facility expansions and new construction has significantly increased the transportation of Canadian tar sands oil and bitumen to our area for processing by area refineries. In total, announced expansion projects in our county exceed \$58 billion.

Cheniere, one of two companies with Liquefied Natural Gas Terminals on the border of the Texas/Louisiana Coast, is in the latter stages of construction of a \$10 billion liquefaction facility. Golden Pass LNG opened their terminal in mid 2011. With their opening, our ship channel is now home to over 50% of the nation's LNG capacity. Golden Pass LNG has received a permit allowing it to build a \$10 billion gas liquefaction facility in Jefferson County. Golden Pass LNG has made a final investment decision and has begun construction. Sempra Energy has also begun permitting a multi-billion-dollar liquefaction facility to be built on 3,000 acres of land they currently own in Jefferson County and has entered into agreements for purchase of their LNG with foreign countries. Final investment decision is expected in 2022.

The County continues to work with industry leaders, the Texas Workforce Commission, Lamar Institute of Technology, Lamar University, and non-profit groups to supply a workforce able to handle the growing labor needs of the County. This is critical given the interest of the international community in locating facilities in our county.

Hotel/Motel Tax – The County collects a 2% hotel occupancy tax from Jefferson County hotels. This tax enables the County to enhance tourism in the area by funding a variety of events and projects. The County funds the operational cost of the Ben J. Rogers Regional Visitors' Center with revenue from the Hotel/Motel Tax.

Airport Development – The County continues to collaborate with American Airlines to provide direct flights to the Dallas area to enhance the Airport's operations and link Jefferson County to worldwide destinations. Airport facility renovations are continual as part of the Airport's master plan approved and funded by the FAA. The County has entered into several land lease contracts for economic development of the frontage road property in front of the Airport and construction of several projects are in process.

Transportation Infrastructure – *Provide adequate funding for County infrastructure.*

Sabine-Neches Waterway - The County has participated in a study by the U.S. Army Corps of Engineers into the feasibility of deepening the Sabine-Neches waterway. This

will allow ports in Southeast Texas, the third largest in the nation, to accommodate newer deep draft vessels and thus remain competitive with other ports on the Gulf Coast. Recently, the U.S. Army Corps of Engineers issued their “Chief’s Report” which paves the way for federal funding of this project. The U S House and Senate recently passed legislation, which was signed by the President authorizing the construction of the waterway improvements at a cost in excess of \$1 billion. Congressional appropriations have been approved for engineering and design of the project and construction dollars have been appropriated and construction began in July 2020. The first ‘useable increment” of the deepened ship channel was completed in the fall of 2020. Work is ongoing and is anticipated to last six years.

Coastal Protection – *Provide protection of the County’s natural resources.*

Protection measures – Hurricane Ike destroyed the beach dune system along the 20 miles of Jefferson County coastline. As a result, the 138,000 acres of marsh in Jefferson County are being continually assaulted by normal saltwater tidal changes, which will destroy the marshes’ regenerative growth. This marsh area is critical economically, environmentally, and recreationally, and acts as a significant buffer against hurricane related tidal surges. Jefferson County has collaborated with the U.S. Fish & Wildlife service, the Texas General Land office, Texas Commission on Environmental Quality, and Texas Parks & Wildlife department to address dune restoration issues. Jefferson County is currently working with State and Federal officials to leverage BP Oil Spill funding for coastal restoration projects. Thus far state and federal resources in excess of \$180 million are currently being employed to address the issue and both state and federal officials are committed to further funding. Construction has begun on restoration projects and restoration of the beach dune system is slated to begin Fall 2021. Other projects associated with coastal restoration and protection, including saltwater barriers and siphons that restore freshwater inflows, have recently been completed utilizing BP Oil Spill settlement proceeds, North American Wetlands Conservation Act funds, and other funding.

Organizational Development & Improvement - *Improve services to our citizens through development of employees within the County.*

Services – The County also intends to continue examining our business processes and use of technology to ensure that citizen’s needs are addressed in the most efficient and cost-effective manner possible.

Strategic Planning and Performance Measures – The County continues with development of a strategic plan for enhanced long term budget planning including long range capital projects planning and help to a model of performance measures to assist with the budget process.

BUDGET HIGHLIGHTS

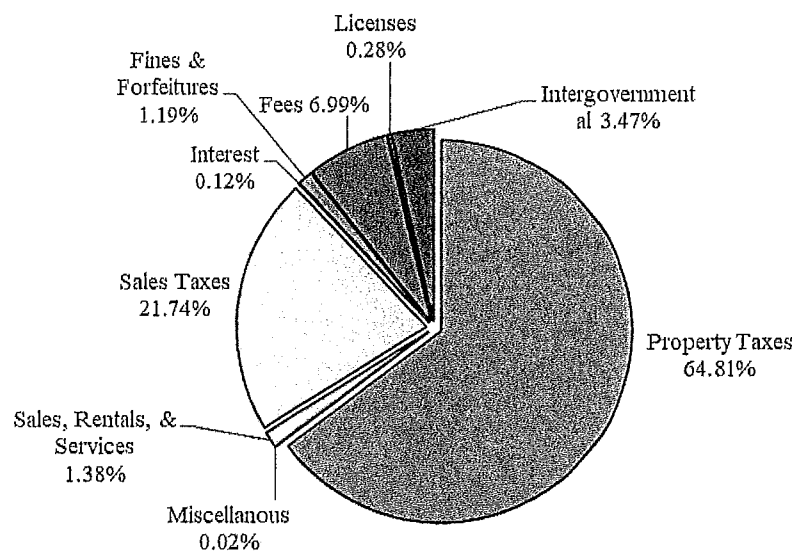
REVENUES

Jefferson County's budgeted revenues for the General Fund, Debt Service Fund, and Special Revenue Funds are derived as follows (excluding other sources):

Revenues by Source - All Funds Summary

	Approved 2020-2021	Approved 2021-2022	Percentage Change
Property Taxes	\$ 89,216,753	\$ 92,577,815	3.77%
Sales Taxes	26,930,000	31,055,000	15.32%
Fees	10,199,937	9,981,775	-2.14%
Licenses	446,500	403,000	-9.74%
Sales, Rentals, & Services	1,978,415	1,976,515	-0.10%
Intergovernmental	4,436,560	4,960,927	11.82%
Fines & Forfeitures	1,600,000	1,705,000	6.56%
Interest	344,577	164,764	-52.18%
Miscellaneous	27,000	27,000	0.00%
Contributions	3,960	3,960	0.00%

Revenues by Source - All Funds Summary Fiscal Year 2021-2022



Property taxes are expected to increase by about \$3.4 million for 2021-2022. This amount is based on a net taxable value of \$25,923,219,835 and an adopted tax rate of \$.363184. The County is anticipating a 99% collection rate for this budget year. This increase is mainly due to increase in valuations for residential and commercial properties. Industrial values continue to be a challenge in association with the uniform and equal provision of the Texas Constitution. The County is hopeful that legislation will be passed to help bridge the gap between market values and appraised values for these commercial and industrial properties. Overall, net taxable values are relatively flat from values from six years ago as a result.

Sales taxes collections are budgeted at \$31,055,000. The County collects ½ cent on all taxable sales within the County. The ½-cent sales tax was adopted in 1989. In addition, the County collects sales tax on alcoholic beverages. The County collects a 2% hotel occupancy tax from area hotels. This tax is used to fund the Ben J. Rogers Regional Visitors' Center as well as tourism grants. Voters adopted a 1-cent sales tax in November 2018 for a special assistance district.

Taxes typically make up about 86% of all revenues for the County. Please refer to page 23 for a ten-year historical account of Tax Revenues by Source.

Fees represent the third largest source of revenue for the County. Fees are anticipated to decrease by 2.14% as a result of decreased activity due to COVID-19. Fees include all departmental fees. Fees depend on the provisions of state law, and are usually mandatory, but occasionally are optional with the approval of Commissioners' Court. Revenues from this source depend on collections by departments, the actions of courts, incidence of offenses, and various other external factors. The County uses historical trends of actual revenue collections to estimate for the current year with making adjustments for any changes in the fee schedules.

Road and Bridge Fees are generated from a \$10 annual assessment at the time of license tag renewal. The Road and Bridge precincts utilize these funds for road construction and maintenance of roads as stipulated by the Texas statutes.

Auto registration fees represent the County's portion of the annual renewal fees for State auto registration. Based upon Chapter 152 of the State Tax Code this fee provides funding for construction, maintenance, bridge construction, purchases of right-of-way, and for relocation of utilities.

Other revenues are made up of licenses, sales, intergovernmental revenue, fines and forfeitures, interest, and other miscellaneous items. The County uses historical trends of

actual revenue collections to estimate for the current year with making adjustments for any changes in circumstances or rates such as interest rates.

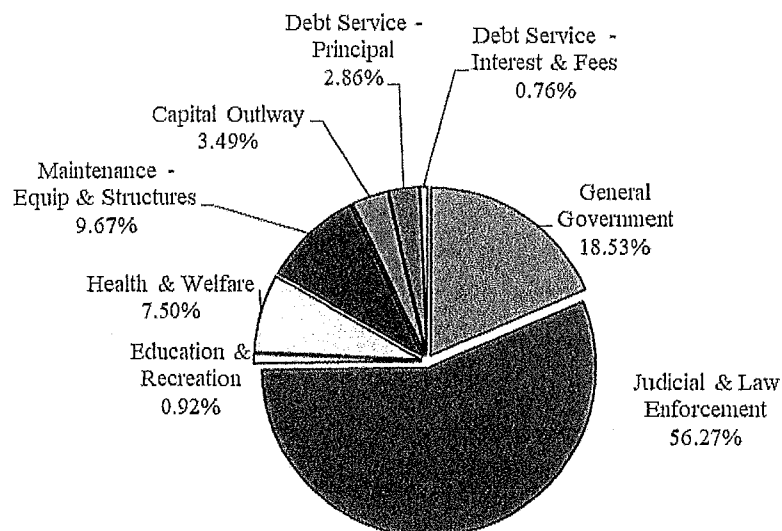
EXPENDITURES

Jefferson County's budgeted expenditures for the General Fund, Debt Service Fund, and Special Revenue Funds are derived as follows (excluding other uses):

Expenditures - All Funds Summary by Function

	Approved 2020-2021	Approved 2021-2022	Percentage Change
General Government	\$27,753,166	\$29,279,566	5.50%
Judicial & Law Enforcement	84,128,002	88,931,936	5.71%
Education & Recreation	1,411,976	1,450,004	2.69%
Health & Welfare	11,648,597	11,864,140	1.85%
Maintenance - Equipment & Structures	14,524,972	15,287,744	5.25%
Capital Outlay	4,205,444	5,523,786	31.35%
Debt Service - Principal	4,270,000	4,515,000	5.74%
Debt Service - Interest and Commission	1,404,350	1,190,850	-15.20%
Debt Service - Transaction Fees	6,000	5,000	-16.67%

Expenditures - All Funds Summary
Budgeted for Fiscal Year 2021-2022



General Fund expenditures make up 90.77% of total budgeted expenditures, while Debt Service makes up 3.52% and Special Revenue funds make up 5.71% percent. The overall change to the budget was an increase of \$9,132,407 from the 2020-2021 approved budget year. This includes \$8.8 million increase related to the General Fund and about \$250,000 increase in Special Revenue funds. The increase from the 2020-2021 approved budget year to 2021-2022 related to the General Fund and will be discussed below. Debt Service had a slight increase. Special Revenue funds have an increase of about \$250,000 with most of the increase occurring for increase grant matches for the Marine Division.

GENERAL FUND

The General Fund is used to account for the general governmental operations of the County. Included in these activities are budgets for the general government, judicial and law enforcement, education and recreation, health and welfare, maintenance of buildings and structures, capital outlay, and special purpose funding. Expenditures for fiscal year 2021-2022 including “transfers out” and contingency appropriation are approved at \$147,060,513. Revenues including “transfers in” are estimated at \$130,251,466.

Property Taxes represent 67% of the revenues generated by the General Fund. In 2021-2022 the budgeted property taxes for the General Fund is expected to increase about \$3.5 million dollars from the prior year’s budget. This increase is mainly due to increase in valuations for residential and commercial properties. Budgeted property tax revenue for 2021-2022 is \$87,023,047 for the General Fund.

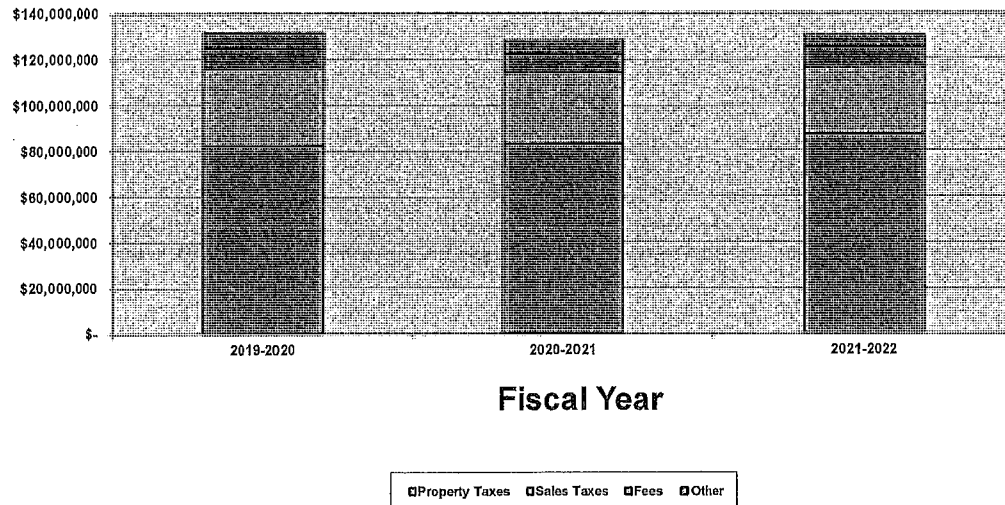
Budgeted sales tax revenue for 2021-2022 is \$29,580,000, which represents 23% of the revenues generated by the General Fund. Revenue from Sales taxes have seen an influx from industrial expansions. The County anticipates revenue from Sales taxes to remain relatively stable to current collections during the 2021-2022 budget year.

Fees collected by the County account for 6% of the General Fund revenues. Estimated revenues for fees are budgeted at \$8,394,960. Fees are expected to remain level or decrease due to the effects of COVID-19 during the 2021-2022 budget year.

Other revenue sources include intergovernmental revenue, contractual payments on the housing of inmates for area cities, and interest revenue. Other revenue sources accounts for 4% of the budgeted General Fund revenues. Estimated revenues for other revenue sources are budgeted at \$5,253,459. Other revenue sources are expected to decrease about 2% with the prior year’s budget. A large portion of the decrease is due to a reduction in interest revenue as a result of very low interest rates.

The following graph shows the relationship of the major revenue sources for fiscal year 2019-2020 through 2021-2022:

General Fund (Revenues)



Expenditures budgeted for the 2021-2022 fiscal year total \$147,060,513 including contingency appropriation and “transfers out”.

General Fund Expenditures by Category

	Percentage of Budget	Approved 2020-2021	Approved 2021-2022	Percentage Change
Personnel Services	67.75%	\$ 95,971,081	\$ 99,634,537	3.82%
Operating Expenditures	27.43%	37,212,763	40,346,746	8.42%
Capital Outlay	2.34%	1,572,094	3,433,868	118.43%
Special Purpose Funding	2.48%	3,457,018	3,645,362	5.45%

Personnel services include salaries, wages, and fringe benefits of Jefferson County employees. The increase is due to a 4% salary increase for Sheriff Association union employees, Constable Association union employees, and all other employees, a 4% increase for Health insurance premiums effective 1/1/2022, and an increase in the employees' retirement rate as set by TCDRS. During 2020-2021, two positions were eliminated. For 2021-2022, four new positions are being created. These positions are being fully funded by reduction in extra help and contractual services. This results in a net increase of two positions over the previous year.

Operating expenditures include all materials and supplies, maintenance and utilities, and miscellaneous services. Departments were diligent in maintaining their budgets as

closely to current levels as possible. A large part of the 8.42% increase is associated with an increase in the jail medical contractual payments, third party inmate housing cost, additional cost for road materials, increase in retirees' health insurance, and increases in other contractual payments.

Capital outlay, which includes all capital equipment purchases over \$5,000 made by the County, increased by \$1,861,774. The County will be replacing or purchasing necessary equipment including equipment purchases in the Road & Bridge departments, and other offices as needed. Other capital outlay needs will be purchased with other funding including grants, where available.

Special Purpose Funding is used to account for expenditures that are non-operational in nature or do not specifically belong to a department. It consists of contingency appropriations and "transfers out". This budget year the following transfers are budgeted: Ford Park - \$1,425,767 and County match for Grant funds - \$1,319,595. Contingency appropriations are budgeted at \$900,000.

In 2021-2022, the County will anticipate utilizing \$16,809,047 of the General Fund reserves to balance the operating requirements of the County. The County's ending available fund balance will be 24.26% of budgeted expenditures, which complies with the County's fund balance policy. The amount that the County will utilize of the General Fund reserves will be used to fund capital outlay and special purpose funding.

General Fund Expenditures by Function

	Percentage of Budget	Approved 2020-2021	Approved 2021-2022	Percentage Change
General Government	20.46%	\$27,113,709	\$28,637,308	5.62%
Judicial & Law Enforcement	59.93%	79,652,440	83,893,289	5.32%
Education & Recreation	0.33%	441,555	458,066	3.74%
Health & Welfare	8.47%	11,648,597	11,864,140	1.85%
Maintenance - Equipment & Structures	10.81%	14,327,543	15,128,480	5.59%

The General Government increase is mainly due to a 4% salary increase for employees, increase in health insurance cost for both active employees and retirees, and an increase in employees' retirement rate. General Government is made up of the administrative functions of the County including the Tax Office, Auditor's Office, County Clerk, County Treasurer, Purchasing, MIS, and others.

Judicial and Law Enforcement increases are in large part due to 4% salary increase for Sheriff Association union employees, Constable Association union employees, and for all other employees. Increases in the employees' retirement rate, health insurance cost, Jail

medical contract cost, and third-party housing of County inmates have also caused increases to this category. During 2020-2021 two positions were eliminated in the Jail due to some reorganization of duties. For 2021-2022, one position is being created for the 317th District Court and funded by eliminating the corresponding contractual payment for this service. This results in a net decrease of one position for this function.

The Education and Recreation Division increase is due to a 4% salary increase to all employees, increase for health insurance costs, and an increase in the employees' retirement rate. The only department for this division is the Agriculture Extension Service, which offers the citizens of Jefferson County access to a wealth of knowledge and experience on agricultural topics.

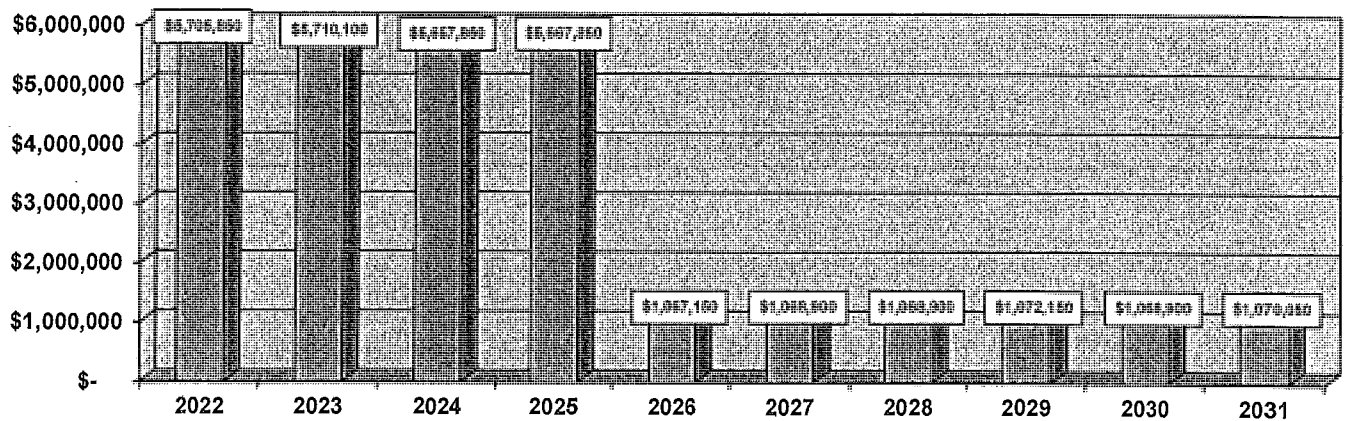
Health & Welfare increase is due to a 4% salary increase to all employees, increase in health insurance costs, and an increase in the employees' retirement rate. Reduction in extra help expenses will fund the cost of three full time positions for Indigent Health Care. This division provides health care for the indigent citizens of the County, support of the child protective services of the State of Texas, mosquito control practices throughout the County, emergency management, and environmental control functions for the County.

Maintenance – Equipment & Structures increase is due to a 4% salary increase to all employees, increase for health insurance cost, an increase in the employees' retirement rate, and increase in purchases of road materials. This division is responsible for the maintenance and operation of all County facilities and roadways.

DEBT SERVICE FUND

The Debt Service Fund is a legally restricted fund utilized to account for revenues recognized to liquidate the debt service requirements for the County's debt. This income is primarily earned through the allocation of property taxes to the fund.

Debt Service Requirements Next 10 Years



On October 1, 2021, the County has debt issues outstanding of \$31,295,000. Revenues are budgeted at \$5,562,668 for 2021-2022, of which 99.9% comes from the allocation of property taxes. The remaining portion of funding to debt service is interest. Expenditures of \$5,710,850 are budgeted to meet the current debt service requirements. The County does not have any plans to issue additional debt for 2021-2022 fiscal year.

SPECIAL REVENUE FUNDS

Special revenue funds are used to account for revenues allocated for restricted purposes as specified by statute. The County's funds are comprised of revenues generated from road fees, confiscated goods, security fees, contributions, and other sources. Revenues for 2021-2022 are budgeted at \$7,697,565 and expenditures are budgeted at \$9,245,569. Some items that will benefit the County are: the continued maintenance and operation of the County Clerk's imaging system, imaging systems in the District Clerk's and in the District Attorney's office. Additionally, continued maintenance and operation of the Texas Supreme Court e-file mandate in all courts. These systems will reduce the paperwork and create efficient ways to review the documents these offices manage. The County Clerk will also be working on a preservation project for records prior to 1990. The County is implementing a new Court and Jail software program, which will be funded by several funds to increase technology features, records management, and efficiencies for many departments within the County. The Marine Division is classified as a Special Revenue Fund since it is fully funded by the Sabine Neches Navigation District. The Marine Division provides law enforcement presence on the navigable waterways, terminals, and ship channels of the County. In addition, Courthouse security will continue to be a high priority. Finally, the Ben J. Rogers Regional Visitors' Center is fully functioning, and the Hotel Occupancy Tax Fund will continue to fund the operations and improvements to Ford Park.

CAPITAL PROJECTS

The County maintains an ongoing capital improvement program. General government capital improvements have been funded by a combination of bond proceeds, general fund transfers, and grant funding. The main focus of the County's capital improvement program is related to Transportation, Environmental Infrastructure, Equipment Upgrades and Asset Protection.

Expenditures of \$7,338,280 are estimated for projects in the 2021-2022 fiscal year. Funding for these expenditures is a combination of funds already transferred in previous budget years and "lost revenue" funding from the American Rescue Plan Act. As other projects are identified, the County could use available fund balance above the minimum fund balance policy to budget transfers in futures years in order to minimize debt issuances. The current expenditures will impact the County on several levels including:

Transportation Infrastructure –The County is estimating to spend \$3,313,154 in 2021-2022 to repair road damage on the Major Drive Extension between Hwy 124 and Labelle Road. The proposed repairs will strengthen the road in order to handle heavy truck traffic along this section of the road. Spindletop Road is a new project designed to repair and strengthen this road to handle industrial traffic. Spindletop Road will be a joint venture with the City of Beaumont, requiring \$265,000 of County funding.

Environmental Infrastructure –As part of this long-term project, the County has funded various environmental studies regarding shoreline erosion, sand source feasibility, and wetlands mitigation. The County is estimating to spend \$131,576 in 2021-2022 to assist the County with Federal or State funding for the shoreline project along McFaddin Beach. Also, the County has budgeted \$1,900,000 to enhance the Keith Lake Fish Pass and Umphrey Park.

Equipment Upgrades and Asset Protection – The County has allocated \$1,728,550 in 2021-2022 to upgrade the County's phone system, replace the Mid-County Jail's fuel tanks and Courthouse waterproofing. These enhancements are expected to provide the citizens and employees with more efficient and safer operations.

ACKNOWLEDGMENTS

Acknowledgments The dedicated service and hard work of the entire staff of the Auditor's Office achieved the preparation of the 2021-2022 Annual Operating Budget. Sincere appreciation to the elected and appointed officials for their cooperation in completing this budget in a timely manner is also warranted. Commissioners' Court is also commended for exercising fiscal responsibility in their deliberations in setting the expenditures for the proposed fiscal year.

BUDGET POLICY & PROCEDURES

The overall goal of the County's budget policy and procedures are to establish and maintain effective management of the County's financial resources. Formal policy statements and major objectives provide the foundation for achieving this goal. Accordingly, this section outlines the policies and procedures used in guiding the preparation and management of the County's overall budget and the major objectives to be accomplished.

The County follows the policies below in establishing the budget.

Guidelines

- ⌘ The budget will be prepared in such a manner as to facilitate its understanding by citizens of the County, elected officials, and employees.
- ⌘ Financial information systems will be maintained to monitor operations of the County on an ongoing basis. Also, the accounting and financial reporting systems will be maintained in compliance with current generally accepted accounting principles.
- ⌘ The Auditors' Office will review all departmental budgets to identify possible increases or reductions, and will analyze all budget requests in detail.

Interim Financial Reporting

- ⌘ Commissioners Court and all Departments will be provided with monthly budget reports comparing actual versus budgeted revenue and expense activity.

Balanced Budget

- ⌘ The budget will be structurally balanced; total expenditures do not exceed total resources, or total estimated revenues plus reserves. The County will avoid budgetary procedures that balance current expenditures at the expense of meeting future years' expenses, such as postponing expenditures or accruing future year's revenues.

Capital Improvement Policies

- ⌘ The budget will provide for adequate maintenance of capital, infrastructure, equipment, and for their logical replacement. No “carryover” capital outlay will be budgeted unless specifically approved by Commissioners’ Court during the current year’s budget hearings.
- ⌘ The County will establish an appropriate mix of general fund transfers, state grant funds, and general obligation debt in the funding of capital projects.

Debt Management Policies

- ⌘ The County will confine long-term debt to capital improvements or projects that cannot be financed from current revenues.
- ⌘ The County will not use long-term debt for current operations.
- ⌘ The County will strive to have the final maturity of general obligation bonds at, or below thirty years, and within a period not to exceed the estimated useful life of the project.

Fund Balance Policies

- ⌘ The County will strive to maintain an unreserved, available fund balance of approximately 15% of budgeted expenditures for the General Fund. Fund balance for Debt Service funds will be maintained according to debt covenants, usually 1/12th of the next year’s debt principle payment requirements. Fund balance for Special Revenue funds will be maintained to ensure a positive fund balance for the individual funds.
- ⌘ It is the intent of the County to use excess available fund balances above the 15% to help fund capital replacement and capital projects in order to reduce the need for future debt.

Investment Policies

- ⌘ These Investment Policies apply to the investment of short-term operating funds of the County in excess of those funds required to meet current expenditures. Topics included in the investment policy are quite detailed and include information of Strategy, Scope, Objectives and Priorities, Responsibility and Control, Reporting, Institutions, Instruments, Procedures, Collateral and Safekeeping, and Policy Review and Amendments. The

complete policy can be reviewed in the separate Investment Policy Manual maintained by the Treasurer's office.

Capital Asset Procedures

- ⌘ Capital assets include buildings, roads, bridges, equipment, computers, furniture, and vehicles. Jefferson County's monetary criteria is \$10,000 or more and with a useful life of more than one year. Once purchased, all capital assets are maintained in the physical inventory until disposed.

The County follows the procedures below in establishing the budget.

- ⌘ Jefferson County's fiscal year begins on October 1st each year and ends on September 30th. The budget process for each upcoming fiscal year begins in May with the preparation of Budget Workpapers which are distributed to all County Departments. Each department is asked to project their financial requirements for the upcoming year. The Budget Workpapers are a guide for initial budget requests.
- ⌘ Departmental annual budget requests are then submitted by the Department or Agency Head to the County Auditor in June. The County Auditor compiles the initial requests and in July, budget hearings are held for each department. Commissioners' Court, which includes the County Judge and the four County Commissioners oversee the Budget Hearings. These hearings give Department Heads the opportunity to discuss with Commissioners' Court any changes in their budget, and items that are a priority. The public is invited to attend all budget hearings, which are posted according to the Open Meetings Act.
- ⌘ In conjunction with compiling departmental budget requests, the County Auditor prepares an estimate of available resources in each fund for the upcoming fiscal year. Expenditures budgeted in the various funds may not exceed the fund balances as of the first day of the fiscal year plus the anticipated revenue for the year as estimated by the County Auditor.
- ⌘ In September, the County Auditor prepares the proposed annual operating budget to be presented to the Commissioners' Court for their consideration. The budget represents the financial plan for the new fiscal year. Public hearings are held on the proposed budget.
- ⌘ The Commissioners' Court must adopt an annual operating budget by a majority vote of the Commissioners' Court before October 1. The adopted budget must be balanced; that is, available resources must be sufficient to

support annual appropriations. Accountability is then required for operations to remain within available resources.

- ⌘ The department is the legal level of budgetary control. Total expenditures cannot exceed the final appropriation once the budget has been adopted. Commissioners' Court can amend the total appropriations for an individual department. To comply with expenditure limitations, when one department's total appropriation is increased, another department's appropriation must be reduced by an equal amount. Commissioners' Court may also approve the transfer of appropriations within funds. All such amendments require Commissioners' Court approval.
- ⌘ The County uses funds to report its financial position and results of its operations. Funds for budget purposes are classified as Governmental and Fiduciary. Governmental Funds are used to account for the majority of the County's general activities, including the collection and disbursement of earmarked monies (Special Revenue Funds), the acquisition or construction of general fixed assets (Capital Projects Funds), and the servicing of general long-term debt (Debt Service Funds). The General Fund is used to account for all activities of the County not accounted for in any other fund. Proprietary Funds are used to account for activities similar to those found in the private sector (Enterprise Funds), where the determination of net income (loss) is necessary and/or useful to sound financial management.
- ⌘ Annual budgets are legally adopted for the General Fund and Debt Service Fund. Budgets for Special Revenue Funds are established pursuant to statute guidelines, and budgets for Capital Projects are established on a project basis. Enterprise funds have submitted an estimated net loss. The amount of the annual subsidy needed for the Enterprise funds are budgeted in the General Fund as a transfer.
- ⌘ All transactions affecting the acquisition and disposition of anything of value by the County are recorded in detail in the accounting system adopted by the Jefferson County Auditor.
- ⌘ The budgets of general government type funds (i.e. General Fund and Special Revenue Funds) are prepared on the modified accrual basis. Briefly, this means that obligations of the County are budgeted as expenditures, but revenues are recognized only when they are measurable and available.
- ⌘ Encumbrance accounting is used for all funds. Encumbrance accounting means that an estimated cost is recorded on the books at the time of an order of goods and services so that all obligations are booked. When the actual

cost is known, it is booked, and the encumbrance is reversed. All encumbrances lapse at year-end for all budgeted funds.

- ⌘ The Comprehensive Annual Financial Report shows the status of the County's finances on the basis of "generally accepted accounting principles" (GAAP). The Annual Report and the budget are prepared on a basis consistent with GAAP using the modified accrual basis.
- ⌘ The budget document does not include Enterprise Funds, Internal Service Funds, and Special Revenue Funds that are grants. Grants are restricted for specific purposes. Because grants are presented to Commissioners' Court throughout the year and some run on different fiscal years, the grant budgets and accountings are maintained separately from this document.

JEFFERSON COUNTY, TEXAS

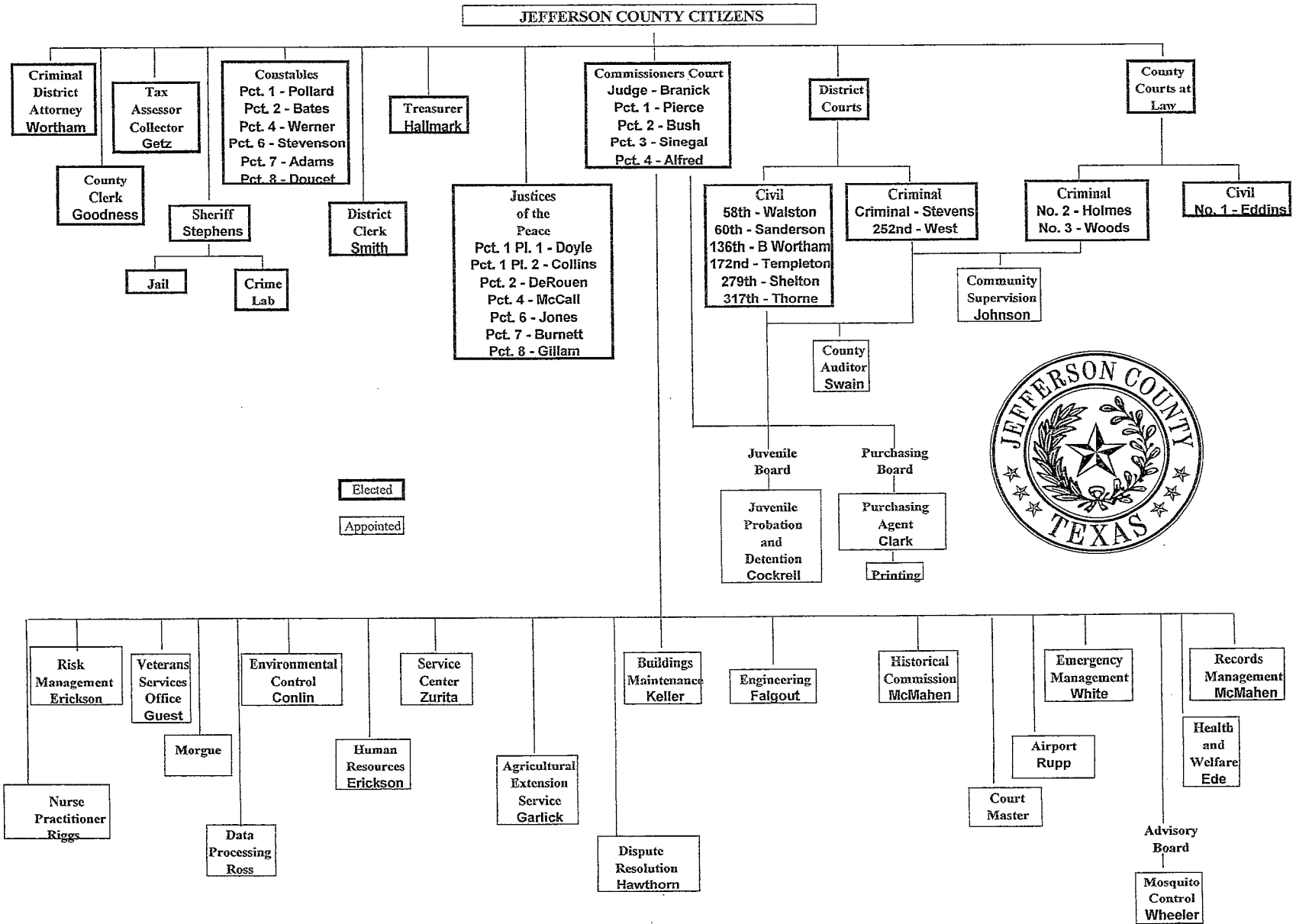
CALENDAR FOR BUDGET PREPARATION

Dates are approximate

- APRIL 26** – Budget preparation packets sent to all County departments by County Auditor.
- MAY 31** – Budget preparation packets are due back to the County Auditor’s office.
- JUNE 1 – JULY 18** – Compile initial budget requests, and estimate of available resources.
- JULY 19 – 23** – Budget Hearings.
- JULY 28** – Publish notice of public hearing on annual compensation of County Auditor, Assistant Auditors, and Court Reporters. (Section 152.905 LGC)
- AUGUST 11** – Budget Workshop to discuss pending items for budget.
- AUGUST 13** – Public hearings on Auditors and Court Reporters budget with District Judges. (Section 152.905 LGC)
- AUGUST 17** – Commissioner Court Meeting to discuss tax rate and schedule public hearing and call for election if needed including record of vote
- AUGUST 26** – Notify Elected officials of salaries and allowances. (Section 152.013 LGC)
- AUGUST 27** – Notice of proposed increases in elected officials’ salaries and allowances published in local newspaper. (Section 152.013 LGC)
- AUGUST 27** – Publish notice for budget public hearing. (Section 111.0385 LGC)
- AUGUST 27** – File budget with County Clerk. (Section 111.037 LGC)
- SEPTEMBER 7** – Adopt tax rate.
- SEPTEMBER 7** – Public hearing and adopt budget. (Section 111.039 LGC)
- SEPTEMBER 14** – Receive & file budget.

ORGANIZATION CHART OF JEFFERSON COUNTY

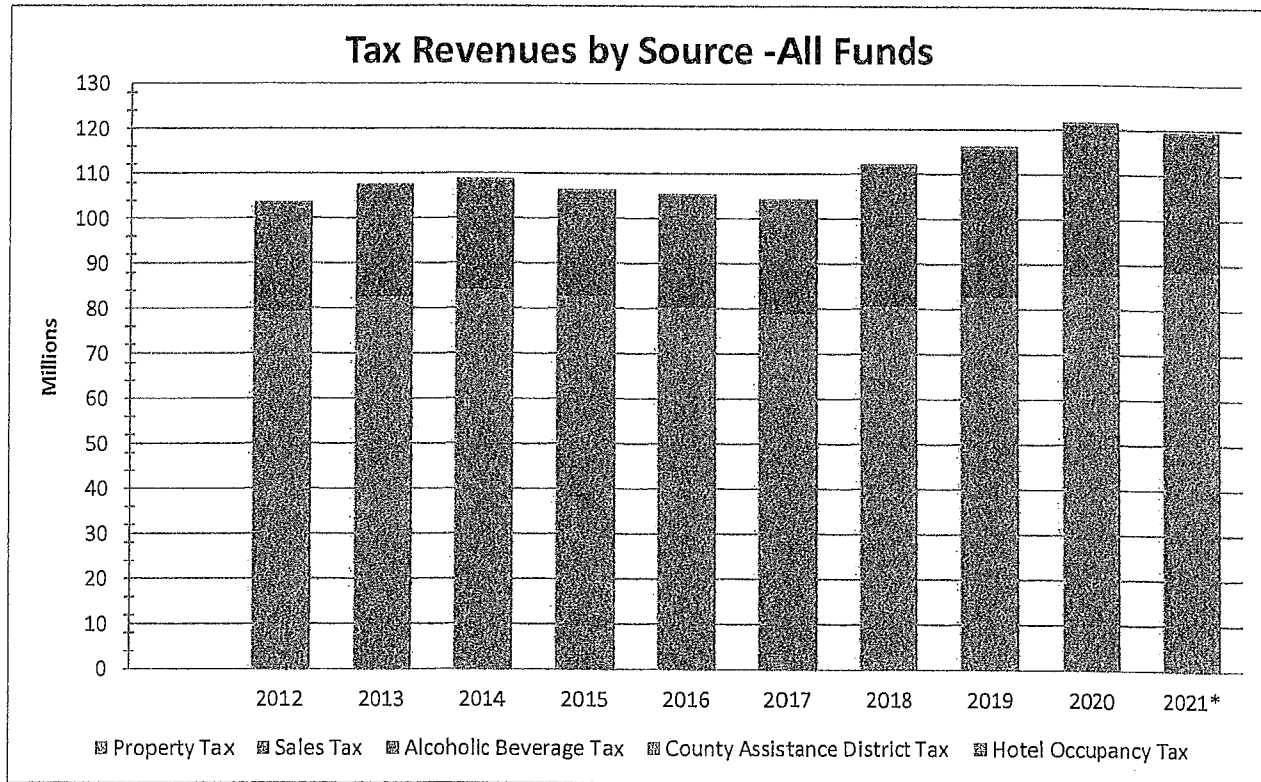
As of September 30, 2021



TAX REVENUES BY SOURCE - ALL FUNDS
LAST TEN FISCAL YEARS

Fiscal Year	Property Tax	Sales Tax	Alcoholic Beverage Tax	Hotel Occupancy Tax	County Assistance District Tax	Total
2012	\$79,446,316	\$23,864,675	\$484,988	\$1,064,165	\$ -	\$104,860,144
2013	82,593,407	24,695,194	475,162	1,015,651	-	108,779,414
2014	84,262,722	24,064,857	614,384	1,150,383	-	110,092,346
2015	82,850,758	23,047,286	656,678	1,291,716	-	107,846,438
2016	80,400,650	24,595,048	673,135	1,211,569	-	106,880,402
2017	78,856,965	24,984,470	689,240	1,187,625	-	105,718,300
2018	80,704,782	30,911,766	743,739	1,696,852	-	114,057,139
2019	82,794,242	32,759,242	753,954	1,422,345	48,980	117,778,763
2020	87,564,321	33,497,873	590,925	1,537,054	95,332	123,285,505
2021*	88,449,488	30,550,000	560,000	1,509,792	86,352	121,155,632

* Estimate for current year



**RATIO OF ANNUAL DEBT SERVICE EXPENDITURES
FOR GENERAL BONDED DEBT TO TOTAL GENERAL
EXPENDITURES**

LAST TEN FISCAL YEARS

Fiscal Year	Debt Service			General Expenditures	Ratio of Debt Service To General Expenditures
	Principal	Interest	Total Debt Service		
2011	\$ 4,942,070	\$ 3,530,237	\$ 8,472,307	\$ 142,843,651	5.93%
2012	4,430,000	2,169,209	6,599,209	143,444,952	4.60%
2013	3,965,000	1,960,536	5,925,536	142,672,765	4.15%
2014	4,280,000	1,837,099	6,117,099	141,963,383	4.31%
2015	4,420,000	1,691,644	6,111,644	147,375,682	4.15%
2016	4,590,000	1,534,121	6,124,121	142,043,535	4.31%
2017	4,690,000	1,410,930	6,100,930	143,919,630	4.24%
2018	3,640,000	1,264,258	4,904,258	148,191,679	3.31%
2019	3,450,000	1,236,395	4,686,395	157,519,701	2.98%
2020	4,120,000	1,590,578	5,710,578	167,091,311	3.42%

ASSESSED AND ESTIMATED ACTUAL VALUE OF TAXABLE PROPERTY
LAST TEN TAX YEARS

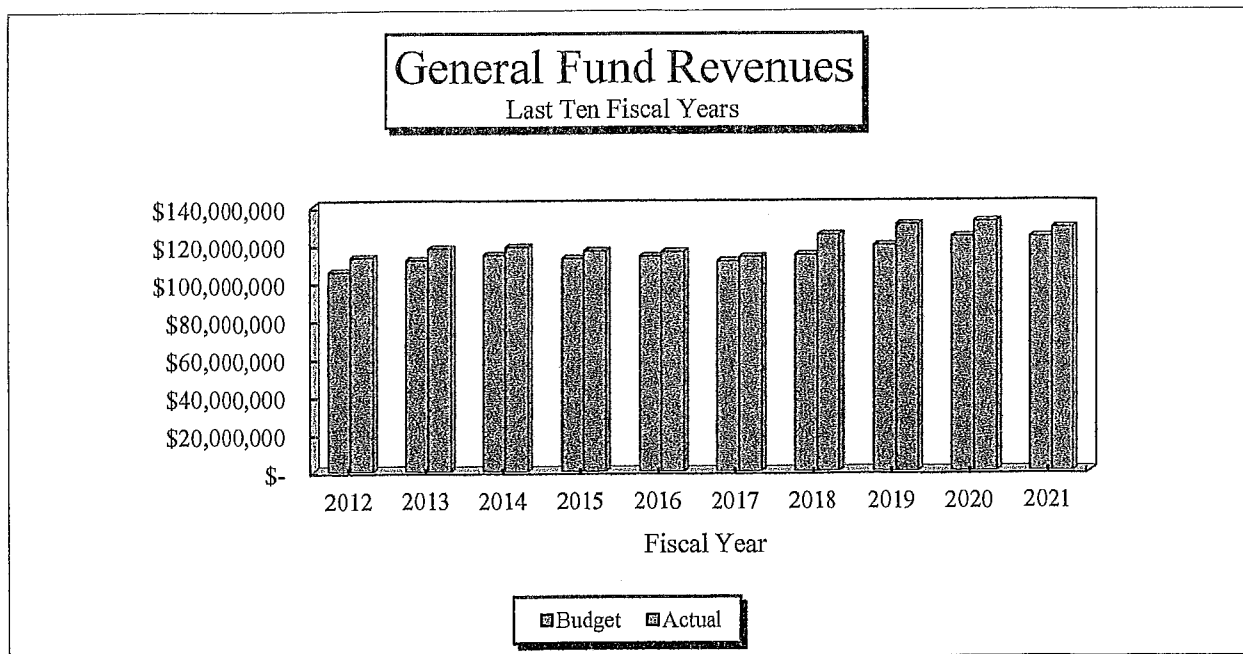
Tax Year	Assessed Value					Assessment Ratio	Estimated Actual Value
	Real Property	Less (a) Exemptions	Real Property (Net)	Personal Property	Total (b)		
2011	20,499,976,905	2,819,185,882	17,680,791,023	5,472,265,740	23,153,056,763	100%	25,972,242,645
2012	22,320,153,198	3,198,328,907	19,121,824,291	6,131,164,990	25,252,989,281	100%	28,451,318,188
2013	25,832,370,800	6,667,443,764	19,164,927,036	6,742,185,740	25,907,112,776	100%	32,574,556,540
2014	24,783,401,488	6,385,170,071	18,398,231,417	6,995,371,050	25,393,602,467	100%	31,778,772,538
2015	25,362,781,856	6,399,625,866	18,963,155,990	5,942,276,123	24,905,432,113	100%	31,305,057,979
2016	24,934,838,353	6,033,364,824	18,901,473,529	5,443,263,208	24,344,736,737	100%	30,378,101,561
2017	26,292,511,780	7,709,373,774	18,583,138,006	5,804,730,594	24,387,868,600	100%	32,097,242,374
2018	25,859,294,809	7,921,774,579	17,937,520,230	6,380,436,697	24,317,956,927	100%	32,239,731,506
2019	27,633,568,872	8,807,616,190	18,825,952,682	6,723,174,842	25,549,127,524	100%	34,356,743,714
2020	27,578,075,911	9,328,538,631	18,249,537,280	6,547,102,115	24,796,639,395	100%	34,125,178,026

- (a) Exemptions are evenly divided between regular homesteads, homestead property of person 65 years or older, veteran, abatements, charitable organizations, agriculture, and pollution control.
- (b) Net of exemptions.

GENERAL FUND REVENUES & TRANSFERS

LAST TEN FISCAL YEARS

Fiscal Year	Adjusted Budget	Actual
2012	\$ 105,517,925	\$ 112,903,367
2013	111,504,653	117,560,491
2014	114,209,840	118,381,543
2015	112,399,235	116,326,116
2016	113,455,177	115,827,182
2017	110,906,958	113,123,519
2018	114,110,807	124,545,505
2019	119,007,589	129,940,900
2020	123,540,366	131,514,349
2021	123,274,642	128,072,118 *

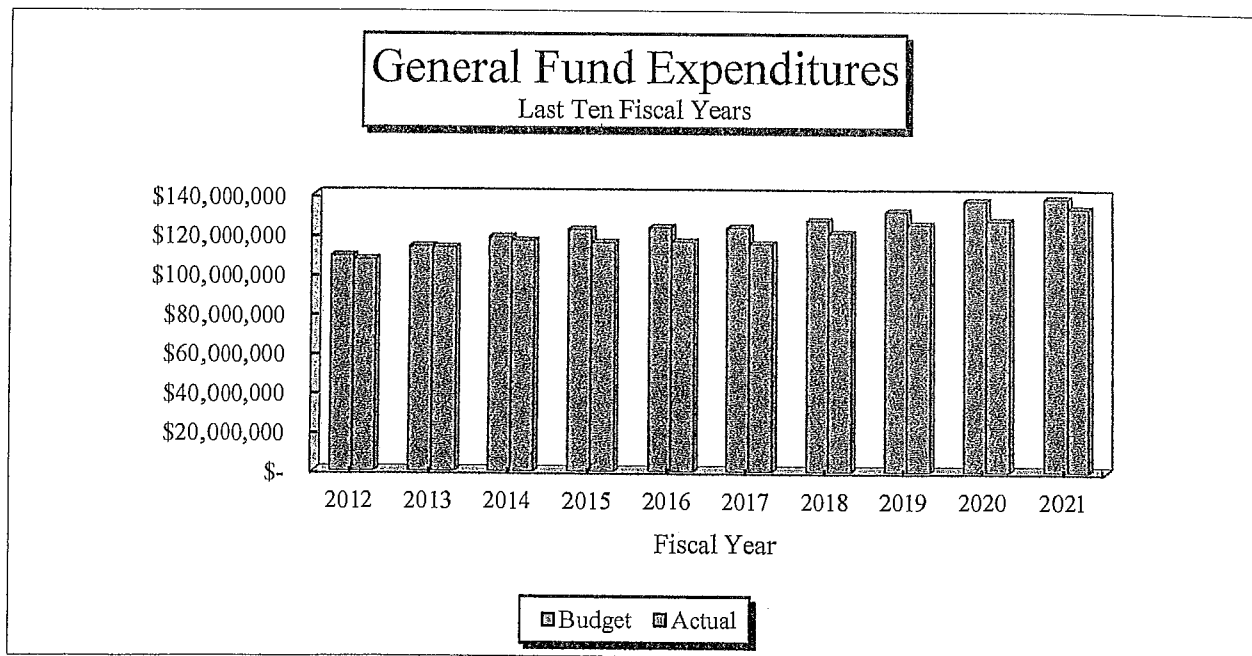


* Estimate for current year.

GENERAL FUND EXPENDITURES & TRANSFERS

LAST TEN FISCAL YEARS

Fiscal Year	Adjusted Budget	Actual
2012	\$ 109,000,000	\$ 107,067,911
2013	113,800,000	113,163,205
2014	118,522,516	116,658,252
2015	122,481,618	115,709,659
2016	123,408,154	116,198,012
2017	123,384,980	115,155,856
2018	127,033,326	120,727,104
2019	131,666,480	125,025,840
2020	137,034,870	126,955,786
2021	138,212,956	133,226,800 *



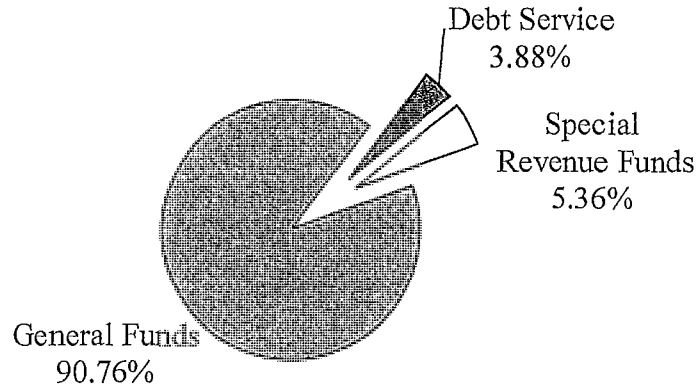
* Estimate for current year.

JEFFERSON COUNTY, TEXAS
ALL FUNDS SUMMARY

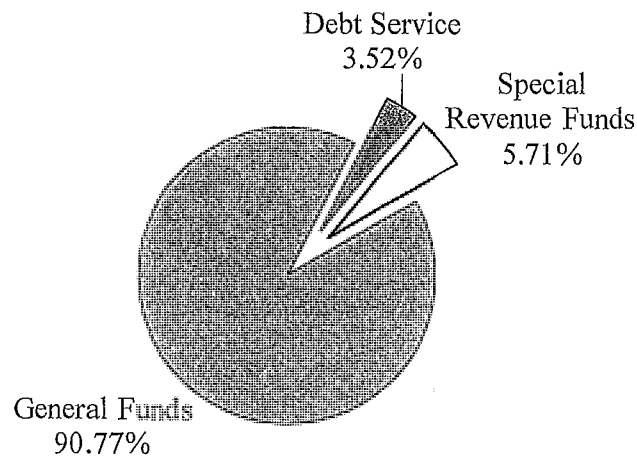
	<u>ACTUAL</u> <u>2019-2020</u>	<u>ESTIMATED</u> <u>2020-2021</u>	<u>APPROVED</u> <u>2021-2022</u>
REVENUES			
Property Taxes	\$ 87,564,321	\$ 88,449,488	\$ 92,577,815
Sales Taxes	35,721,185	32,706,144	31,055,000
Fees	10,411,873	9,937,149	9,981,775
Licenses	722,912	745,752	403,000
Sales, Rentals & Services	2,296,018	2,223,371	1,976,515
Intergovernmental	3,819,642	4,183,398	4,960,927
Fines & Forfeitures	1,698,650	1,607,508	1,705,000
Interest	898,111	172,951	164,764
Miscellaneous	32,073	28,900	27,000
Contributions	<u>130</u>	<u>100</u>	<u>3,960</u>
Total Revenues	\$ <u>143,164,915</u>	\$ <u>140,054,761</u>	\$ <u>142,855,756</u>
OTHER SOURCES			
Transfers In	<u>535,089</u>	<u>645,197</u>	<u>655,943</u>
Total Other Sources	\$ <u>535,089</u>	\$ <u>645,197</u>	\$ <u>655,943</u>
Total Revenues & Other Sources	\$ <u>143,700,004</u>	\$ <u>140,699,958</u>	\$ <u>143,511,699</u>
EXPENDITURES			
General Government	\$ 25,316,405	\$ 26,922,893	\$ 29,279,566
Judicial & Law Enforcement	77,100,860	81,807,116	88,931,936
Education & Recreation	1,132,112	1,203,482	1,450,004
Health & Welfare	10,044,794	10,800,067	11,864,140
Maintenance - Equipment & Structures	12,380,048	13,025,804	15,287,744
Capital Outlay	4,825,132	3,401,608	5,523,786
Debt Service -			
Principal	4,120,000	4,270,000	4,515,000
Interest and Commission	1,590,578	1,404,350	1,190,850
Transaction Fees	<u>3,550</u>	<u>3,600</u>	<u>5,000</u>
Total Expenditures	\$ <u>136,513,479</u>	\$ <u>142,838,920</u>	\$ <u>158,048,026</u>
OTHER USES			
Transfers Out	\$ 3,264,685	\$ 2,800,767	\$ 3,068,906
Contingency Appropriation	<u>-</u>	<u>-</u>	<u>900,000</u>
Total Other Uses	\$ <u>3,264,685</u>	\$ <u>2,800,767</u>	\$ <u>3,968,906</u>
Total Appropriations	\$ <u>139,778,164</u>	\$ <u>145,639,687</u>	\$ <u>162,016,932</u>
BEGINNING FUND BALANCE	\$ <u>66,030,508</u>	\$ <u>69,952,348</u>	\$ <u>65,012,619</u>
ENDING FUND BALANCE	\$ 69,952,348	\$ 65,012,619	\$ 46,507,386
RESERVED FUND BALANCE	<u>1,335,289</u>	<u>1,333,766</u>	<u>1,185,584</u>
ENDING AVAILABLE FUND BALANCE	\$ <u><u>68,617,059</u></u>	\$ <u><u>63,678,853</u></u>	\$ <u><u>45,321,802</u></u>

JEFFERSON COUNTY, TEXAS
ALL FUNDS SUMMARY

FY 2022 - Revenues and Other Sources



FY 2022 - Expenditures and Other Uses





GENERAL FUND

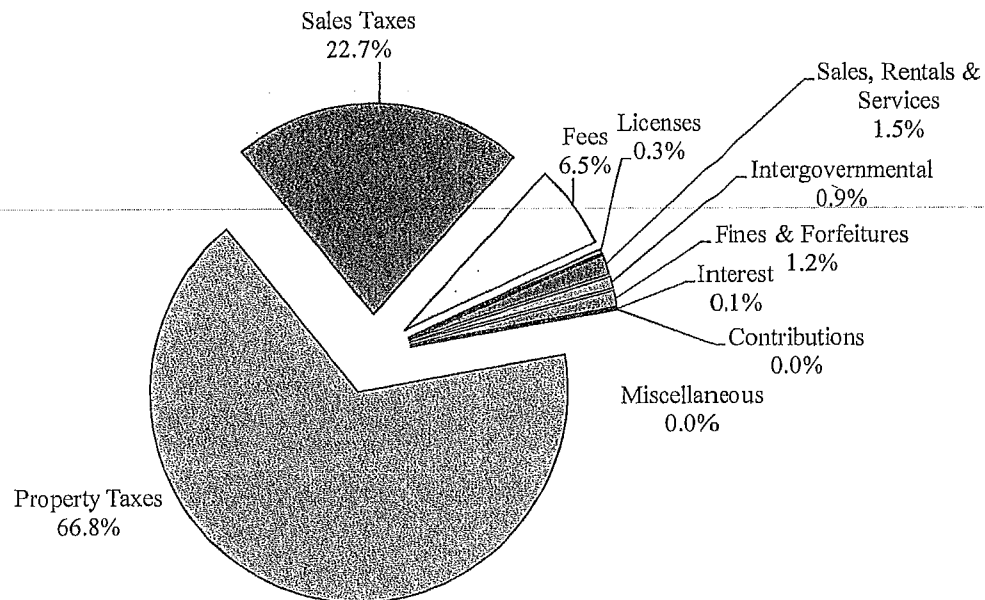
GENERAL FUND
SUMMARY OF REVENUES AND EXPENDITURES

	<u>ACTUAL</u> <u>2019-2020</u>	<u>ESTIMATED</u> <u>2020-2021</u>	<u>APPROVED</u> <u>2021-2022</u>
REVENUES			
Property Taxes	\$ 82,031,784	\$ 82,777,422	\$ 87,023,047
Sales Taxes	34,088,798	31,110,000	29,580,000
Fees	8,847,452	8,389,529	8,394,960
Licenses	722,912	745,752	403,000
Sales, Rentals & Services	2,271,259	2,140,999	1,947,515
Intergovernmental	1,251,994	1,300,337	1,166,084
Fines & Forfeitures	1,547,555	1,440,000	1,575,000
Interest	723,292	142,979	134,800
Miscellaneous	28,173	25,000	27,000
Contributions	130	100	60
	<u>130</u>	<u>100</u>	<u>60</u>
Total Revenues	\$ <u>131,513,349</u>	\$ <u>128,072,118</u>	\$ <u>130,251,466</u>
OTHER SOURCES			
Transfers In	\$ <u>1,000</u>	\$ <u>-</u>	\$ <u>-</u>
Total Other Sources	\$ <u>1,000</u>	\$ <u>-</u>	\$ <u>-</u>
Total Revenues & Other Sources	\$ <u>131,514,349</u>	\$ <u>128,072,118</u>	\$ <u>130,251,466</u>
EXPENDITURES			
General Government	\$ 24,691,075	\$ 26,519,610	\$ 28,637,308
Judicial & Law Enforcement	73,474,416	78,011,645	83,893,289
Education & Recreation	383,525	390,318	458,066
Health & Welfare	10,044,794	10,800,067	11,864,140
Maintenance - Equipment & Structures	12,357,585	12,932,742	15,128,480
Capital Outlay	2,786,745	1,846,651	3,433,868
	<u>2,786,745</u>	<u>1,846,651</u>	<u>3,433,868</u>
Total Expenditures	\$ <u>123,738,140</u>	\$ <u>130,501,033</u>	\$ <u>143,415,151</u>
OTHER USES			
Transfers Out	\$ 3,217,646	\$ 2,725,767	\$ 2,745,362
Contingency Appropriation	<u>-</u>	<u>-</u>	<u>900,000</u>
Total Other Uses	\$ <u>3,217,646</u>	\$ <u>2,725,767</u>	\$ <u>3,645,362</u>
Total Appropriations	\$ <u>126,955,786</u>	\$ <u>133,226,800</u>	\$ <u>147,060,513</u>
BEGINNING FUND BALANCE	\$ <u>54,211,151</u>	\$ <u>58,769,714</u>	\$ <u>53,615,032</u>
ENDING FUND BALANCE	\$ 58,769,714	\$ 53,615,032	\$ 36,805,985
RESERVED FUND BALANCE	<u>1,130,195</u>	<u>1,130,195</u>	<u>1,130,195</u>
ENDING AVAILABLE FUND BALANCE	\$ <u><u>57,639,519</u></u>	\$ <u><u>52,484,837</u></u>	\$ <u><u>35,675,790</u></u>

**GENERAL FUND
SUMMARY OF REVENUES**

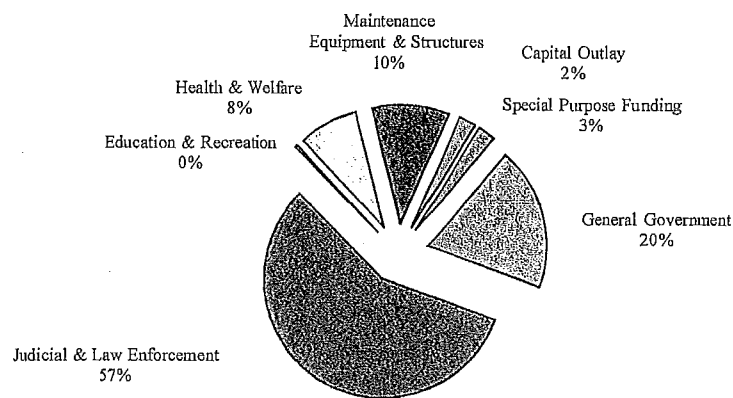
REVENUES	ACTUAL 2019-2020	ESTIMATED 2020-2021	APPROVED 2021-2022
Property Taxes	\$ 82,031,784	\$ 82,777,422	\$ 87,023,047
Sales Taxes	34,088,798	31,110,000	29,580,000
Fees	8,847,452	8,389,529	8,394,960
Licenses	722,912	745,752	403,000
Sales, Rentals & Services	2,271,259	2,140,999	1,947,515
Intergovernmental	1,251,994	1,300,337	1,166,084
Fines & Forfeitures	1,547,555	1,440,000	1,575,000
Interest	723,292	142,979	134,800
Miscellaneous	28,173	25,000	27,000
Contributions	130	100	60
Total	<u>\$ 131,513,349</u>	<u>\$ 128,072,118</u>	<u>\$ 130,251,466</u>

Approved 2021-2022

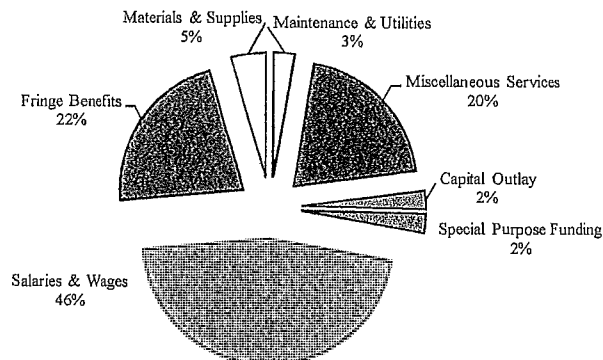


GENERAL FUND **SUMMARY OF EXPENDITURES**

<u>Department</u>	<u>APPROVED</u> <u>2021-2022</u> <u>BUDGET</u>	<u>% OF</u> <u>TOTAL</u>
General Government	\$ 28,637,308	19.47%
Judicial & Law Enforcement	83,893,289	57.05%
Education & Recreation	458,066	0.30%
Health & Welfare	11,864,140	8.07%
Maintenance - Equipment Structures	15,128,480	10.29%
Capital Outlay	3,433,868	2.34%
Special Purpose Funding	3,645,362	2.48%
Total	<u>\$ 147,060,513</u>	<u>100.00%</u>



<u>Category</u>	<u>APPROVED</u> <u>2021-2022</u> <u>BUDGET</u>	<u>% OF</u> <u>TOTAL</u>
Salaries & Wages	\$ 67,376,742	45.81%
Fringe Benefits	32,257,795	21.94%
Materials & Supplies	6,614,412	4.50%
Maintenance & Utilities	3,857,500	2.62%
Miscellaneous Services	29,874,834	20.31%
Capital Outlay	3,433,868	2.34%
Special Purpose Funding	3,645,362	2.48%
Total	<u>\$ 147,060,513</u>	<u>100.00%</u>



GENERAL FUND
SUMMARY OF EXPENDITURES BY DIVISION

	<u>ACTUAL</u> <u>2019-2020</u>	<u>ESTIMATED</u> <u>2020-2021</u>	<u>APPROVED</u> <u>2021-2022</u>
<u>Department / Division</u>			
General Government			
Tax Assessor-Collector	\$ 3,969,209	\$ 4,115,993	\$ 4,537,630
Human Resources	466,509	452,801	509,503
County Auditor	1,561,298	1,592,447	1,711,215
County Clerk	2,151,921	2,154,567	2,539,787
County Judge	903,602	915,110	1,030,545
Risk Management	279,115	286,411	300,836
County Treasurer	404,956	405,732	431,176
Printing	148,332	142,222	161,128
Purchasing Agent	593,903	600,942	639,478
General Services	10,932,865	12,709,232	13,061,955
Management Information Systems	1,949,014	1,970,941	2,196,826
Voters Registration Department	143,944	121,714	206,119
Elections Department	869,639	732,708	962,945
Veterans Services	316,768	318,790	348,165
	<u> </u>	<u> </u>	<u> </u>
Total General Government	\$ <u>24,691,075</u>	\$ <u>26,519,610</u>	\$ <u>28,637,308</u>
Judicial & Law Enforcement			
District Attorney	\$ 6,794,016	\$ 6,920,643	\$ 7,750,827
District Clerk	2,083,592	2,110,099	2,258,675
District Courts	4,908,077	5,012,436	5,519,387
Jury	341,387	381,380	677,274
Justice of the Peace	2,628,219	2,687,817	2,985,513
County Courts at Law	1,871,166	1,927,783	2,063,985
Court Master	352,255	380,383	558,123
Dispute Resolution Center	215,462	239,849	288,469
Community Supervision	9,671	10,745	10,690
Sheriff	14,569,076	14,570,459	16,016,486
Crime Laboratory	1,370,264	1,381,870	1,643,133
Jail	30,639,938	34,533,305	35,066,262
Juvenile Probation	1,370,563	1,442,973	1,784,885
Juvenile Detention Home	1,947,369	2,025,394	2,457,441
Constables	3,443,095	3,352,309	3,637,139
County Morgue	930,266	1,034,200	1,175,000
	<u> </u>	<u> </u>	<u> </u>
Total Judicial & Law Enforcement	\$ <u>73,474,416</u>	\$ <u>78,011,645</u>	\$ <u>83,893,289</u>
Education & Recreation			
Agricultural Extension Service	\$ <u>383,525</u>	\$ <u>390,318</u>	\$ <u>458,066</u>
	<u> </u>	<u> </u>	<u> </u>
Total Education & Recreation	\$ <u>383,525</u>	\$ <u>390,318</u>	\$ <u>458,066</u>

GENERAL FUND
SUMMARY OF EXPENDITURES BY DIVISION

	<u>ACTUAL</u> <u>2019-2020</u>	<u>ESTIMATED</u> <u>2020-2021</u>	<u>APPROVED</u> <u>2021-2022</u>
<u>Department / Division</u>			
Health & Welfare			
Health & Welfare Unit 1	\$ 1,243,397	\$ 1,302,274	\$ 1,516,685
Health & Welfare Unit 2	1,204,983	1,268,757	1,414,514
Nurse Practitioner	325,989	333,681	359,985
Child Welfare	93,048	112,596	120,000
Environmental Control	401,985	382,404	461,574
Indigent Medical Service	4,680,057	4,953,081	5,134,880
Mosquito Control	1,738,867	2,029,606	2,397,570
Emergency Management	206,468	217,668	258,932
Tobacco Settlement	<u>150,000</u>	<u>200,000</u>	<u>200,000</u>
Total Health & Welfare	\$ <u>10,044,794</u>	\$ <u>10,800,067</u>	\$ <u>11,864,140</u>
Maintenance - Equipment & Structures			
Courthouse & Annexes	\$ 2,521,921	\$ 2,582,435	\$ 3,011,296
Port Arthur Buildings	788,712	811,201	907,955
Mid-County Buildings	205,854	235,019	260,234
Road & Bridge Pct. #1	1,426,244	1,577,243	1,966,566
Road & Bridge Pct. #2	1,739,231	1,719,003	1,970,165
Road & Bridge Pct. #3	1,856,592	1,909,690	2,050,217
Road & Bridge Pct. #4	1,830,509	1,839,145	2,244,257
Engineering	894,091	1,006,476	1,108,759
Parks & Recreation	127,444	158,327	212,644
GIS	-	-	185,155
Service Center	<u>966,987</u>	<u>1,094,203</u>	<u>1,211,232</u>
Total Maintenance - Equipment & Structures	\$ <u>12,357,585</u>	\$ <u>12,932,742</u>	\$ <u>15,128,480</u>
Capital Outlay	\$ <u>2,786,745</u>	\$ <u>1,846,651</u>	\$ <u>3,433,868</u>
Special Purpose Funding			
Contingency Appropriation	\$ -	\$ -	\$ 900,000
Transfers Out	<u>3,217,646</u>	<u>2,725,767</u>	<u>2,745,362</u>
Total Special Purpose Funding	\$ <u>3,217,646</u>	\$ <u>2,725,767</u>	\$ <u>3,645,362</u>
Total General Fund Expenditures	<u>\$ 126,955,786</u>	<u>\$ 133,226,800</u>	<u>\$ 147,060,513</u>

GENERAL GOVERNMENT

General Government includes the Tax Assessor-Collector, Human Resources, County Auditor, County Clerk, County Judge, Risk Management, County Treasurer, Printing, Purchasing Agent, General Services, Management Information Systems, Voters Registration Department, Elections Department, and Veterans Services.

Tax Assessor Collector – main duties are to assess and collect property taxes; to issue certificates of title and license plates for motor vehicles and trailers. Elected for a four-year term by the voters of the County.

Human Resources – main duties are to provide staff support services for personnel administration. The personnel administration function includes obtaining qualified applicants to fill various job vacancies, maintaining equitable and competitive compensation practices, providing consultation to all departments on personnel related issues, reviewing and/or resolving employee concerns, grievance and appeals, ensuring compliance with federal and state laws, and developing/interpreting policy.

County Auditor – main duties are to act as the chief financial officer of the County; responsible for substantially all County finance and accounting control functions. Such functions include auditing, accounting systems design, financial planning, financial relations, and payroll.

County Clerk – main duties are to serve as clerk for both Commissioners' Court and County Courts; responsible for filing, indexing, and recording all legal instruments affecting real property titles; recording security instruments, births and deaths, and issuing marriage licenses. Elected for a four-year term by the voters of the County.

County Judge – main duties are: presiding officer of the Commissioners' Court; judge of the Probate Court; handles hearings on admittance to state hospital for the mentally ill and mentally challenged; and is head of civil defense and disaster relief. Elected for a four-year term by the voters of the County.

Risk Management – provides staff support services for benefits and risk administration. The benefits function includes administering the health and dental plan for the County, workers' compensation program, safety program, and retirement program.

County Treasurer – duties include receiving all money collected by the County, investing County revenue, paying and applying County funds as directed by the Commissioners' Court, and signing all County checks. Elected for a four-year term by the voters of the County.

Printing – provides support in the printing of all stationery, court dockets, Comprehensive Annual Financial Report, and the Annual Budget of the County.

Purchasing Agent – responsible for the procurement of goods, materials, and services for all departments and offices of the County. The department recommends award of bids to Commissioners' Court and administers bids and various contracts. The Purchasing Agent is also in charge of reviewing all requisitions, making proper buying decisions and processing purchase orders for same.

General Services – provides accounting control for expenditures of the County that are not allocated to specific departments.

Management Information Systems (M.I.S.) – provides all County departments with computer based systems support. This includes analysis of manual and automated procedures and the feasibility of implementing data and word processing systems. M.I.S. is also the interface between departments and users in the operation of systems. The department is responsible for the ongoing evolution of Countywide data systems.

Voters Registration Department – provides accounting for expenditures associated with the Tax Assessor Collector's responsibility to issue voter registration applications and certificates; and to compile election poll lists.

Elections Department – provides accounting for expenditures associated with the County Clerk's duties to provide general supervisory authority over all elections held within the County.

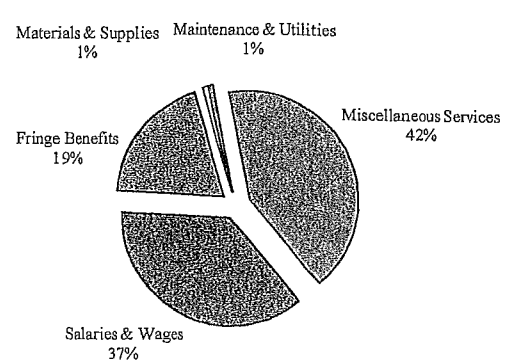
Veterans Services Office – develops and submits claims for benefits to the Department of Veterans Affairs for disability compensation, pension, death pension, medical benefits, burial benefits, insurance, education, home loans, records requests, and various benefits through other government agencies.

**GENERAL GOVERNMENT
DEPARTMENT SUMMARY**

	<u>ACTUAL</u> <u>2019-2020</u>	<u>ESTIMATED</u> <u>2020-2021</u>	<u>APPROVED</u> <u>2021-2022</u>
<u>DEPARTMENTS</u>			
Tax Assessor-Collector	\$ 3,969,209	\$ 4,115,993	\$ 4,537,630
Human Resources	466,509	452,801	509,503
County Auditor	1,561,298	1,592,447	1,711,215
County Clerk	2,151,921	2,154,567	2,539,787
County Judge	903,602	915,110	1,030,545
Risk Management	279,115	286,411	300,836
County Treasurer	404,956	405,732	431,176
Printing	148,332	142,222	161,128
Purchasing Agent	593,903	600,942	639,478
General Services	10,932,865	12,709,232	13,061,955
Management Information Systems	1,949,014	1,970,941	2,196,826
Voters Registration Department	143,944	121,714	206,119
Elections Department	869,639	732,708	962,945
Veterans Services	316,768	318,790	348,165
Total	<u>\$ 24,691,075</u>	<u>\$ 26,519,610</u>	<u>\$ 28,637,308</u>

APPROPRIATIONS CATEGORY

Salaries & Wages	\$ 10,570,215
Fringe Benefits	5,632,794
Materials & Supplies	243,230
Maintenance & Utilities	235,263
Miscellaneous Services	11,955,806
Total	<u>\$ 28,637,308</u>



PERSONNEL SUMMARY

	Elected Official	Clerical, Administrative & Fiscal	Law Enforcement	Labor, Trades & Maintenance	Nursing & Public Health	Human & Social Services	Other Un-Classified or Contract	TOTAL
Tax Assessor-Collector	1	54	-	-	-	-	-	55
Human Resources	-	4	-	-	-	-	-	4
County Auditor	-	15	-	-	-	-	-	15
County Clerk	1	30	-	-	-	-	-	31
County Judge	1	6	-	-	-	-	1	8
Risk Management	-	3	-	-	-	-	-	3
County Treasurer	1	3	-	-	-	-	-	4
Printing	-	-	-	1	-	-	-	1
Purchasing Agent	-	6	-	-	-	-	-	6
General Services	4	-	-	-	-	-	-	4
Management Information Systems	-	19	-	-	-	-	-	19
Voters Registration Department	-	1	-	-	-	-	-	1
Elections Department	-	5	-	-	-	-	-	5
Veterans Services	-	2	-	-	-	2	-	4
Total	<u>8</u>	<u>148</u>	<u>-</u>	<u>1</u>	<u>-</u>	<u>2</u>	<u>1</u>	<u>160</u>

**GENERAL GOVERNMENT
DIVISION SUMMARY**

	<u>ACTUAL</u> <u>2019-2020</u>	<u>ESTIMATED</u> <u>2020-2021</u>	<u>APPROVED</u> <u>2021-2022</u>
<u>Tax Assessor-Collector</u>			
Salaries & Wages	\$ 2,489,253	\$ 2,571,012	\$ 2,804,455
Fringe Benefits	1,314,310	1,347,968	1,484,577
Materials & Supplies	37,367	35,976	48,300
Maintenance & Utilities	80,011	84,342	107,560
Miscellaneous Services	48,268	76,695	92,738
Total	<u>\$ 3,969,209</u>	<u>\$ 4,115,993</u>	<u>\$ 4,537,630</u>
<u>Human Resources</u>			
Salaries & Wages	\$ 300,694	\$ 285,528	\$ 321,201
Fringe Benefits	142,687	137,976	153,560
Materials & Supplies	2,848	3,461	3,224
Maintenance & Utilities	418	316	1,000
Miscellaneous Services	19,862	25,520	30,518
Total	<u>\$ 466,509</u>	<u>\$ 452,801</u>	<u>\$ 509,503</u>
<u>County Auditor</u>			
Salaries & Wages	\$ 1,027,539	\$ 1,047,708	\$ 1,116,874
Fringe Benefits	462,535	467,412	506,316
Materials & Supplies	6,661	6,708	8,825
Maintenance & Utilities	2,538	2,427	2,800
Miscellaneous Services	62,025	68,192	76,400
Total	<u>\$ 1,561,298</u>	<u>\$ 1,592,447</u>	<u>\$ 1,711,215</u>
<u>County Clerk</u>			
Salaries & Wages	\$ 1,384,344	\$ 1,402,644	\$ 1,638,253
Fringe Benefits	714,162	708,575	841,577
Materials & Supplies	16,155	10,185	17,095
Maintenance & Utilities	15,229	14,229	18,500
Miscellaneous Services	22,031	18,934	24,362
Total	<u>\$ 2,151,921</u>	<u>\$ 2,154,567</u>	<u>\$ 2,539,787</u>
<u>County Judge</u>			
Salaries & Wages	\$ 592,355	\$ 579,830	\$ 636,229
Fringe Benefits	294,581	286,358	315,695
Materials & Supplies	3,521	4,804	5,171
Maintenance & Utilities	564	618	1,150
Miscellaneous Services	12,581	43,500	72,300
Total	<u>\$ 903,602</u>	<u>\$ 915,110</u>	<u>\$ 1,030,545</u>
<u>Risk Management</u>			
Salaries & Wages	\$ 191,907	\$ 194,280	\$ 202,214
Fringe Benefits	80,731	85,956	90,172
Materials & Supplies	2,237	901	1,300
Maintenance & Utilities	2,028	1,714	2,300
Miscellaneous Services	2,212	3,560	4,850
Total	<u>\$ 279,115</u>	<u>\$ 286,411</u>	<u>\$ 300,836</u>

**GENERAL GOVERNMENT
DIVISION SUMMARY**

	<u>ACTUAL 2019-2020</u>	<u>ESTIMATED 2020-2021</u>	<u>APPROVED 2021-2022</u>
<u>County Treasurer</u>			
Salaries & Wages	\$ 259,638	\$ 262,740	\$ 273,494
Fringe Benefits	130,394	131,988	137,845
Materials & Supplies	3,534	2,315	3,650
Maintenance & Utilities	5,603	3,770	10,000
Miscellaneous Services	5,787	4,919	6,187
Total	<u>\$ 404,956</u>	<u>\$ 405,732</u>	<u>\$ 431,176</u>
<u>Printing</u>			
Salaries & Wages	\$ 59,219	\$ 59,700	\$ 68,362
Fringe Benefits	32,381	32,316	35,766
Materials & Supplies	26,397	30,373	37,000
Maintenance & Utilities	-	-	-
Miscellaneous Services	30,335	19,833	20,000
Total	<u>\$ 148,332</u>	<u>\$ 142,222</u>	<u>\$ 161,128</u>
<u>Purchasing Agent</u>			
Salaries & Wages	\$ 374,282	\$ 378,780	\$ 401,733
Fringe Benefits	188,718	187,188	195,450
Materials & Supplies	2,514	2,902	3,150
Maintenance & Utilities	1,518	1,737	1,600
Miscellaneous Services	26,871	30,335	37,545
Total	<u>\$ 593,903</u>	<u>\$ 600,942</u>	<u>\$ 639,478</u>
<u>General Services</u>			
Salaries & Wages	\$ 986,269	\$ 1,284,169	\$ 1,054,000
Fringe Benefits	865,641	985,228	902,046
Materials & Supplies	37,349	45,224	50,000
Maintenance & Utilities	-	-	-
Miscellaneous Services	9,043,606	10,394,611	11,055,909
Total	<u>\$ 10,932,865</u>	<u>\$ 12,709,232</u>	<u>\$ 13,061,955</u>
<u>Management Information Systems</u>			
Salaries & Wages	\$ 1,268,719	\$ 1,281,072	\$ 1,435,300
Fringe Benefits	587,946	590,325	660,344
Materials & Supplies	28,462	27,082	30,480
Maintenance & Utilities	55,244	61,660	56,103
Miscellaneous Services	8,643	10,802	14,599
Total	<u>\$ 1,949,014</u>	<u>\$ 1,970,941</u>	<u>\$ 2,196,826</u>
<u>Voters Registration Department</u>			
Salaries & Wages	\$ 53,843	\$ 50,892	\$ 63,763
Fringe Benefits	30,589	29,856	34,484
Materials & Supplies	5,301	8,611	18,000
Maintenance & Utilities	10,170	12,193	18,000
Miscellaneous Services	44,041	20,162	71,872
Total	<u>\$ 143,944</u>	<u>\$ 121,714</u>	<u>\$ 206,119</u>

**GENERAL GOVERNMENT
DIVISION SUMMARY**

	<u>ACTUAL</u> <u>2019-2020</u>	<u>ESTIMATED</u> <u>2020-2021</u>	<u>APPROVED</u> <u>2021-2022</u>
<u>Elections Department</u>			
Salaries & Wages	\$ 303,535	\$ 275,628	\$ 343,267
Fringe Benefits	141,311	126,428	151,518
Materials & Supplies	6,591	9,500	13,275
Maintenance & Utilities	8,070	9,820	15,000
Miscellaneous Services	410,132	311,332	439,885
Total	<u>\$ 869,639</u>	<u>\$ 732,708</u>	<u>\$ 962,945</u>
<u>Veterans Services</u>			
Salaries & Wages	\$ 199,501	\$ 202,584	\$ 211,070
Fringe Benefits	108,150	109,332	123,444
Materials & Supplies	1,309	1,197	3,760
Maintenance & Utilities	1,198	1,245	1,250
Miscellaneous Services	6,610	4,432	8,641
Total	<u>\$ 316,768</u>	<u>\$ 318,790</u>	<u>\$ 348,165</u>

JUDICIAL & LAW ENFORCEMENT

Judicial & Law Enforcement includes District Attorney, District Clerk, District Courts, Jury, Justices of the Peace, County Courts at Law, Court Master, Dispute Resolution Center, Community Supervision, Sheriff, Crime Laboratory, Jail, Juvenile Correctional Probation, Juvenile Detention Home, Constables, and County Morgue.

District Attorney – responsible for the prosecution of felony and misdemeanor criminal cases in the County; serves as legal advisor to Commissioners' Court and other County officials. Elected for a four-year term by the voters of the County.

District Clerk – duties revolve around the District Courts; specifically serves as legal record keeper for all documents filed in District Courts. Elected for a four-year term by the voters of the County.

District Courts – serve as trial courts of general jurisdiction of Texas. The geographical area served by each court is established by the Legislature, but each County must be served by at least one District Court. District Courts have original jurisdiction in all felony criminal cases, divorce cases, cases involving title to land, election contest cases, civil matters in which the amount in controversy (the amount of money or damages involved) is \$200 or more, and any matters in which jurisdiction is not placed in another trial court. There are eight District Courts in Jefferson County: Criminal, 58th, 60th, 136th, 172nd, 252nd, 279th, and the 317th. Elected for a four-year term by the voters of the County.

Jury – department responsible for expenditures related to selection of the petit and grand juries seated in Jefferson County.

Justice of the Peace – presiding officer over the Justice and Small Claims Court; courts have original jurisdiction in Class C misdemeanor criminal cases, which are less serious minor offenses; courts have jurisdiction over minor civil matters; may issue search or arrest warrants; serve as the coroner in Jefferson County. There are seven Justice of the Peace Courts in Jefferson County. Justices of the Peace are elected for a four-year term by the voters of the County.

County Courts at Law – legal jurisdiction varies considerably and is established by statute, which creates the particular court. The jurisdiction of statutorily created County Courts at Law is concurrent with the jurisdiction of the County and District Courts in the County. There are three County Courts at Law in Jefferson County. Judges are elected for a four-year term by the voters of the County.

Court Master – is allocated all expenditures associated with the Drug Impact Court of Jefferson County.

Dispute Resolution Center – responsible for working with individuals, families, community groups, government agencies, and businesses to assist them in resolving conflict. Through the use of constructive means like mediation and facilitation, the Center has helped in thousands of matters to prevent the need for costly litigation, or escalation to the point of violence.

Sheriff's Office – diversified in its responsibilities by statute. The Sheriff provides security for the Courthouse. The Sheriff is responsible for prisoner transportation. Civil Warrants, Writs of Execution, Levies on and Posting of Property, and the sale of Real Property after foreclosure proceedings are functions which most people associate with the Office of the Sheriff. The Sheriff also oversees the following: The **Crime Lab** is allocated all expenditures associated with the examination of crime scene evidence in Jefferson County. The **Jail** is allocated all expenditures associated with the operation of the Jefferson County Correctional Facility. Elected for a four-year term by the voters of the County.

Community Supervision – represents maintenance and equipment expenditures mandated by the state to be provided to the Adult Probation Department.

Juvenile Probation and Juvenile Detention Home – represents all operating expenditures for the Jefferson County Juvenile Probation Department and Detention Facility.

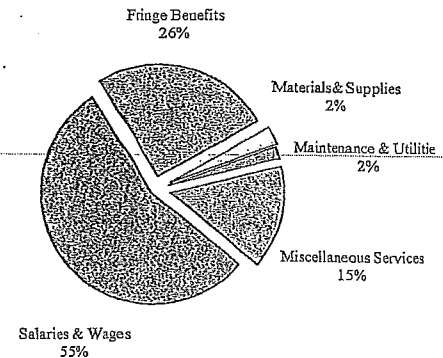
Constables – are constitutionally authorized peace officers elected by precinct. While they may perform patrol functions and make criminal investigations, the main duty of most Constables is to serve as executive officer of the Justice of the Peace Courts. Constables serve subpoenas and other papers. Elected for a four-year term by the voters of the County.

County Morgue – responsible for costs of laboratory and pathological services (autopsies) in Jefferson County.

**JUDICIAL & LAW ENFORCEMENT
DEPARTMENT SUMMARY**

	<u>ACTUAL</u> <u>2019-2020</u>	<u>ESTIMATED</u> <u>2020-2021</u>	<u>APPROVED</u> <u>2021-2022</u>
<u>DEPARTMENTS</u>			
District Attorney	\$ 6,794,016	\$ 6,920,643	\$ 7,750,827
District Clerk	2,083,592	2,110,099	2,258,675
District Courts	4,908,077	5,012,436	5,519,387
Jury	341,387	381,380	677,274
Justice of the Peace	2,628,219	2,687,817	2,985,513
County Courts at Law	1,871,166	1,927,783	2,063,985
Court Master	352,255	380,383	558,123
Dispute Resolution Center	215,462	239,849	288,469
Juvenile Alternative School	-	-	-
Community Supervision	9,671	10,745	10,690
Sheriff	14,569,076	14,570,459	16,016,486
Crime Laboratory	1,370,264	1,381,870	1,643,133
Jail	30,639,938	34,533,305	35,066,262
Juvenile Probation	1,370,563	1,442,973	1,784,885
Juvenile Detention Home	1,947,369	2,025,394	2,457,441
Constables	3,443,095	3,352,309	3,637,139
County Morgue	930,266	1,034,200	1,175,000
Total	<u>\$ 73,474,416</u>	<u>\$ 78,011,645</u>	<u>\$ 83,893,289</u>

	<u>APPROVED</u> <u>2021-2022</u>
<u>APPROPRIATIONS CATEGORY</u>	
Salaries & Wages	\$ 46,108,914
Fringe Benefits	21,588,079
Materials & Supplies	2,188,177
Maintenance & Utilities	1,462,542
Miscellaneous Services	12,543,577
Total	<u>\$ 83,893,289</u>



PERSONNEL SUMMARY

	Clerical, Elected Official	Administrative & Fiscal	Law Enforcement	Labor, Trades & Maintenance	Nursing & Public Health	Human & Social Services	Other Unclassified or Contract	TOTAL
District Attorney	1	24	-	-	-	-	36	61
District Clerk	1	26	-	-	-	-	-	27
District Courts	8	18	-	-	-	1	11	38
Jury	-	1	-	-	-	-	1	2
Justice of the Peace	7	21	-	-	-	-	-	28
County Courts at Law	3	9	-	-	-	-	3	15
Court Master	-	3	-	-	-	-	1	4
Dispute Resolution Center	-	-	-	-	-	3	-	3
Sheriff	1	19	12	-	-	-	104	136
Crime Laboratory	-	-	11	-	-	-	-	11
Jail	-	12	1	6	-	-	240	259
Juvenile Probation	-	2	-	-	-	15	-	17
Juvenile Detention Home	-	1	19	-	-	1	-	21
Constables	6	8	-	-	-	-	14	28
County Morgue	-	-	-	-	-	-	-	-
Total	<u>27</u>	<u>144</u>	<u>43</u>	<u>6</u>	<u>-</u>	<u>20</u>	<u>410</u>	<u>650</u>

**JUDICIAL & LAW ENFORCEMENT
DIVISION SUMMARY**

	<u>ACTUAL 2019-2020</u>	<u>ESTIMATED 2020-2021</u>	<u>APPROVED 2021-2022</u>
<u>District Attorney</u>			
Salaries & Wages	\$ 4,603,571	\$ 4,679,298	\$ 5,176,748
Fringe Benefits	2,023,427	2,072,229	2,346,648
Materials & Supplies	67,375	38,315	46,158
Maintenance & Utilities	8,083	6,286	12,000
Miscellaneous Services	91,560	124,515	169,273
Total	<u>\$ 6,794,016</u>	<u>\$ 6,920,643</u>	<u>\$ 7,750,827</u>
<u>District Clerk</u>			
Salaries & Wages	\$ 1,358,758	\$ 1,372,296	\$ 1,457,756
Fringe Benefits	678,203	682,488	732,844
Materials & Supplies	28,818	28,508	34,420
Maintenance & Utilities	13,126	14,026	18,725
Miscellaneous Services	4,687	12,781	14,930
Total	<u>\$ 2,083,592</u>	<u>\$ 2,110,099</u>	<u>\$ 2,258,675</u>
<u>Criminal District Court</u>			
Salaries & Wages	\$ 515,564	\$ 522,408	\$ 550,426
Fringe Benefits	244,634	251,748	263,820
Materials & Supplies	3,250	3,395	4,555
Maintenance & Utilities	354	347	1,200
Miscellaneous Services	712,829	719,763	793,695
Total	<u>\$ 1,476,631</u>	<u>\$ 1,497,661</u>	<u>\$ 1,613,696</u>
<u>58th District Court</u>			
Salaries & Wages	\$ 208,417	\$ 210,636	\$ 224,774
Fringe Benefits	84,569	85,596	99,876
Materials & Supplies	1,537	1,498	2,000
Maintenance & Utilities	69	62	150
Miscellaneous Services	2,796	6,000	6,875
Total	<u>\$ 297,388</u>	<u>\$ 303,792</u>	<u>\$ 333,675</u>
<u>60th District Court</u>			
Salaries & Wages	\$ 214,316	\$ 216,672	\$ 225,749
Fringe Benefits	100,186	101,400	115,310
Materials & Supplies	1,249	2,056	2,250
Maintenance & Utilities	71	62	500
Miscellaneous Services	2,425	5,915	7,450
Total	<u>\$ 318,247</u>	<u>\$ 326,105</u>	<u>\$ 351,259</u>
<u>136th District Court</u>			
Salaries & Wages	\$ 208,498	\$ 213,240	\$ 224,699
Fringe Benefits	101,611	102,259	118,502
Materials & Supplies	326	2,768	1,500
Maintenance & Utilities	65	60	300
Miscellaneous Services	3,831	3,750	5,652
Total	<u>\$ 314,331</u>	<u>\$ 322,077</u>	<u>\$ 350,653</u>

**JUDICIAL & LAW ENFORCEMENT
DIVISION SUMMARY**

	<u>ACTUAL</u> <u>2019-2020</u>	<u>ESTIMATED</u> <u>2020-2021</u>	<u>APPROVED</u> <u>2021-2022</u>
<u>172nd District Court</u>			
Salaries & Wages	\$ 209,037	\$ 215,844	\$ 224,998
Fringe Benefits	87,735	87,168	99,938
Materials & Supplies	1,015	2,091	6,402
Maintenance & Utilities	43	83	300
Miscellaneous Services	4,126	4,317	6,620
Total	\$ <u>301,956</u>	\$ <u>309,503</u>	\$ <u>338,258</u>
<u>252nd District Court</u>			
Salaries & Wages	\$ 220,585	\$ 222,948	\$ 237,679
Fringe Benefits	107,381	109,200	116,172
Materials & Supplies	4,700	4,757	6,320
Maintenance & Utilities	3,120	2,524	3,000
Miscellaneous Services	737,610	706,089	834,937
Total	\$ <u>1,073,396</u>	\$ <u>1,045,518</u>	\$ <u>1,198,108</u>
<u>279th District Court</u>			
Salaries & Wages	\$ 169,922	\$ 171,348	\$ 180,220
Fringe Benefits	84,256	91,896	96,807
Materials & Supplies	566	992	1,750
Maintenance & Utilities	27	7	250
Miscellaneous Services	128,449	170,150	201,450
Total	\$ <u>383,220</u>	\$ <u>434,393</u>	\$ <u>480,477</u>
<u>317th District Court</u>			
Salaries & Wages	\$ 387,940	\$ 392,304	\$ 456,364
Fringe Benefits	158,607	154,164	201,777
Materials & Supplies	1,158	1,348	2,615
Maintenance & Utilities	39	1	650
Miscellaneous Services	195,164	225,570	191,855
Total	\$ <u>742,908</u>	\$ <u>773,387</u>	\$ <u>853,261</u>
<u>Jury</u>			
Salaries & Wages	\$ 146,064	\$ 147,816	\$ 153,882
Fringe Benefits	66,933	67,800	70,892
Materials & Supplies	12,076	12,500	12,500
Maintenance & Utilities	-	-	-
Miscellaneous Services	116,314	153,264	440,000
Total	\$ <u>341,387</u>	\$ <u>381,380</u>	\$ <u>677,274</u>
<u>J.P. Precinct No. 1 - Place No. 1</u>			
Salaries & Wages	\$ 255,133	\$ 254,628	\$ 280,129
Fringe Benefits	135,138	136,296	146,693
Materials & Supplies	1,792	5,499	4,825
Maintenance & Utilities	1,764	1,587	2,500
Miscellaneous Services	2,804	4,826	7,401
Total	\$ <u>396,631</u>	\$ <u>402,836</u>	\$ <u>441,548</u>

**JUDICIAL & LAW ENFORCEMENT
DIVISION SUMMARY**

	<u>ACTUAL</u> <u>2019-2020</u>	<u>ESTIMATED</u> <u>2020-2021</u>	<u>APPROVED</u> <u>2021-2022</u>
<u>J.P. Precinct No. 1 - Place No. 2</u>			
Salaries & Wages	\$ 262,818	\$ 262,572	\$ 277,720
Fringe Benefits	135,946	136,704	152,992
Materials & Supplies	3,637	3,251	3,600
Maintenance & Utilities	1,350	2,200	2,400
Miscellaneous Services	3,485	3,417	5,117
Total	<u>\$ 407,236</u>	<u>\$ 408,144</u>	<u>\$ 441,829</u>
<u>J.P. Precinct No. 2</u>			
Salaries & Wages	\$ 202,599	\$ 209,572	\$ 256,158
Fringe Benefits	91,666	96,078	124,863
Materials & Supplies	3,140	3,934	3,350
Maintenance & Utilities	3,280	2,000	2,000
Miscellaneous Services	245	1,765	4,500
Total	<u>\$ 300,930</u>	<u>\$ 313,349</u>	<u>\$ 390,871</u>
<u>J.P. Precinct No. 4</u>			
Salaries & Wages	\$ 248,081	\$ 252,744	\$ 277,380
Fringe Benefits	132,300	133,308	145,561
Materials & Supplies	1,203	2,300	2,600
Maintenance & Utilities	2,931	2,829	3,000
Miscellaneous Services	1,530	2,867	4,596
Total	<u>\$ 386,045</u>	<u>\$ 394,048</u>	<u>\$ 433,137</u>
<u>J.P. Precinct No. 6</u>			
Salaries & Wages	\$ 249,679	\$ 264,240	\$ 278,775
Fringe Benefits	127,308	132,156	138,572
Materials & Supplies	1,397	2,741	4,000
Maintenance & Utilities	1,364	994	3,100
Miscellaneous Services	2,790	5,164	6,985
Total	<u>\$ 382,538</u>	<u>\$ 405,295</u>	<u>\$ 431,432</u>
<u>J.P. Precinct No. 7</u>			
Salaries & Wages	\$ 260,996	\$ 262,032	\$ 279,935
Fringe Benefits	123,841	124,836	131,497
Materials & Supplies	3,478	3,649	4,600
Maintenance & Utilities	3,983	4,238	5,460
Miscellaneous Services	1,961	3,032	5,290
Total	<u>\$ 394,259</u>	<u>\$ 397,787</u>	<u>\$ 426,782</u>
<u>J.P. Precinct No. 8</u>			
Salaries & Wages	\$ 238,235	\$ 242,808	\$ 280,773
Fringe Benefits	111,543	113,388	125,881
Materials & Supplies	5,930	4,830	5,500
Maintenance & Utilities	846	823	1,500
Miscellaneous Services	4,026	4,509	6,260
Total	<u>\$ 360,580</u>	<u>\$ 366,358</u>	<u>\$ 419,914</u>

**JUDICIAL & LAW ENFORCEMENT
DIVISION SUMMARY**

	<u>ACTUAL</u> <u>2019-2020</u>	<u>ESTIMATED</u> <u>2020-2021</u>	<u>APPROVED</u> <u>2021-2022</u>
<u>County Court at Law #1</u>			
Salaries & Wages	\$ 357,985	\$ 358,248	\$ 386,075
Fringe Benefits	154,185	154,716	167,632
Materials & Supplies	1,193	1,466	2,000
Maintenance & Utilities	76	55	500
Miscellaneous Services	6,972	6,286	7,875
Total	<u>\$ 520,411</u>	<u>\$ 520,771</u>	<u>\$ 564,082</u>
<u>County Court at Law #2</u>			
Salaries & Wages	\$ 369,911	\$ 387,717	\$ 416,722
Fringe Benefits	142,940	157,059	164,024
Materials & Supplies	3,961	3,413	4,720
Maintenance & Utilities	244	500	750
Miscellaneous Services	55,055	70,869	82,960
Total	<u>\$ 572,111</u>	<u>\$ 619,558</u>	<u>\$ 669,176</u>
<u>County Court at Law #3</u>			
Salaries & Wages	\$ 497,015	\$ 505,400	\$ 519,381
Fringe Benefits	212,091	215,597	232,562
Materials & Supplies	1,321	3,762	3,970
Maintenance & Utilities	261	750	1,750
Miscellaneous Services	67,956	61,945	73,064
Total	<u>\$ 778,644</u>	<u>\$ 787,454</u>	<u>\$ 830,727</u>
<u>Court Master</u>			
Salaries & Wages	\$ 192,231	\$ 181,260	\$ 258,254
Fringe Benefits	95,447	90,196	137,219
Materials & Supplies	2,040	2,122	4,220
Maintenance & Utilities	47	96	250
Miscellaneous Services	62,490	106,709	158,180
Total	<u>\$ 352,255</u>	<u>\$ 380,383</u>	<u>\$ 558,123</u>
<u>Dispute Resolution Center</u>			
Salaries & Wages	\$ 140,428	\$ 157,452	\$ 181,141
Fringe Benefits	58,227	66,528	85,392
Materials & Supplies	1,913	2,003	1,185
Maintenance & Utilities	213	176	500
Miscellaneous Services	14,681	13,690	20,251
Total	<u>\$ 215,462</u>	<u>\$ 239,849</u>	<u>\$ 288,469</u>

**JUDICIAL & LAW ENFORCEMENT
DIVISION SUMMARY**

	<u>ACTUAL</u> <u>2019-2020</u>	<u>ESTIMATED</u> <u>2020-2021</u>	<u>APPROVED</u> <u>2021-2022</u>
<u>Community Supervision</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	5,659	5,759	3,450
Maintenance & Utilities	-	-	1,000
Miscellaneous Services	4,012	4,986	6,240
Total	<u>\$ 9,671</u>	<u>\$ 10,745</u>	<u>\$ 10,690</u>
<u>Sheriff</u>			
Salaries & Wages	\$ 9,397,914	\$ 9,637,908	\$ 10,492,256
Fringe Benefits	4,332,335	4,401,838	4,853,275
Materials & Supplies	511,983	152,588	201,520
Maintenance & Utilities	81,185	81,246	122,900
Miscellaneous Services	245,659	296,879	346,535
Total	<u>\$ 14,569,076</u>	<u>\$ 14,570,459</u>	<u>\$ 16,016,486</u>
<u>Crime Laboratory</u>			
Salaries & Wages	\$ 863,025	\$ 863,684	\$ 1,025,173
Fringe Benefits	354,020	360,588	424,895
Materials & Supplies	64,983	59,711	72,100
Maintenance & Utilities	2,724	3,826	8,000
Miscellaneous Services	85,512	94,061	112,965
Total	<u>\$ 1,370,264</u>	<u>\$ 1,381,870</u>	<u>\$ 1,643,133</u>
<u>Jail</u>			
Salaries & Wages	\$ 15,212,448	\$ 16,758,768	\$ 16,842,253
Fringe Benefits	7,003,403	7,448,148	7,948,277
Materials & Supplies	1,400,563	1,433,764	1,575,000
Maintenance & Utilities	939,872	987,752	1,097,840
Miscellaneous Services	6,083,652	7,904,873	7,602,892
Total	<u>\$ 30,639,938</u>	<u>\$ 34,533,305</u>	<u>\$ 35,066,262</u>
<u>Juvenile Probation</u>			
Salaries & Wages	\$ 878,637	\$ 909,320	\$ 1,124,308
Fringe Benefits	473,345	481,176	553,445
Materials & Supplies	1,668	9,060	10,414
Maintenance & Utilities	2,589	2,604	4,267
Miscellaneous Services	14,324	40,813	92,451
Total	<u>\$ 1,370,563</u>	<u>\$ 1,442,973</u>	<u>\$ 1,784,885</u>
<u>Juvenile Detention Home</u>			
Salaries & Wages	\$ 1,097,453	\$ 1,124,776	\$ 1,407,341
Fringe Benefits	553,151	561,676	676,119
Materials & Supplies	104,414	108,548	114,086
Maintenance & Utilities	133,262	136,283	157,900
Miscellaneous Services	59,089	94,111	101,995
Total	<u>\$ 1,947,369</u>	<u>\$ 2,025,394</u>	<u>\$ 2,457,441</u>

**JUDICIAL & LAW ENFORCEMENT
DIVISION SUMMARY**

	<u>ACTUAL</u> <u>2019-2020</u>	<u>ESTIMATED</u> <u>2020-2021</u>	<u>APPROVED</u> <u>2021-2022</u>
<u>Constable Precinct No. 1</u>			
Salaries & Wages	\$ 532,556	\$ 535,780	\$ 571,052
Fringe Benefits	248,259	249,736	271,190
Materials & Supplies	45,627	26,112	11,900
Maintenance & Utilities	1,714	2,631	3,000
Miscellaneous Services	10,915	10,255	12,840
Total	<u>\$ 839,071</u>	<u>\$ 824,514</u>	<u>\$ 869,982</u>
<u>Constable Precinct No. 2</u>			
Salaries & Wages	\$ 311,073	\$ 317,616	\$ 356,985
Fringe Benefits	145,059	151,548	165,710
Materials & Supplies	24,477	7,932	4,900
Maintenance & Utilities	565	405	500
Miscellaneous Services	2,994	7,132	8,302
Total	<u>\$ 484,168</u>	<u>\$ 484,633</u>	<u>\$ 536,397</u>
<u>Constable Precinct No. 4</u>			
Salaries & Wages	\$ 312,011	\$ 314,940	\$ 348,656
Fringe Benefits	136,596	138,048	159,473
Materials & Supplies	26,765	6,913	9,100
Maintenance & Utilities	955	968	1,000
Miscellaneous Services	4,936	6,977	8,446
Total	<u>\$ 481,263</u>	<u>\$ 467,846</u>	<u>\$ 526,675</u>
<u>Constable Precinct No. 6</u>			
Salaries & Wages	\$ 407,903	\$ 382,044	\$ 416,999
Fringe Benefits	182,764	162,900	184,307
Materials & Supplies	28,024	22,573	9,918
Maintenance & Utilities	550	771	2,250
Miscellaneous Services	4,658	8,699	11,316
Total	<u>\$ 623,899</u>	<u>\$ 576,987</u>	<u>\$ 624,790</u>
<u>Constable Precinct No. 7</u>			
Salaries & Wages	\$ 333,640	\$ 338,556	\$ 363,462
Fringe Benefits	147,122	157,944	169,001
Materials & Supplies	28,842	4,156	4,200
Maintenance & Utilities	660	911	1,100
Miscellaneous Services	1,816	4,630	4,669
Total	<u>\$ 512,080</u>	<u>\$ 506,197</u>	<u>\$ 542,432</u>
<u>Constable Precinct No. 8</u>			
Salaries & Wages	\$ 321,475	\$ 327,720	\$ 354,691
Fringe Benefits	147,620	150,252	166,913
Materials & Supplies	26,460	8,056	6,549
Maintenance & Utilities	969	749	2,000
Miscellaneous Services	6,090	5,355	6,710
Total	<u>\$ 502,614</u>	<u>\$ 492,132</u>	<u>\$ 536,863</u>

**JUDICIAL & LAW ENFORCEMENT
DIVISION SUMMARY**

	<u>ACTUAL</u> <u>2019-2020</u>	<u>ESTIMATED</u> <u>2020-2021</u>	<u>APPROVED</u> <u>2021-2022</u>
<u>County Morgue</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	9,646	9,200	-
Miscellaneous Services	920,620	1,025,000	1,175,000
Total	\$ <u>930,266</u>	\$ <u>1,034,200</u>	\$ <u>1,175,000</u>

EDUCATION & RECREATION

Education and Recreation includes the Agricultural Extension Service of the County.

Agricultural Extension Service – County shares cost with Texas A&M University System to provide expert advice, assistance and training for a wide range of subjects under the four areas of family and consumer sciences, urban development, agriculture and natural resources, and 4-H and youth. Some of the subjects are horticulture, nutrition, health and wellness, agriculture awareness, pesticide management, parenting, money management, tourism, sustainable agriculture, youth development, waste management, preservation of nature, and water quality.

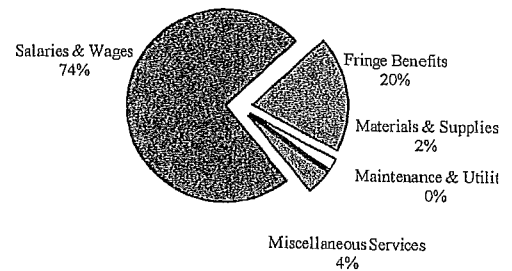
**EDUCATION & RECREATION
DEPARTMENT SUMMARY**

	<u>ACTUAL 2019-2020</u>	<u>ESTIMATED 2020-2021</u>	<u>APPROVED 2021-2022</u>
<u>DEPARTMENTS</u>			
Agricultural Extension Service	\$ 383,525	\$ 390,318	\$ 458,066
Total	\$ 383,525	\$ 390,318	\$ 458,066

**APPROVED
2021-2022**

APPROPRIATIONS CATEGORY

Salaries & Wages	\$ 339,852
Fringe Benefits	89,149
Materials & Supplies	9,274
Maintenance & Utilities	500
Miscellaneous Services	19,291
Total	\$ 458,066



PERSONNEL SUMMARY

	Elected Official	Clerical, Administrative & Fiscal	Law Enforcement	Labor, Trades & Maintenance	Nursing & Public Health	Human & Social Services	Other Un-Classified or Contract	TOTAL
Agricultural Extension Service	-	3	-	-	-	-	5	8
Total	-	3	-	-	-	-	5	8

**EDUCATION & RECREATION
DIVISION SUMMARY**

	<u>ACTUAL</u> <u>2019-2020</u>	<u>ESTIMATED</u> <u>2020-2021</u>	<u>APPROVED</u> <u>2021-2022</u>
<u>Agriculture Extension Service</u>			
Salaries & Wages	\$ 296,881	\$ 293,488	\$ 339,852
Fringe Benefits	72,071	79,301	89,149
Materials & Supplies	6,619	6,465	9,274
Maintenance & Utilities	295	272	500
Miscellaneous Services	7,659	10,792	19,291
Total	\$ <u>383,525</u>	\$ <u>390,318</u>	\$ <u>458,066</u>

HEALTH & WELFARE

Health & Welfare includes Health & Welfare Units 1 and 2, Nurse Practitioner, Child Welfare, Environmental Control, Indigent Medical Service, Mosquito Control, Emergency Management, and Tobacco Settlement.

Health & Welfare Units 1 & 2 – responsible for the public health of all County citizens within the framework of County government. Provides medical care, mental health, and protective services for indigent care individuals and families. Cooperates with other community health providers, concerned citizens, and committed volunteers who help achieve its mission. Unit 1 is located in Beaumont, and Unit 2 is located in Port Arthur.

Nurse Practitioner – responsible for the County's in-house employee health care program. The Nurse Practitioner's primary function is preventive health care for all Jefferson County employees. This includes diagnosis and treatment of employees and their dependents.

Child Welfare – represents allocated expenditures that are associated with the County's support of the child protective services of the State of Texas.

Environmental Control – responsible for an integrated management program with elements designed to safeguard the quality of water supplies, to protect the groundwater resource from non-potable elements and contaminants, minimizing the impact of need residential, commercial and industrial development, and to promote water conservation. Environmental Control also identifies the best means of sewage collection, treatment and disposal; oversees new construction; issues State-mandated permits for industrial waste, sewage treatment plants and large-volume sewage discharges, and inspects and enforces permit conditions.

Indigent Medical Service – represents the expenditures incurred for outside medical and prescription service associated with the indigent population of Jefferson County.

Mosquito Control – represents expenditures associated with the control of mosquitoes in the County. By significantly reducing the mosquito population, the event of epidemic disease from occurring is reduced.

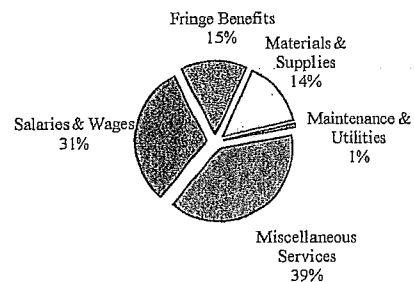
Emergency Management – responsible for the support systems and other statutory functions to help individuals and the community prepare for disasters regardless of the cause.

Tobacco Settlement – represents expenditures for special indigent health related services using tobacco settlement proceeds.

HEALTH & WELFARE DEPARTMENT SUMMARY

	<u>ACTUAL</u> <u>2019-2020</u>	<u>ESTIMATED</u> <u>2020-2021</u>	<u>APPROVED</u> <u>2021-2022</u>
<u>DEPARTMENTS</u>			
Health & Welfare Unit 1	\$ 1,243,397	\$ 1,302,274	\$ 1,516,685
Health & Welfare Unit 2	1,204,983	1,268,757	1,414,514
Nurse Practitioner	325,989	333,681	359,985
Child Welfare	93,048	112,596	120,000
Environmental Control	401,985	382,404	461,574
Indigent Medical Service	4,680,057	4,953,081	5,134,880
Mosquito Control	1,738,867	2,029,606	2,397,570
Emergency Management	206,468	217,668	258,932
Tobacco Settlement	150,000	200,000	200,000
Total	\$ 10,044,794	\$ 10,800,067	\$ 11,864,140

	<u>APPROVED</u> <u>2021-2022</u>
<u>APPROPRIATIONS CATEGORY</u>	
Salaries & Wages	\$ 3,708,976
Fringe Benefits	1,751,788
Materials & Supplies	1,693,850
Maintenance & Utilities	93,114
Miscellaneous Services	4,616,412
Total	\$ 11,864,140



PERSONNEL SUMMARY

	Elected Official	Clerical, Administrative & Fiscal	Law Enforcement	Labor, Trades & Maintenance	Nursing & Public Health	Human & Social Services	Other Un-Classified or Contract	TOTAL
Health & Welfare Unit 1	-	3	-	1	5	4	-	13
Health & Welfare Unit 2	-	4	-	1	3	4	-	12
Nurse Practitioner	-	-	-	-	3	-	-	3
Environmental Control	-	2	-	-	3	-	-	5
Indigent Medical Services	-	-	-	1	3	-	-	4
Mosquito Control	-	1	-	13	-	-	-	14
Emergency Management	-	-	1	-	-	-	1	2
Tobacco Settlement	-	-	-	-	-	-	-	-
Total	-	10	1	16	17	8	1	53

HEALTH & WELFARE DIVISION SUMMARY

	<u>ACTUAL</u> <u>2019-2020</u>	<u>ESTIMATED</u> <u>2020-2021</u>	<u>APPROVED</u> <u>2021-2022</u>
<u>Health & Welfare Unit 1</u>			
Salaries & Wages	\$ 671,645	\$ 715,680	\$ 803,697
Fringe Benefits	287,100	314,596	376,564
Materials & Supplies	17,090	17,222	20,850
Maintenance & Utilities	3,959	4,075	4,800
Miscellaneous Services	263,603	250,701	310,774
Total	<u>\$ 1,243,397</u>	<u>\$ 1,302,274</u>	<u>\$ 1,516,685</u>
<u>Health & Welfare Unit 2</u>			
Salaries & Wages	\$ 670,817	\$ 685,572	\$ 778,346
Fringe Benefits	337,758	341,807	391,309
Materials & Supplies	14,045	13,653	16,175
Maintenance & Utilities	2,567	2,447	6,169
Miscellaneous Services	179,796	225,278	222,515
Total	<u>\$ 1,204,983</u>	<u>\$ 1,268,757</u>	<u>\$ 1,414,514</u>
<u>Nurse Practitioner</u>			
Salaries & Wages	\$ 205,603	\$ 208,300	\$ 216,863
Fringe Benefits	88,913	89,976	94,279
Materials & Supplies	14,594	17,549	29,012
Maintenance & Utilities	315	68	350
Miscellaneous Services	16,564	17,788	19,481
Total	<u>\$ 325,989</u>	<u>\$ 333,681</u>	<u>\$ 359,985</u>
<u>Child Welfare</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	93,048	112,596	120,000
Total	<u>\$ 93,048</u>	<u>\$ 112,596</u>	<u>\$ 120,000</u>
<u>Environmental Control</u>			
Salaries & Wages	\$ 252,694	\$ 245,004	\$ 296,642
Fringe Benefits	137,933	127,257	150,629
Materials & Supplies	2,164	2,065	4,250
Maintenance & Utilities	2,265	1,907	1,945
Miscellaneous Services	6,929	6,171	8,108
Total	<u>\$ 401,985</u>	<u>\$ 382,404</u>	<u>\$ 461,574</u>
<u>Indigent Medical Service</u>			
Salaries & Wages	\$ 360,665	\$ 305,316	\$ 404,440
Fringe Benefits	115,554	94,716	167,521
Materials & Supplies	545,045	860,785	862,463
Maintenance & Utilities	-	-	-
Miscellaneous Services	3,658,793	3,692,264	3,700,456
Total	<u>\$ 4,680,057</u>	<u>\$ 4,953,081</u>	<u>\$ 5,134,880</u>

**HEALTH & WELFARE
DIVISION SUMMARY**

	<u>ACTUAL</u> <u>2019-2020</u>	<u>ESTIMATED</u> <u>2020-2021</u>	<u>APPROVED</u> <u>2021-2022</u>
<u>Mosquito Control</u>			
Salaries & Wages	\$ 775,059	\$ 871,992	\$ 1,023,591
Fringe Benefits	385,091	419,774	498,801
Materials & Supplies	502,011	658,488	760,800
Maintenance & Utilities	46,336	54,135	79,650
Miscellaneous Services	30,370	25,217	34,728
Total	<u>\$ 1,738,867</u>	<u>\$ 2,029,606</u>	<u>\$ 2,397,570</u>
<u>Emergency Management</u>			
Salaries & Wages	\$ 159,487	\$ 168,344	\$ 185,397
Fringe Benefits	46,981	49,224	72,685
Materials & Supplies	-	100	300
Maintenance & Utilities	-	-	200
Miscellaneous Services	-	-	350
Total	<u>\$ 206,468</u>	<u>\$ 217,668</u>	<u>\$ 258,932</u>
<u>Tobacco Settlement</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	150,000	200,000	200,000
Total	<u>\$ 150,000</u>	<u>\$ 200,000</u>	<u>\$ 200,000</u>

MAINTENANCE – EQUIPMENT & STRUCTURES

Maintenance – Equipment & Structures includes Courthouse & Annexes, Port Arthur Buildings, Mid-County Buildings, Road & Bridge Precincts, Engineering, Parks & Recreation, GIS, and Service Center.

Courthouse & Annexes, Port Arthur Buildings, and Mid-County Buildings – responsible for building services of Jefferson County. These departments direct activities associated with building maintenance and communications. Building Maintenance is responsible for structural maintenance and repair of the County's buildings, including electrical, heating, air conditioning, roofing, and mechanical systems. Communications includes the maintenance of the County's internal telephone system.

Road & Bridge Precincts – represents the expenditures associated with the maintenance of the County roads. There are four Road and Bridge Precincts, which are governed by the elected Commissioner of each precinct. Each Commissioner is elected to a four-year term by the voters of each precinct, and serves with the County Judge to make up the Commissioners' Court.

Engineering – responsible for the acquisition of land and the design and construction of capital improvement projects involving roadways, bridges, drainage systems, and buildings. Engineering updates and maintains the various maps and files of County owned properties and ROW, and manages inter-local agreements for engineering and construction projects. This department provides survey work for the County.

Parks and Recreation – represents expenditures associated with maintenance of the County parks, boat ramps, and beach cleaning.

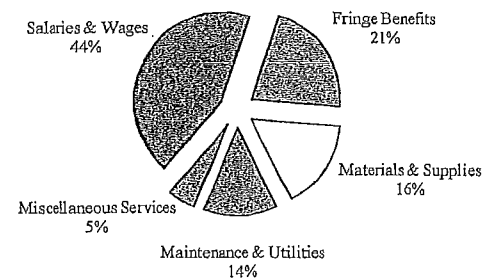
GIS – represents expenditures associated with data collection using geographic information system technology in an effort to provide more efficient processes.

Service Center – represents expenditures associated with maintenance of all County owned vehicles.

MAINTENANCE - EQUIPMENT & STRUCTURES
DEPARTMENT SUMMARY

	<u>ACTUAL</u> <u>2019-2020</u>	<u>ESTIMATED</u> <u>2020-2021</u>	<u>APPROVED</u> <u>2021-2022</u>
<u>DEPARTMENTS</u>			
Courthouse & Annexes	\$ 2,521,921	\$ 2,582,435	\$ 3,011,296
Port Arthur Buildings	788,712	811,201	907,955
Mid-County Buildings	205,854	235,019	260,234
Road & Bridge Pct. #1	1,426,244	1,577,243	1,966,566
Road & Bridge Pct. #2	1,739,231	1,719,003	1,970,165
Road & Bridge Pct. #3	1,856,592	1,909,690	2,050,217
Road & Bridge Pct. #4	1,830,509	1,839,145	2,244,257
Engineering	894,091	1,006,476	1,108,759
Parks & Recreation	127,444	158,327	212,644
GIS	-	-	185,155
Service Center	966,987	1,094,203	1,211,232
Total	<u>\$ 12,357,585</u>	<u>\$ 12,932,742</u>	<u>\$ 15,128,480</u>

	<u>APPROVED</u> <u>2021-2022</u>
<u>APPROPRIATIONS CATEGORY</u>	
Salaries & Wages	\$ 6,648,785
Fringe Benefits	3,195,985
Materials & Supplies	2,479,881
Maintenance & Utilities	2,066,081
Miscellaneous Services	737,748
Total	<u>\$ 15,128,480</u>



PERSONNEL SUMMARY

	Elected Official	Clerical, Administrative & Fiscal	Law Enforcement	Labor, Trades & Maintenance	Nursing & Public Health	Human & Social Services	Other Un-Classified or Contract	TOTAL
Courthouse & Annexes	-	2	-	12	-	-	-	14
Port Arthur Buildings	-	1	-	6	-	-	-	7
Mid-County Buildings	-	-	-	1	-	-	-	1
Road & Bridge Pct. #1	1	1	-	11	-	-	-	13
Road & Bridge Pct. #2	1	1	-	14	-	-	-	16
Road & Bridge Pct. #3	1	1	-	14	-	-	-	16
Road & Bridge Pct. #4	1	2	-	14	-	-	1	18
Engineering	-	2	-	7	-	-	-	9
Parks & Recreation	-	-	-	-	-	-	-	-
GIS	-	-	-	1	-	-	-	1
Service Center	-	-	-	4	-	-	-	4
Total	<u>4</u>	<u>10</u>	<u>-</u>	<u>84</u>	<u>-</u>	<u>-</u>	<u>1</u>	<u>99</u>

MAINTENANCE - EQUIPMENT & STRUCTURES
DIVISION SUMMARY

	<u>ACTUAL</u> <u>2019-2020</u>	<u>ESTIMATED</u> <u>2020-2021</u>	<u>APPROVED</u> <u>2021-2022</u>
<u>Courthouse & Annexes</u>			
Salaries & Wages	\$ 614,691	\$ 629,912	\$ 810,873
Fringe Benefits	313,894	329,724	400,818
Materials & Supplies	82,092	75,926	90,500
Maintenance & Utilities	1,126,001	1,149,158	1,309,240
Miscellaneous Services	385,243	397,715	399,865
Total	<u>\$ 2,521,921</u>	<u>\$ 2,582,435</u>	<u>\$ 3,011,296</u>
<u>Port Arthur Buildings</u>			
Salaries & Wages	\$ 348,427	\$ 359,012	\$ 405,971
Fringe Benefits	168,614	170,852	186,810
Materials & Supplies	19,771	21,653	25,014
Maintenance & Utilities	141,054	143,193	171,660
Miscellaneous Services	110,846	116,491	118,500
Total	<u>\$ 788,712</u>	<u>\$ 811,201</u>	<u>\$ 907,955</u>
<u>Mid-County Buildings</u>			
Salaries & Wages	\$ 66,833	\$ 78,996	\$ 84,558
Fringe Benefits	37,161	40,752	43,337
Materials & Supplies	3,029	4,026	3,900
Maintenance & Utilities	47,824	55,445	71,300
Miscellaneous Services	51,007	55,800	57,139
Total	<u>\$ 205,854</u>	<u>\$ 235,019</u>	<u>\$ 260,234</u>
<u>Road & Bridge Pct. #1</u>			
Salaries & Wages	\$ 766,956	\$ 791,688	\$ 880,945
Fringe Benefits	388,505	385,637	428,357
Materials & Supplies	218,715	323,939	581,164
Maintenance & Utilities	46,284	50,682	60,800
Miscellaneous Services	5,784	25,297	15,300
Total	<u>\$ 1,426,244</u>	<u>\$ 1,577,243</u>	<u>\$ 1,966,566</u>
<u>Road & Bridge Pct. #2</u>			
Salaries & Wages	\$ 938,758	\$ 937,436	\$ 1,060,783
Fringe Benefits	493,175	484,289	541,107
Materials & Supplies	246,755	235,254	279,455
Maintenance & Utilities	50,300	48,361	73,500
Miscellaneous Services	10,243	13,663	15,320
Total	<u>\$ 1,739,231</u>	<u>\$ 1,719,003</u>	<u>\$ 1,970,165</u>
<u>Road & Bridge Pct. #3</u>			
Salaries & Wages	\$ 964,262	\$ 993,977	\$ 1,044,009
Fringe Benefits	481,842	493,588	519,578
Materials & Supplies	329,632	333,823	390,499
Maintenance & Utilities	71,135	76,141	79,311
Miscellaneous Services	9,721	12,161	16,820
Total	<u>\$ 1,856,592</u>	<u>\$ 1,909,690</u>	<u>\$ 2,050,217</u>

MAINTENANCE - EQUIPMENT & STRUCTURES
DIVISION SUMMARY

	<u>ACTUAL</u> <u>2019-2020</u>	<u>ESTIMATED</u> <u>2020-2021</u>	<u>APPROVED</u> <u>2021-2022</u>
<u>Road & Bridge Pct. #4</u>			
Salaries & Wages	\$ 944,687	\$ 978,534	\$ 1,197,495
Fringe Benefits	444,967	447,906	560,972
Materials & Supplies	285,412	220,103	352,700
Maintenance & Utilities	124,164	167,276	82,250
Miscellaneous Services	31,279	25,326	50,840
Total	\$ <u>1,830,509</u>	\$ <u>1,839,145</u>	\$ <u>2,244,257</u>
<u>Engineering</u>			
Salaries & Wages	\$ 594,438	\$ 669,581	\$ 734,350
Fringe Benefits	268,056	299,584	328,865
Materials & Supplies	16,492	18,862	25,350
Maintenance & Utilities	1,172	821	1,100
Miscellaneous Services	13,933	17,628	19,094
Total	\$ <u>894,091</u>	\$ <u>1,006,476</u>	\$ <u>1,108,759</u>
<u>Parks & Recreation</u>			
Salaries & Wages	\$ 36,554	\$ 43,135	\$ 44,952
Fringe Benefits	5,400	11,952	12,515
Materials & Supplies	37,877	46,183	71,288
Maintenance & Utilities	37,463	39,282	55,150
Miscellaneous Services	10,150	17,775	28,739
Total	\$ <u>127,444</u>	\$ <u>158,327</u>	\$ <u>212,644</u>
<u>GIS</u>			
Salaries & Wages	\$ -	\$ -	\$ 118,300
Fringe Benefits	-	-	42,284
Materials & Supplies	-	-	19,561
Maintenance & Utilities	-	-	550
Miscellaneous Services	-	-	4,460
Total	\$ <u>-</u>	\$ <u>-</u>	\$ <u>185,155</u>
<u>Service Center</u>			
Salaries & Wages	\$ 233,841	\$ 240,916	\$ 266,549
Fringe Benefits	118,651	121,321	131,342
Materials & Supplies	459,821	550,541	640,450
Maintenance & Utilities	146,288	172,044	161,220
Miscellaneous Services	8,386	9,381	11,671
Total	\$ <u>966,987</u>	\$ <u>1,094,203</u>	\$ <u>1,211,232</u>

CAPITAL OUTLAY

Capital Outlay is the detail of all capital equipment purchases approved by Commissioners' Court for the fiscal year. All capital equipment purchases not listed require a budget amendment approved by the Court.

**CAPITAL OUTLAY
DEPARTMENT SUMMARY**

	<u>ACTUAL</u> <u>2019-2020</u>	<u>ESTIMATED</u> <u>2020-2021</u>	<u>APPROVED</u> <u>2021-2022</u>
<u>DEPARTMENTS</u>			
Tax Assessor-Collector	\$ -	\$ 23,866	\$ -
Human Resources	-	-	-
County Auditor	3,728	4,500	4,500
County Clerk	23,318	-	-
County Judge	-	4,931	-
Risk Management	-	3,413	-
County Treasurer	-	3,062	-
Printing	-	-	-
Purchasing Agent	2,861	-	-
General Services	34,643	-	-
Management Information Systems	230,572	912,642	944,373
Voters Registration Department	-	-	-
Elections Department	18,998	-	7,500
Veterans Services	-	-	-
District Attorney	19,574	8,500	33,864
District Clerk	6,773	3,410	1,310
District Courts	6,536	29,481	4,210
Jury Fund	-	1,432	-
Justice of the Peace	-	-	-
County Courts at Law	3,483	5,000	-
Court Master	1,205	-	-
Dispute Resolution Center	-	-	-
Community Supervision	-	2,879	8,718
Sheriff	310,687	240,000	359,000
Crime Laboratory	950	3,536	54,800
Jail	298,562	185,741	369,866
Juvenile Probation	-	-	-
Juvenile Detention Home	-	-	-
Constables	109,156	99,419	78,906
County Morgue	-	-	-
Agricultural Extension Service	1,777	1,800	1,800
Health & Welfare Unit 1	-	-	10,475
Health & Welfare Unit 2	-	-	4,586
Nurse Practitioner	-	-	-
Environmental Control	-	-	-
Indigent Medical Services	-	-	-
Emergency Management	-	-	-
Mosquito Control	17,000	4,500	-
Courthouse & Annexes	45,201	6,875	263,483
Port Arthur Buildings	72,781	17,157	5,548
Mid-County Buildings	24,935	-	-
Road & Bridge Pct. #1	71,585	136,612	464,263
Road & Bridge Pct. #2	324,602	-	280,907
Road & Bridge Pct. #3	370,874	36,733	229,625
Road & Bridge Pct. #4	715,380	77,250	270,399
Engineering	9,287	33,912	-
Parks & Recreation	-	-	-
GIS	-	-	5,557
Service Center	62,277	-	30,178
Total Capital Outlay	\$ <u>2,786,745</u>	\$ <u>1,846,651</u>	\$ <u>3,433,868</u>

**CAPITAL OUTLAY
DIVISION SUMMARY**

<u>County Auditor</u>				
120-1013-415-60-02	2 - DESKTOP COMPUTER	\$	3,000	
120-1013-415-60-02	1 - LAPTOP		1,500	
				\$ 4,500
<u>Management Information Systems</u>				
120-1025-415-60-02	1 - DELL EMC SERVER		32,031	
120-1025-415-60-02	2 - DELL POWEREDGE R440 SERVERS - REPLACE		10,894	
120-1025-415-60-02	DELL STORAGE SERVER (SAN) UPGRADE - MORE SPACE		27,788	
120-1025-415-60-02	ALCATEL 10 GB SWITCH (MAIN CRTHSE)-UP BANDWIDTH		64,800	
120-1025-415-60-02	ALCATEL 10 GB SWITCH (MAIN)-UP BANDWIDTH		7,200	
120-1025-415-60-02	ALCATEL 10 GB SWITCH (ANNEX D)-UP BANDWIDTH		3,600	
120-1025-415-60-02	SAN SUPPORT/MAINTENANCE - RENEWAL		2,800	
120-1025-415-60-02	LAPTOP - HIGH END - REPLACE FOR ROUTER/SWITCH		2,245	
120-1025-415-60-02	4 - HIGH END COMPUTERS		9,600	
120-1025-415-60-02	WIRELESS ACCESS POINTS - INCREASE NETWORK		2,000	
120-1025-415-60-02	CISCO VOIP SWITCH - REPLACE		6,650	
120-1025-415-60-02	BATTERIES FOR HIGH END UPS FOR THE PHONE SYSTEM		1,600	
120-1025-415-60-53	IBM SOFTWARE SUBSCRIPTION - RENEW		4,600	
120-1025-415-60-53	MICRO FOCUS (RUMBA) SITE LICENSE RENEW		2,106	
120-1025-415-60-53	HAWKEYE-PATHFINDER - PROGRAMMING AS400 - RENEW		750	
120-1025-415-60-53	WATCHGUARD FIREWALL SW SUITE - RENEW		12,000	
120-1025-415-60-53	BARRICUDA - BACKUP SERVERS - RENEW		15,000	
120-1025-415-60-53	LINOMA GOANYWHERE MAINTENANCE - FTP TRANSFER-RENEW		1,377	
120-1025-415-60-53	PREMIUM IMAIL ANTI-VIRUS - EMAIL SERVER - RENEW		2,400	
120-1025-415-60-53	PEERNET TIFF IMAGE PRINTER SOFTWARE - SERVER-RENEW		850	
120-1025-415-60-53	EVERGREEN ISERIES REPORT DOWNLOADER - RENEW		350	
120-1025-415-60-53	SITEIMPROVE WEB SITE DEVELOPMENT - RENEW		2,900	
120-1025-415-60-53	PER-ZIP ADDRESS VERIFICATION - RENEW		3,250	
120-1025-415-60-53	PITNEY-BOWES ADDRESS VERIFICATION - RENEW		2,500	
120-1025-415-60-53	2 - SPOTLIGHT ON SQL SERVER ENTERPRISE - RENEW		937	
120-1025-415-60-53	SMS MESSAGING SERVER-USED BY JURY SYSTEM TXT MESSAGE		261	
120-1025-415-60-53	SOLAR WINDS - RENEW		902	
120-1025-415-60-53	BACKUP EXEC - BACKUP FOR PHONE SYSTEM - RENEW		1,400	
120-1025-415-60-53	HELP SYSTEM - POWERTECH MAINTENANCE		3,832	
120-1025-415-60-53	TYLER TECHNOLOGIES SAAS FEE - YEAR 3		669,037	
120-1025-415-60-53	SOPHOS ENDPOINT SECURITY - 1100 USERS		30,706	
120-1025-415-60-53	WINDOWS SERVER CALS - NEW		2,128	
120-1025-415-60-53	QUEST TOAD RENEWAL - NEW		732	
120-1025-415-60-53	KNOWBE4 RENEWAL - NEW		15,147	
				944,373
<u>Elections Department</u>				
120-1034-414-60-02	2 - LAPTOPS FOR INVENTORY MANAGEMENT		5,000	
120-1034-414-60-02	1 - LAPTOP FOR EARLY VOTING BALLOT BOARD & POLL WORKER TRAINING		2,500	
				7,500
<u>District Attorney</u>				
120-2030-412-60-02	19 - LAPTOPS		33,864	
				33,864
<u>District Clerk</u>				
120-2031-412-60-02	1 - DESKTOP COMPUTER		1,310	
				1,310
<u>58th District Court</u>				
120-2033-412-60-02	1 - DESKTOP COMPUTER		1,210	
				1,210
<u>60th District Court</u>				
120-2034-412-60-02	1 - LAPTOP		1,500	
				1,500
<u>172nd District Court</u>				
120-2036-412-60-02	1 - LAPTOP		1,500	
				1,500

**CAPITAL OUTLAY
DIVISION SUMMARY**

Community Supervision

120-3058-424-60-02	2 - LAPTOPS	3,062	
120-3058-424-60-22	CAMERA SYSTEM FOR PA BUILDING	5,656	
			8,718

Sheriff's Office

120-3059-421-60-02	6 - DESKTOP COMPUTER	9,000	
120-3059-421-60-02	10 - COMPUTERS (HIS REIMBURSEMENT \$5,900)	12,000	
120-3059-421-60-07	2 - POLICE VEHICLES - WARRANTS	66,000	
120-3059-421-60-07	1- TAHOE - K9 W/ KENNEL	40,000	
120-3059-421-60-07	5 - TAHOES - PATROL	175,000	
120-3059-421-60-07	MRAP VEHICLE MAINTENANCE	4,000	
120-3059-421-60-18	COBAN IN-CAR CPU MONITOR CAMERA/REPAIR	15,000	
120-3059-421-60-35	SOFTWARE UPDATE - RADIO REPROGRAMMING	38,000	
			359,000

Crime Laboratory

120-3060-421-60-02	14 - COMPUTERS	16,800	
120-3060-421-60-07	1 - VEHICLE - EXPEDITION	38,000	
			54,800

Jail

120-3062-423-60-02	16 TB HYBRID VIDEO RECORDER W/20 RECEIVER & TRANSMIT	25,849	
120-3062-423-60-07	2 - TRANSFER VANS	80,522	
120-3062-423-60-13	REPLACEMENT OF AIR HANDLER UNITS - M DORM	175,000	
120-3062-423-60-14	RELOCATION OF 18 DORM COMMAND POSTS	42,012	
120-3062-423-60-18	4 - WASHING MACHINES	10,274	
120-3062-423-60-18	1 - KABOTA 4 WD TRACTOR	36,209	
			369,866

Constable Pct 2

120-3066-425-60-07	1 - TAHOE WITH LIGHTS, SIRENS, AND STRIPING	38,187	
			38,187

Constable Pct. 6

120-3070-425-60-18	1 - CONTROL RADIO STATION	5,013	
			5,013

Constable Pct. 8

120-3072-425-60-07	1 - TAHOE WITH LIGHT BAR AND EQUIPMENT	35,706	
			35,706

Agriculture Extension Services

120-4071-461-60-02	3 - COMPUTERS - COST SHARE	1,800	
			1,800

Health & Welfare I

120-5074-441-60-02	22 - UPGRADE COMPUTERS	4,704	
120-5074-441-60-18	SECURITY SYSTEM	5,771	
			10,475

Health & Welfare II

120-5075-441-60-02	17 - UPGRADE COMPUTERS	4,586	
			4,586

Courthouse & Annexes

120-6083-416-60-02	2 - LAPTOPS	2,551	
120-6083-416-60-03	UPGRADE FIRE ALARM CONTROL PANEL & REPLACE 20 SMOKE DETECTORS	8,495	
120-6083-416-60-03	DOWNTOWN JAIL REPAIR GRANITE PANEL	9,800	
120-6083-416-60-03	COUNTY CLERK WATERPROOF EXTERIOR OF BUILDING	9,800	
120-6083-416-60-03	INSTALL AND FURNISH NEW LIFT FOR LOADING DOCK	56,000	
120-6083-416-60-03	REPLACE REMAINING VESA UNITS FIRE ALARM DOWNTOWN JAIL	149,890	
120-6083-416-60-07	1 - FORD VAN	26,947	
			263,483

Port Arthur Buildings

120-6084-416-60-14	CONTROLLED ACCESS FOR PORT ARTHUR H&W & ADULT PROBATION OFFICE	5,548	
			5,548

**CAPITAL OUTLAY
DIVISION SUMMARY**

Road & Bridge Pct. #1

111-0109-431-60-11	1 - ETYNE 2000 GALLON ASPHALT DISTRIBUTOR	220,000	
111-0109-431-60-11	1 - BOMAG MODEL PNEUMATIC ROLLER	94,263	
111-0109-431-60-42	1 - DUMP TRUCK	80,000	
111-0109-431-60-42	1 - PICKUP TRUCK	35,000	
111-0109-431-60-42	1 - USED HAUL TRUCK	35,000	
			464,263

Road & Bridge Pct. #2

112-0208-431-60-36	STRIPE SPURLOCK ROAD - CONCRETE ROAD - CONTRACT OUT	41,850	
112-0209-431-60-11	1 - BOMAG SINGLE DRUM VIBRATORY ROLLER	120,000	
112-0209-431-60-42	1 - CREW CAB TRUCK	33,382	
112-0209-431-60-42	1 - DUMP TRUCK	85,675	
			280,907

Road & Bridge Pct. #3

113-0308-431-60-14	SERVICE CENTER PAINTING EXTERIOR	19,400	
113-0309-431-60-11	1 - KABOTA 4WD CAB & TERRAIN KING 22' BOOM / 60" ROTARY	135,100	
113-0309-431-60-42	1 - F250 TRUCK	44,198	
113-0309-431-60-42	1 - CHEVROLET SILVERADO	30,927	
			229,625

Road & Bridge Pct. #4

114-0409-431-60-11	1 - BOMAG SINGLE DRUM VIBRATORY ROLLER	140,099	
114-0409-431-60-11	1 - FRONT END LOADER	130,300	
			270,399

GIS

115-0515-431-60-02	1 - IPAD FIELD COLLECTION AIR WIFI & CELLULAR	799	
115-0515-431-60-02	2 - DELL 5820 TOWER WORKSTATION	4,758	
			5,557

Service Center

120-8095-417-60-07	1 - FORD EXPLORER - POOL CAR	30,178	
			30,178

Total Capital Outlay		\$	<u><u>3,433,868</u></u>

SPECIAL PURPOSE FUNDING

Special Purpose Funding is used to account for expenditures that are non-operational or non-departmental in nature. Transfers to other funds include transfers to Special Revenue Funds, Capital Projects Funds, Jack Brooks Regional Airport Enterprise Fund, and to Ford Park Enterprise Fund to provide for improvements and operational expenditures. Contingency Appropriations are also noted here.

**SPECIAL PURPOSE FUNDING
DEPARTMENT SUMMARY**

	<u>ACTUAL 2019-2020</u>	<u>ESTIMATED 2020-2021</u>	<u>APPROVED 2021-2022</u>
<u>DEPARTMENTS</u>			
Contingency Appropriation			
General Fund	\$ <u> -</u>	\$ <u> -</u>	\$ <u> 900,000</u>
Total Contingency Appropriation	\$ <u> -</u>	\$ <u> -</u>	\$ <u> 900,000</u>
Transfers Out			
General Fund	\$ <u> 3,217,646</u>	\$ <u> 2,725,767</u>	\$ <u> 2,745,362</u>
Total Transfers Out	\$ <u> 3,217,646</u>	\$ <u> 2,725,767</u>	\$ <u> 2,745,362</u>

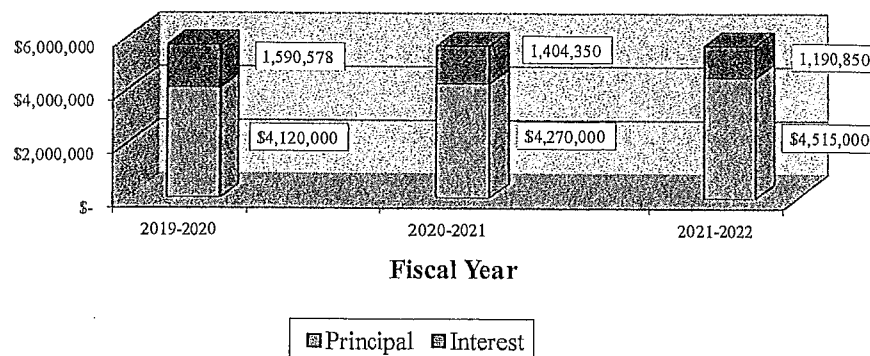


DEBT SERVICE

DEBT SERVICE FUND
SUMMARY OF REVENUES AND EXPENDITURES

	<u>ACTUAL</u> <u>2019-2020</u>	<u>ESTIMATED</u> <u>2020-2021</u>	<u>APPROVED</u> <u>2021-2022</u>
REVENUES			
Property Taxes	\$ 5,532,537	\$ 5,672,066	\$ 5,554,768
Interest	38,073	4,361	7,900
Total Revenues	<u>\$ 5,570,610</u>	<u>\$ 5,676,427</u>	<u>\$ 5,562,668</u>
OTHER SOURCES			
Transfers In	\$ -	\$ -	\$ -
Total Other Sources	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Total Revenues & Other Sources	<u>\$ 5,570,610</u>	<u>\$ 5,676,427</u>	<u>\$ 5,562,668</u>
EXPENDITURES			
Principal Payments	\$ 4,120,000	\$ 4,270,000	\$ 4,515,000
Interest Payments	1,590,578	1,404,350	1,190,850
Transaction Fees	3,550	3,600	5,000
Total Expenditures	<u>\$ 5,714,128</u>	<u>\$ 5,677,950</u>	<u>\$ 5,710,850</u>
OTHER USES			
Transfers Out	\$ -	\$ -	\$ -
Total Other Uses	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Total Appropriations	<u>\$ 5,714,128</u>	<u>\$ 5,677,950</u>	<u>\$ 5,710,850</u>
BEGINNING FUND BALANCE	<u>\$ 348,612</u>	<u>\$ 205,094</u>	<u>\$ 203,571</u>
ENDING FUND BALANCE	<u>\$ 205,094</u>	<u>\$ 203,571</u>	<u>\$ 55,389</u>
RESERVED FOR DEBT SERVICE	<u>\$ 205,094</u>	<u>\$ 203,571</u>	<u>\$ 55,389</u>

Principal & Interest Payments



DEBT SERVICE FUND
SUMMARY OF ANNUAL DEBT SERVICE REQUIREMENTS

<u>FISCAL YEAR</u>	<u>PRINCIPAL</u>	<u>INTEREST</u>	<u>TOTAL</u>
2022	\$ 4,515,000	\$ 1,190,850	\$ 5,705,850
2023	4,745,000	965,100	5,710,100
2024	4,930,000	727,850	5,657,850
2025	5,100,000	567,850	5,667,850
2026	665,000	402,150	1,067,150
2027	700,000	368,900	1,068,900
2028	735,000	333,900	1,068,900
2029	775,000	297,150	1,072,150
2030	795,000	273,900	1,068,900
2031	820,000	250,050	1,070,050
2032	845,000	225,450	1,070,450
2033	870,000	200,100	1,070,100
2034	895,000	174,000	1,069,000
2035	925,000	147,150	1,072,150
2036	950,000	119,400	1,069,400
2037	980,000	90,900	1,070,900
2038	1,010,000	61,500	1,071,500
2039	1,040,000	31,200	1,071,200
	<u>\$ 31,295,000</u>	<u>\$ 6,427,400</u>	<u>\$ 37,722,400</u>

DEBT SERVICE FUND
SUMMARY OF TOTAL INDEBTEDNESS

<u>ISSUE</u>	<u>MATURITY DATE</u>	<u>ORIGINAL ISSUE</u>	<u>MATURITIES</u>	<u>OUTSTANDING 10/1/2021</u>
2012 Refunding - General Obligation	2025	\$ 47,305,000	\$ 30,380,000	\$ 16,925,000
2019 Certificates of Obligation	2039	15,395,000	1,025,000	14,370,000
Total				<u>\$ 31,295,000</u>

COMPUTATION OF LEGAL DEBT MARGIN

Assessed Value of Real Property	<u>\$20,156,781,192</u>
Assessed Value of All Taxable Property	<u>\$25,923,219,835</u>

**Bonds Issued Under Article III,
Section 52 of the Texas Constitution:**

The County is authorized under Article III, Section 52 of the State Constitution to issue bonds payable from ad valorem taxes for the construction and maintenance of roads. There is no constitutional or statutory limit as to the rate on bonds issued pursuant to such constitutional provision. However, the amount of bonds which may be issued is limited to 25% of the assessed valuation of real property in the County.

Debt Limit, 25% of Real Property Assessed Value	\$ 5,039,195,298

Amount of Debt Applicable to Constitutional

Debt Limit:

Total Bonded Applicable Debt	\$ 31,295,000	
Less Amount Available in Debt Service Fund	<u>203,571</u>	<u>31,091,429</u>

LEGAL DEBT MARGIN, BONDS ISSUED
 UNDER ARTICLE III, SECTION 52
 OF THE TEXAS CONSTITUTION

\$ 5,008,103,869

Bonds Issued Under Article VIII, Section 9:

In addition to unlimited tax bonds, the County may issue statutorily authorized bonds payable from the proceeds of a limited ad valorem tax provided for in Article VII, Section 9 of the State Constitution. Such constitutional provision provides that a County is limited to an ad valorem tax rate of \$0.80 per \$100 of assessed valuation for general fund, permanent improvement fund, road and bridge fund, and jury fund purposes.

Certain of the County's bonds payable from such limited tax may be issued under the provisions of Government Code 1301.003 (c). The principal amount of all bonds which may be issued under the provision of such Code is limited in the aggregate to 5% of the assessed valuation. The debt limit under Government Code 1301.003 (c) is approximately \$1,296,160,992 compared to applicable bonds outstanding at October 1, 2021 of \$31,295,000.

DEBT SERVICE FUND
SCHEDULE OF CURRENT DEBT SERVICE REQUIREMENTS

ISSUE	BALANCE OUTSTANDING					BALANCE OUTSTANDING	
	10/1/2021	PRINCIPAL	INTEREST	FEES	TOTAL	10/1/2022	
2012 Refunding - General Obligation	\$ 16,925,000	\$ 3,965,000	\$ 670,450	\$ 2,500	\$ 4,637,950	\$ 12,960,000	
2019 Certificates of Obligation	14,370,000	550,000	520,400	2,500	1,072,900	13,820,000	
	<u>\$ 31,295,000</u>	<u>\$ 4,515,000</u>	<u>\$ 1,190,850</u>	<u>\$ 5,000</u>	<u>\$ 5,710,850</u>	<u>\$ 26,780,000</u>	

SPECIAL REVENUE FUNDS

SPECIAL REVENUE FUNDS
SUMMARY OF REVENUES AND EXPENDITURES

	<u>ACTUAL</u> <u>2019-2020</u>	<u>ESTIMATED</u> <u>2020-2021</u>	<u>APPROVED</u> <u>2021-2022</u>
REVENUES			
Sales Taxes	\$ 1,632,387	\$ 1,596,144	\$ 1,475,000
Fees	1,564,421	1,547,620	1,586,815
Sales, Rentals & Services	24,759	82,372	29,000
Intergovernmental	2,567,648	2,883,061	3,794,843
Fines & Forfeitures	151,095	167,508	130,000
Interest	136,746	25,611	22,064
Contributions	<u>3,900</u>	<u>3,900</u>	<u>3,900</u>
Total Revenues	\$ <u>6,080,956</u>	\$ <u>6,306,216</u>	\$ <u>7,041,622</u>
OTHER SOURCES			
Transfers In	\$ <u>534,089</u>	\$ <u>645,197</u>	\$ <u>655,943</u>
Total Other Sources	\$ <u>534,089</u>	\$ <u>645,197</u>	\$ <u>655,943</u>
Total Revenues & Other Sources	\$ <u>6,615,045</u>	\$ <u>6,951,413</u>	\$ <u>7,697,565</u>
EXPENDITURES			
General Government	\$ 625,330	\$ 403,283	\$ 642,258
Judicial & Law Enforcement	3,626,444	3,795,471	5,038,647
Education & Recreation	748,587	813,164	991,938
Maintenance - Equipment & Structures	22,463	93,062	159,264
Capital Outlay	<u>2,038,387</u>	<u>1,554,957</u>	<u>2,089,918</u>
Total Expenditures	\$ <u>7,061,211</u>	\$ <u>6,659,937</u>	\$ <u>8,922,025</u>
OTHER USES			
Transfers Out	\$ <u>47,039</u>	\$ <u>75,000</u>	\$ <u>323,544</u>
Total Other Uses	\$ <u>47,039</u>	\$ <u>75,000</u>	\$ <u>323,544</u>
Total Appropriations	\$ <u>7,108,250</u>	\$ <u>6,734,937</u>	\$ <u>9,245,569</u>
BEGINNING FUND BALANCE	\$ <u>11,470,745</u>	\$ <u>10,977,540</u>	\$ <u>11,194,016</u>
ENDING AVAILABLE FUND BALANCE	\$ <u><u>10,977,540</u></u>	\$ <u><u>11,194,016</u></u>	\$ <u><u>9,646,012</u></u>

SPECIAL REVENUE FUNDS
SUMMARY OF EXPENDITURES BY DIVISION

	<u>ACTUAL</u> <u>2019-2020</u>	<u>ESTIMATED</u> <u>2020-2021</u>	<u>APPROVED</u> <u>2021-2022</u>
<u>Department / Division</u>			
General Government			
County Clerk - Records Management	\$ 170,488	\$ 165,887	\$ 170,567
County Clerk - Records Archive	427,487	210,582	398,392
County Records Management	27,355	26,814	44,283
Tax Office Auto Dealer	-	-	29,016
	<u> </u>	<u> </u>	<u> </u>
Total General Government	\$ <u>625,330</u>	\$ <u>403,283</u>	\$ <u>642,258</u>
Judicial & Law Enforcement			
Breath Alcohol Testing	\$ 789	\$ 5,600	\$ 16,220
Security Fee	555,512	585,939	610,442
DWI Pretrial Division	74,774	103,460	113,674
Misdemeanor Pretrial	1,412	1,413	1,500
Veteran's Pretrial	1,413	1,413	1,500
Law Officer Training	32,197	51,800	84,125
SCAAP Grant	14,289	7,200	37,700
D.A.R.E. Contributions	3,375	5,000	8,300
Family Protection Fee Fund	13,500	10,500	13,500
Deputy Sheriff Education	1,589	10,000	25,000
Constable Pct 1 - Education	-	1,500	2,500
Constable Pct 2 - Education	1,611	1,000	1,500
Constable Pct 4 - Education	-	-	1,000
Constable Pct 6 - Education	-	-	1,800
Constable Pct 7 - Education	-	-	1,000
Constable Pct 8 - Education	150	3,000	3,564
J.P. Courtroom Technology Fee	2,735	3,000	20,000
District Clerk - Records Management	13,134	14,784	18,913
Justice Court Building Security	-	-	-
Child Abuse Prevention	-	-	500
D.A.'s Forfeiture	80,731	47,053	137,000
Sheriff's Forfeiture	171,442	95,239	290,200
D.A.'s Hot Check	9,054	4,000	37,000
Local Truancy Prevention	-	-	5,000
Guardianship Fee	3,637	10,000	20,000
Juvenile Delinquency Prevention	-	-	100
County & District Court Technology Fund	3,170	3,000	4,000
District Court Records Technology Fund	10,395	50,000	50,763
Marine Division	2,306,802	2,435,848	3,149,374
Sheriff - Spindletop Grant	324,733	344,722	382,472
	<u> </u>	<u> </u>	<u> </u>
Total Judicial & Law Enforcement	\$ <u>3,626,444</u>	\$ <u>3,795,471</u>	\$ <u>5,038,647</u>
Education & Recreation			
Law Library	\$ 2,818	\$ 3,360	\$ 3,360
Hotel Occupancy Tax	745,769	809,804	988,578
	<u> </u>	<u> </u>	<u> </u>
Total Education & Recreation	\$ <u>748,587</u>	\$ <u>813,164</u>	\$ <u>991,938</u>

SPECIAL REVENUE FUNDS
SUMMARY OF EXPENDITURES BY DIVISION

	<u>ACTUAL</u> <u>2019-2020</u>	<u>ESTIMATED</u> <u>2020-2021</u>	<u>APPROVED</u> <u>2021-2022</u>
Maintenance - Equipment & Structures			
Lateral Road - Precinct 1	\$ -	\$ 63,000	\$ -
Lateral Road - Precinct 2	-	-	-
Lateral Road - Precinct 3	-	-	60,000
Lateral Road - Precinct 4	8,000	8,000	8,000
J C Assistance District 4	<u>14,463</u>	<u>22,062</u>	<u>91,264</u>
	\$ <u>22,463</u>	\$ <u>93,062</u>	\$ <u>159,264</u>
Capital Outlay	\$ <u>2,038,387</u>	\$ <u>1,554,957</u>	\$ <u>2,089,918</u>
Special Purpose Funding			
Transfers Out	\$ <u>47,039</u>	\$ <u>75,000</u>	\$ <u>323,544</u>
	\$ <u>47,039</u>	\$ <u>75,000</u>	\$ <u>323,544</u>
Total Special Fund Expenditures	\$ <u><u>7,108,250</u></u>	\$ <u><u>6,734,937</u></u>	\$ <u><u>9,245,569</u></u>

SPECIAL REVENUE FUNDS
SUMMARY OF CHANGES IN FUND BALANCE BY FUND

	ESTIMATED BALANCE 10/1/2021	REVENUES	EXPENDITURES	PROPOSED BALANCE 9/30/2022
Lateral Road - Precinct 1	\$ 2,818	7,475	-	\$ 10,293
Lateral Road - Precinct 2	106,744	7,535	-	114,279
Lateral Road - Precinct 3	253,535	7,755	60,000	201,290
Lateral Road - Precinct 4	35,894	7,440	8,000	35,334
Breath Alcohol Testing	24,199	4,540	16,220	12,519
Security Fee	94,963	641,000	650,442	85,521
Law Library	44	48,010	47,860	194
DWI Pretrial Diversion	317,260	72,000	113,674	275,586
Misdemeanor Pre-Trial	99,690	21,142	1,500	119,332
Veteran's Pre-Trial Program	988	628	1,500	116
Law Officer Training	87,376	25,175	90,625	21,926
County Clerk - Records Management	1,837,780	377,674	918,603	1,296,851
County Clerk - Records Archive	1,683,238	402,550	398,392	1,687,396
SCAAP Grant	43,779	32,065	75,360	484
County Records Management	301,412	107,086	240,807	167,691
D.A.R.E. Contributions	10,631	3,922	8,300	6,253
Family Protection Fee Fund	14,042	12,014	13,500	12,556
Deputy Sheriff Education	48,113	21,085	25,000	44,198
Constable Pct. 1 - Education	4,776	808	2,500	3,084
Constable Pct. 2 - Education	2,730	731	1,500	1,961
Constable Pct. 4 - Education	7,439	736	1,000	7,175
Constable Pct. 6 - Education	5,058	733	1,800	3,991
Constable Pct. 7 - Education	6,845	735	1,000	6,580
Constable Pct. 8 - Education	4,379	733	3,564	1,548
Tax Office Auto Dealer	227,053	9,034	129,016	107,071
J.P. Courtroom Technology Fee	156,092	31,000	95,000	92,092
Hotel Occupancy Tax	3,836,933	1,405,080	1,261,276	3,980,737
District Clerk - Records Management	21,424	15,032	18,913	17,543
Justice Court Building Security	188,193	30,273	50,000	168,466
Child Abuse Prevention	21,430	2,030	500	22,960
D.A.'s Forfeiture	456,021	50,500	152,000	354,521
Sheriff's Forfeiture	505,030	95,500	547,200	53,330
D.A.'s Hot Check	68,702	1,000	37,000	32,702
J C Assistance District 4	195,598	75,240	91,264	179,574
Local Truancy Prevention	45,963	35,055	5,000	76,018
Guardianship Fee	339,923	25,500	20,000	345,423
Juvenile Delinquency Prevention	102	-	100	2
County & District Court Technology Fund	16,650	5,023	16,000	5,673
District Court Records Technology Fund	52,613	35,100	50,763	36,950
Marine Division	-	3,707,918	3,707,918	-
Sheriff-Spindletop Grant	68,556	370,708	382,472	56,792
Total	\$ 11,194,016	\$ 7,697,565	\$ 9,245,569	\$ 9,646,012

SPECIAL REVENUE FUNDS - GENERAL GOVERNMENT
DIVISION SUMMARY

	<u>ACTUAL</u> <u>2019-2020</u>	<u>ESTIMATED</u> <u>2020-2021</u>	<u>APPROVED</u> <u>2021-2022</u>
<u>County Clerk - Records Management</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	29,373	5,000	5,000
Maintenance & Utilities	-	-	-
Miscellaneous Services	141,115	160,887	165,567
Total	\$ <u>170,488</u>	\$ <u>165,887</u>	\$ <u>170,567</u>
<u>County Clerk - Records Archive</u>			
Salaries & Wages	\$ 50,121	\$ 46,788	\$ 94,956
Fringe Benefits	11,625	11,832	26,436
Materials & Supplies	1,962	1,962	2,000
Maintenance & Utilities	-	-	-
Miscellaneous Services	363,779	150,000	275,000
Total	\$ <u>427,487</u>	\$ <u>210,582</u>	\$ <u>398,392</u>
<u>County Records Management</u>			
Salaries & Wages	\$ 17,247	\$ 16,872	\$ 25,487
Fringe Benefits	4,751	4,692	7,096
Materials & Supplies	2,398	3,100	5,250
Maintenance & Utilities	118	150	300
Miscellaneous Services	2,841	2,000	6,150
Total	\$ <u>27,355</u>	\$ <u>26,814</u>	\$ <u>44,283</u>
<u>Tax Office Auto Dealer</u>			
Salaries & Wages	\$ -	\$ -	\$ 4,706
Fringe Benefits	-	-	1,310
Materials & Supplies	-	-	10,000
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	-	13,000
Total	\$ <u>-</u>	\$ <u>-</u>	\$ <u>29,016</u>

SPECIAL REVENUE FUNDS - JUDICIAL & LAW ENFORCEMENT
DIVISION SUMMARY

	<u>ACTUAL</u> <u>2019-2020</u>	<u>ESTIMATED</u> <u>2020-2021</u>	<u>APPROVED</u> <u>2021-2022</u>
<u>Breath Alcohol Testing</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	203	2,500	3,000
Maintenance & Utilities	-	-	-
Miscellaneous Services	586	3,100	13,220
Total	<u>\$ 789</u>	<u>\$ 5,600</u>	<u>\$ 16,220</u>
<u>Security Fee</u>			
Salaries & Wages	\$ 241,385	\$ 242,330	\$ 262,720
Fringe Benefits	102,902	104,076	111,182
Materials & Supplies	18,349	6,200	6,540
Maintenance & Utilities	-	-	-
Miscellaneous Services	192,876	233,333	230,000
Total	<u>\$ 555,512</u>	<u>\$ 585,939</u>	<u>\$ 610,442</u>
<u>DWI Pretrial Diversion</u>			
Salaries & Wages	\$ 46,984	\$ 60,396	\$ 65,876
Fringe Benefits	25,221	36,592	41,273
Materials & Supplies	2,569	6,472	6,525
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	-	-
Total	<u>\$ 74,774</u>	<u>\$ 103,460</u>	<u>\$ 113,674</u>
<u>Misdemeanor Pretrial</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	1,412	1,413	1,500
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	-	-
Total	<u>\$ 1,412</u>	<u>\$ 1,413</u>	<u>\$ 1,500</u>
<u>Veteran's Pretrial Diversion</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	1,413	1,413	1,500
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	-	-
Total	<u>\$ 1,413</u>	<u>\$ 1,413</u>	<u>\$ 1,500</u>
<u>Law Officer Training</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	25,330	46,500	51,375
Maintenance & Utilities	1,237	2,800	5,500
Miscellaneous Services	5,630	2,500	27,250
Total	<u>\$ 32,197</u>	<u>\$ 51,800</u>	<u>\$ 84,125</u>

SPECIAL REVENUE FUNDS - JUDICIAL & LAW ENFORCEMENT
DIVISION SUMMARY

	<u>ACTUAL</u> <u>2019-2020</u>	<u>ESTIMATED</u> <u>2020-2021</u>	<u>APPROVED</u> <u>2021-2022</u>
<u>SCAAP Grant</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	30,500
Maintenance & Utilities	-	-	-
Miscellaneous Services	14,289	7,200	7,200
Total	<u>\$ 14,289</u>	<u>\$ 7,200</u>	<u>\$ 37,700</u>
<u>D.A.R.E. Contributions</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	3,375	5,000	8,300
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	-	-
Total	<u>\$ 3,375</u>	<u>\$ 5,000</u>	<u>\$ 8,300</u>
<u>Family Protection Fee Fund</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	13,500	10,500	13,500
Total	<u>\$ 13,500</u>	<u>\$ 10,500</u>	<u>\$ 13,500</u>
<u>Deputy Sheriff Education</u>			
Miscellaneous Services	\$ 1,589	\$ 10,000	\$ 25,000
Total	<u>\$ 1,589</u>	<u>\$ 10,000</u>	<u>\$ 25,000</u>
<u>Constable Pct 1 - Education</u>			
Miscellaneous Services	\$ -	\$ 1,500	\$ 2,500
Total	<u>\$ -</u>	<u>\$ 1,500</u>	<u>\$ 2,500</u>
<u>Constable Pct 2 - Education</u>			
Miscellaneous Services	\$ 1,611	\$ 1,000	\$ 1,500
Total	<u>\$ 1,611</u>	<u>\$ 1,000</u>	<u>\$ 1,500</u>
<u>Constable Pct 4 - Education</u>			
Miscellaneous Services	\$ -	\$ -	\$ 1,000
Total	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,000</u>
<u>Constable Pct 6 - Education</u>			
Miscellaneous Services	\$ -	\$ -	\$ 1,800
Total	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,800</u>
<u>Constable Pct 7 - Education</u>			
Miscellaneous Services	\$ -	\$ -	\$ 1,000
Total	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,000</u>
<u>Constable Pct 8 - Education</u>			
Miscellaneous Services	\$ 150	\$ 3,000	\$ 3,564
Total	<u>\$ 150</u>	<u>\$ 3,000</u>	<u>\$ 3,564</u>

SPECIAL REVENUE FUNDS - JUDICIAL & LAW ENFORCEMENT
DIVISION SUMMARY

	<u>ACTUAL</u> <u>2019-2020</u>	<u>ESTIMATED</u> <u>2020-2021</u>	<u>APPROVED</u> <u>2021-2022</u>
<u>J.P. Courtroom Technology Fee</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	2,735	3,000	20,000
Total	\$ <u>2,735</u>	\$ <u>3,000</u>	\$ <u>20,000</u>
<u>District Clerk - Records Management</u>			
Salaries & Wages	\$ 8,722	\$ 9,132	\$ 12,354
Fringe Benefits	2,406	2,532	3,439
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	2,006	3,120	3,120
Total	\$ <u>13,134</u>	\$ <u>14,784</u>	\$ <u>18,913</u>
<u>Justice Court Building Security</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	-	-
Total	\$ <u>-</u>	\$ <u>-</u>	\$ <u>-</u>
<u>Child Abuse Prevention</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	-	500
Total	\$ <u>-</u>	\$ <u>-</u>	\$ <u>500</u>
<u>D.A. Forfeiture</u>			
Salaries & Wages	\$ 75,063	\$ 40,000	\$ 120,000
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	5,668	5,553	10,000
Miscellaneous Services	-	1,500	7,000
Total	\$ <u>80,731</u>	\$ <u>47,053</u>	\$ <u>137,000</u>
<u>Sheriff's Forfeiture</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	72,711	22,050	63,000
Maintenance & Utilities	37,573	20,000	49,000
Miscellaneous Services	61,158	53,189	178,200
Total	\$ <u>171,442</u>	\$ <u>95,239</u>	\$ <u>290,200</u>

SPECIAL REVENUE FUNDS - JUDICIAL & LAW ENFORCEMENT
DIVISION SUMMARY

	<u>ACTUAL</u> <u>2019-2020</u>	<u>ESTIMATED</u> <u>2020-2021</u>	<u>APPROVED</u> <u>2021-2022</u>
<u>D.A.'s Hot Check</u>			
Salaries & Wages	\$ -	\$ -	\$ 30,000
Fringe Benefits	-	-	-
Materials & Supplies	530	2,500	3,000
Maintenance & Utilities	-	-	1,000
Miscellaneous Services	8,524	1,500	3,000
Total	\$ <u>9,054</u>	\$ <u>4,000</u>	\$ <u>37,000</u>
<u>Local Truancy Prevention</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	-	5,000
Total	\$ <u>-</u>	\$ <u>-</u>	\$ <u>5,000</u>
<u>Guardianship Fee</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	3,637	10,000	20,000
Total	\$ <u>3,637</u>	\$ <u>10,000</u>	\$ <u>20,000</u>
<u>Juvenile Delinquency Prevention</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	100
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	-	-
Total	\$ <u>-</u>	\$ <u>-</u>	\$ <u>100</u>
<u>County & District Court Technology Fund</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	3,170	3,000	4,000
Total	\$ <u>3,170</u>	\$ <u>3,000</u>	\$ <u>4,000</u>
<u>District Court Records Technology Fund</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	860	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	9,535	50,000	50,763
Total	\$ <u>10,395</u>	\$ <u>50,000</u>	\$ <u>50,763</u>

SPECIAL REVENUE FUNDS - JUDICIAL & LAW ENFORCEMENT
DIVISION SUMMARY

	<u>ACTUAL</u> <u>2019-2020</u>	<u>ESTIMATED</u> <u>2020-2021</u>	<u>APPROVED</u> <u>2021-2022</u>
<u>Marine Division</u>			
Salaries & Wages	\$ 1,322,735	\$ 1,429,873	\$ 1,704,239
Fringe Benefits	563,630	619,260	739,660
Materials & Supplies	190,420	149,888	337,500
Maintenance & Utilities	178,936	144,668	257,500
Miscellaneous Services	51,081	92,159	110,475
Total	<u>\$ 2,306,802</u>	<u>\$ 2,435,848</u>	<u>\$ 3,149,374</u>
<u>Sheriff - Spindletop Grant</u>			
Salaries & Wages	\$ 208,101	\$ 217,296	\$ 235,470
Fringe Benefits	100,350	103,164	110,352
Materials & Supplies	14,776	20,762	28,400
Maintenance & Utilities	1,506	2,000	3,000
Miscellaneous Services	-	1,500	5,250
Total	<u>\$ 324,733</u>	<u>\$ 344,722</u>	<u>\$ 382,472</u>

SPECIAL REVENUE FUNDS - EDUCATION & RECREATION
DIVISION SUMMARY

	<u>ACTUAL</u> <u>2019-2020</u>	<u>ESTIMATED</u> <u>2020-2021</u>	<u>APPROVED</u> <u>2021-2022</u>
<u>Law Library</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	2,818	3,360	3,360
Total	\$ <u>2,818</u>	\$ <u>3,360</u>	\$ <u>3,360</u>
<u>Hotel Occupancy Tax</u>			
Salaries & Wages	\$ 245,442	\$ 268,640	\$ 326,131
Fringe Benefits	126,555	133,639	152,417
Materials & Supplies	13,871	18,232	13,900
Maintenance & Utilities	38,778	48,205	47,800
Miscellaneous Services	321,123	341,088	448,330
Total	\$ <u>745,769</u>	\$ <u>809,804</u>	\$ <u>988,578</u>

SPECIAL REVENUE FUNDS - MAINTENANCE - EQUIPMENT & STRUCTURES
DIVISION SUMMARY

	<u>ACTUAL</u> <u>2019-2020</u>	<u>ESTIMATED</u> <u>2020-2021</u>	<u>APPROVED</u> <u>2021-2022</u>
<u>Lateral Road - Precinct 1</u>			
Materials & Supplies	\$ -	\$ 63,000	\$ -
Total	<u>\$ -</u>	<u>\$ 63,000</u>	<u>\$ -</u>
<u>Lateral Road - Precinct 2</u>			
Materials & Supplies	\$ -	\$ -	\$ -
Total	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<u>Lateral Road - Precinct 3</u>			
Materials & Supplies	\$ -	\$ -	\$ 60,000
Total	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 60,000</u>
<u>Lateral Road - Precinct 4</u>			
Materials & Supplies	\$ 8,000	\$ 8,000	\$ 8,000
Total	<u>\$ 8,000</u>	<u>\$ 8,000</u>	<u>\$ 8,000</u>
<u>J C Assistance District 4</u>			
Salaries & Wages	\$ 10,766	\$ 13,164	\$ 16,617
Fringe Benefits	3,005	3,648	4,626
Materials & Supplies	692	4,500	14,500
Maintenance & Utilities	-	750	43,697
Miscellaneous Services	-	-	11,824
Total	<u>\$ 14,463</u>	<u>\$ 22,062</u>	<u>\$ 91,264</u>

SPECIAL REVENUE FUNDS - CAPITAL OUTLAY
DEPARTMENT SUMMARY

	<u>ACTUAL</u> 2019-2020	<u>ESTIMATED</u> 2020-2021	<u>APPROVED</u> 2021-2022
<u>DEPARTMENTS</u>			
County Clerk - Records Management	\$ 256,940	\$ 39,048	\$ 748,036
County Clerk - Records Archive	-	-	-
County Records Management	581,030	139,576	196,524
Tax Office Auto Dealer	-	-	100,000
Breath Alcohol Testing	-	-	-
Security Fee	16,385	30,000	40,000
DWI Pretrial Division	-	2,868	-
Law Officer Training	216,430	20,000	6,500
SCAAP Grant	-	61,016	37,660
D.A.R.E. Contributions	-	-	-
Family Protection Fee Fund	-	-	-
Deputy Sheriff Education	-	-	-
Constable Pct 1 - Education	-	-	-
Constable Pct 2 - Education	-	-	-
Constable Pct 4 - Education	-	-	-
Constable Pct 6 - Education	-	-	-
Constable Pct 7 - Education	-	-	-
Constable Pct 8 - Education	-	-	-
J.P. Courtroom Technology Fee	6,006	540,000	75,000
District Clerk - Records Management	-	-	-
Justice Court Building Security	-	-	50,000
Child Abuse Prevention	-	-	-
D.A.'s Forfeiture	487	5,000	15,000
Sheriff's Forfeiture	308,092	230,000	257,000
D.A.'s Hot Check	-	-	-
Local Truancy Prevention	-	-	-
Guardianship Fee	-	-	-
Juvenile Delinquency Prevention	-	-	-
County & District Court Technology Fund	6,050	1,351	12,000
District Court Records Technology Fund	-	-	-
Marine Division	150,966	360,000	235,000
Sheriff - Spindletop Grant	-	-	-
Sheriff - Spindletop Mental	-	-	-
Law Library	48,012	47,400	44,500
Hotel Occupancy Tax	447,989	78,698	272,698
Lateral Road - Precinct 1	-	-	-
Lateral Road - Precinct 2	-	-	-
Lateral Road - Precinct 3	-	-	-
Lateral Road - Precinct 4	-	-	-
J C Assistance District 4	-	-	-
Total Capital Outlay	\$ <u>2,038,387</u>	\$ <u>1,554,957</u>	\$ <u>2,089,918</u>

SPECIAL REVENUE FUNDS - SPECIAL PURPOSE FUNDING
DEPARTMENT SUMMARY

	<u>ACTUAL</u> <u>2019-2020</u>	<u>ESTIMATED</u> <u>2020-2021</u>	<u>APPROVED</u> <u>2021-2022</u>
<u>DEPARTMENTS</u>			
Transfers Out			
Sheriff's Forfeiture	\$ -	\$ 75,000	\$ -
Marine Division	21,981	-	323,544
DA Forfeiture Funds	<u>25,058</u>	<u>-</u>	<u>-</u>
Total Transfers Out	\$ <u>47,039</u>	\$ <u>75,000</u>	\$ <u>323,544</u>

CAPITAL PROJECTS

CAPITAL PROJECTS

2021-2022

	BUDGETED	FYTD	ACTUAL		
	2021-2022	2020-2021	2019-2020	2018-2019	2017-2018
Beach Erosion and Dune Restoration	\$ 131,576	\$ -	\$ 34,190	\$ 48,600	\$ 205,998
Labelle Road/Major Drive Extension	3,313,154	-	-	16,100	131,327
Courthouse Waterproofing	178,550	-	-	-	-
County Wide Phone System	1,300,000	-	-	-	-
Umphrey Boat Ramp Jetty	650,000	-	-	-	-
Umphrey Park Sidewalk Repair	250,000	-	-	-	-
Keith Lake Fish Pass Repair	1,000,000	-	-	-	-
Spindletop Road	265,000	-	-	-	-
Jail Fuel Tank Replacement	250,000	-	-	-	-
Total Capital Projects	\$ 7,338,280	\$ -	\$ 34,190	\$ 64,700	\$ 337,325

CAPITAL PROJECTS

2021-2022

Beach Erosion and Dune Restoration

This project consists of engineering and consulting services to assist the County in its efforts to secure funding for large-scale dune restoration from Sabine Pass to High Island. This project has carry-over funding in the amount of \$131,576 to complete this project.

Labelle Road/Major Drive Extension

This project consists of rehabilitation of a recently constructed extension of Major Drive from Hwy 124 to Labelle Road. This project is designed to increase the strength of the road in order to handle the heavy truck traffic associated with a nearby private sanitation disposal facility. This project has carry-over funding in the amount of \$3,313,154 for 2021-2022.

Courthouse Waterproofing

This project will track the expenditures related to waterproofing the downtown courthouse facility due to water intrusion from past rain events. Funding in the amount of \$178,550 is available for 2021-2022 from a prior year transfer from the General Fund.

County Wide Phone System

This project will track the expenditures related to upgrading the County's Phone system. The current system is out of date and replacement parts are not readily available. Funding in the amount of \$1,300,000 is budgeted for 2021-2022 from a reallocation of a prior year transfer from the General Fund.

Umphrey Boat Ramp Jetty

This project will track the expenditures related to the repair for the Umphrey Park public boat ramps. This repair is partially funded with a \$535,000 Hurricane Harvey grant from the Department of Commerce National Oceanic and Atmospheric Administration which is passed through the Texas Parks and Wildlife Department. Estimated cost above the grant allocation are \$650,000. Funding in the amount of \$650,000 is available for 2021-2022 from the lost revenue calculation of the American Rescue Plan.

Umphrey Park Sidewalk Repair

This project will track the expenditures related to repairing damage to the sidewalks at Umphrey Park. Hurricane Harvey and other tidal surges have washed out sections under the sidewalks at the Park. FEMA will provide limited assistance in the repair and the County estimates that \$250,000 will be needed to adequately repair the damage. Funding in the amount of \$250,000 is allocated for 2021-2022 from the lost revenue calculation of the American Rescue Plan.

Keith Lake Fish Pass Repair

This project will track the expenditures related to repairing damage to the Keith Lake Fish Pass. Tidal flow is beginning to erode land adjacent to the baffles. The County estimates that \$1,000,000 will be needed to adequately repair the damage. Funding in the amount of \$1,000,000 is allocated for 2021-2022 from the lost revenue calculation of the American Rescue Plan.

Spindletop Road

Spindletop Road is a project designed to repair and strengthen this road to handle industrial traffic. Spindletop Road will be a joint venture with the City of Beaumont, requiring \$265,000 of County funding. Funding in the amount of \$265,000 is allocated for 2021-2022 from the lost revenue calculation of the American Rescue Plan.

Jail Fuel Tank Replacement

This project will track the expenditures related to upgrading the Fuel tanks at the Mid County Jail Facility. The current system requires a complete replacement due to age. Funding in the amount of \$250,000 is allocated for 2021-2022 from the lost revenue calculation of the American Rescue Plan.

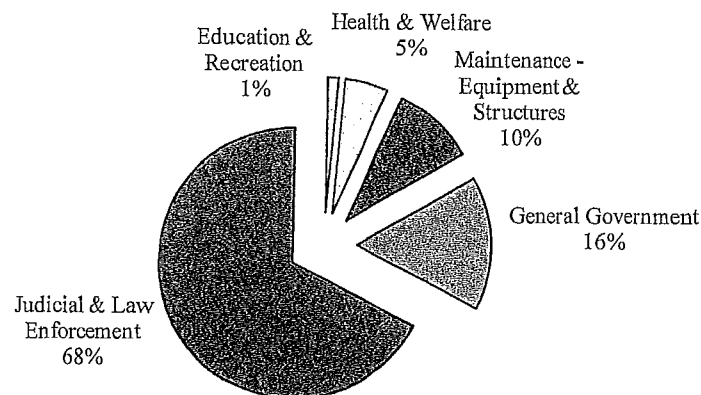


MISCELLANEOUS

PERSONNEL SCHEDULES
BUDGETED FUNDS - SUMMARY BY DEPARTMENT
FULL TIME AUTHORIZED POSITIONS

	Fiscal Year		
	2019-2020	2020-2021	2021-2022
GENERAL FUND			
General Government	160	160	160
Judicial & Law Enforcement	651	651	650
Education & Recreation	8	8	8
Health & Welfare	50	50	53
Maintenance - Equipment & Structures	99	99	99
	<u>968</u>	<u>968</u>	<u>970</u>
SPECIAL REVENUE FUNDS			
General Government	1	-	-
Judicial & Law Enforcement	24	25	26
Education & Recreation	5	5	5
Health & Welfare	-	-	-
Maintenance - Equipment & Structures	-	-	-
	<u>30</u>	<u>30</u>	<u>31</u>
TOTAL BUDGETED FUNDS			
General Government	161	160	160
Judicial & Law Enforcement	675	676	676
Education & Recreation	13	13	13
Health & Welfare	50	50	53
Maintenance - Equipment & Structures	99	99	99
	<u>998</u>	<u>998</u>	<u>1,001</u>

FY 2021-2022 Personnel



PERSONNEL SCHEDULES
COMPENSATION PLAN

Classified (CCG)		
Grade	Minimum	Maximum
27	22,895	34,344
28	23,467	35,201
29	24,054	36,079
30	24,655	36,983
31	25,271	37,908
32	25,904	38,854
33	26,554	39,828
34	27,217	40,824
35	27,895	41,844
36	28,592	42,890
37	29,307	43,963
38	30,042	45,061
39	30,792	46,187
40	31,563	47,343
41	32,351	48,526
42	33,159	49,740
43	33,987	50,983
44	34,838	52,258
45	35,708	53,564
46	36,601	54,902
47	37,517	56,274
48	38,454	57,679
49	39,416	59,124
50	40,401	60,601
51	41,412	62,116
52	42,444	63,669
53	43,507	65,259
54	44,596	66,894
55	45,711	68,564
56	46,851	70,280
57	48,023	72,035
58	49,225	73,837
59	50,457	75,683
60	51,715	77,575
61	53,008	79,515
62	54,337	81,502
63	55,693	83,541
64	57,087	85,628
65	58,511	87,770
66	59,976	89,965
67	61,474	92,213
68	63,012	94,517
69	64,586	96,883
70	66,202	99,302
71	67,857	101,786
72	69,553	104,330
73	71,292	106,939
74	73,075	109,613
75	74,900	112,351
76	76,774	115,159
77	78,694	118,041
78	80,661	120,993
79	82,677	124,015
80	84,743	127,118
81	86,864	130,295
82	89,035	133,552
83	91,259	136,890
84	93,544	140,311
85	95,881	143,823
86	98,279	147,414
87	100,734	151,102
88	103,253	154,879
89	105,832	158,752
90	108,479	162,718

Classified (CCG) (continued)		
Grade	Minimum	Maximum
91	111,191	166,787
92	113,969	170,957
93	116,822	175,231
94	119,739	179,610
Other Un-Classified (OTH)		
Grade	Minimum	Maximum
1	10,000	200,000
Elected Official (ELE)		
Grade	Minimum	Maximum
1	9,000	200,000
Constable's Contract per Hour (CON)		
Step	Minimum	Maximum
1	28.5651	28.5651
2	30.1962	30.1962
3	31.4924	31.4924
4	32.7883	32.7883
5	33.9484	33.9484
6	35.1190	35.1190
7	36.1638	36.1638
8	37.2303	37.2303
10	44.0346	44.0346
Law Enforcement Contract per Hour (CLE)		
Step	Minimum	Maximum
1	28.6000	28.6000
2	30.3921	30.3921
3	31.6990	31.6990
4	33.0052	33.0052
5	34.1630	34.1630
6	35.3421	35.3421
7	36.4046	36.4046
8	36.9462	36.9462
45	38.6780	38.6780
46	40.5685	40.5685
47	45.6463	45.6463
48	50.0761	50.0761
65	39.4516	39.4516
66	41.3799	41.3799
Detention Contract per Hour (CL2)		
Step	Minimum	Maximum
1	20.0460	20.0460
2	22.8734	22.8734
3	24.4388	24.4388
4	25.6324	25.6324
5	27.4325	27.4325
6	27.9901	27.9901
7	28.8315	28.8315
8	29.2620	29.2620
45	35.6210	35.6210
46	37.3623	37.3623
47	42.0386	42.0386
48	46.1185	46.1185
65	36.3335	36.3335
66	38.1096	38.1096

PERSONNEL SCHEDULES

BUDGETED FUNDS - SUMMARY BY MAJOR FUNCTION

FULL TIME AUTHORIZED POSITIONS

<u>Elected Official</u>	<u>Grade</u>		<u>FTE</u>
	ELE	1	39
<u>Clerical, Administrative & Fiscal</u>			
OFFICE ASSISTANT	CCG	34	1
RECEPTIONIST/CLERK	CCG	34	7
OFFICE SPECIALIST	CCG	38	22
SENIOR OFFICE SPECIALIST	CCG	43	14
ADMINISTRATIVE OFFICE SPECIALIST	CCG	46	8
OFFICE MANAGER	CCG	51	1
ELECTIONS MANAGER	CCG	64	1
ADMINISTRATIVE OPERATIONS MANAGER	CCG	59	7
ADMINISTRATIVE MANAGER TO DISTRICT ATTORNEY	CCG	60	1
DEPUTY COUNTY CLERK	CCG	40	14
SENIOR DEPUTY COUNTY CLERK	CCG	43	11
ADMINISTRATIVE DEPUTY COUNTY CLERK	CCG	53	1
CHIEF DEPUTY COUNTY CLERK	CCG	65	1
COUNTY CLERK ADMINISTRATOR	CCG	61	1
SECRETARY	CCG	38	12
SENIOR SECRETARY	CCG	45	13
ADMINISTRATIVE SECRETARY	CCG	50	12
ACCOUNT CLERK	CCG	40	44
SENIOR ACCOUNT CLERK	CCG	43	7
ACCOUNTING TECHNICIAN	CCG	53	7
COURT CLERK	CCG	40	6
SENIOR COURT CLERK	CCG	43	14
ADMINISTRATIVE AID TO COUNTY JUDGE	CCG	53	1
COURT COORDINATOR	CCG	53	21
ASSOCIATE COURT ADMINISTRATOR	CCG	53	11
CHIEF APPELLATE/WRIT DIVISION ASSISTANT	CCG	53	1
COORDINATOR/INDIGENT DEFENSE	CCG	53	1
DEPUTY DISTRICT CLERK	CCG	40	18
ADMINISTRATIVE DEPUTY DISTRICT CLERK	CCG	53	5
CHIEF DEPUTY DISTRICT CLERK	CCG	65	1
SENIOR DEPUTY DISTRICT CLERK	CCG	43	2
SENIOR BUYER	CCG	49	2
ASSISTANT PURCHASING AGENT	CCG	61	1
PURCHASING AGENT	CCG	75	1
CONTRACT SPECIALIST	CCG	55	1
SYSTEM SUPPORT SPECIALIST I	CCG	49	1
SYSTEM SUPPORT SPECIALIST II	CCG	52	1
PERSONAL COMPUTER TECHNICIAN	CCG	49	4
PERSONAL COMPUTER TECHNICIAN II	CCG	52	2

PERSONNEL SCHEDULES

BUDGETED FUNDS - SUMMARY BY MAJOR FUNCTION FULL TIME AUTHORIZED POSITIONS

	<u>Grade</u>		<u>FTE</u>
ANALYST/PROGRAMMER	CCG	62	2
PROGRAMMER/ANALYST	CCG	65	4
SENIOR PROGRAMMER/ANALYST	CCG	70	2
COMPUTER SYSTEMS ADMINISTRATOR	CCG	68	3
ASSISTANT DIRECTOR OF MIS	CCG	79	1
DIRECTOR OF MIS	CCG	86	1
FINANCIAL TECHNICIANS	CCG	48	6
FINANCIAL ANALYST	CCG	59	3
FINANCIAL MANAGER	CCG	71	3
CHIEF DEPUTY TAX ASSESSOR	CCG	69	1
CHIEF DEPUTY COUNTY TREASURER	CCG	54	1
1ST ASSISTANT COUNTY AUDITOR	CCG	79	1
COUNTY AUDITOR	CCG	91	1
BENEFITS MANAGER	CCG	69	1
SENIOR BENEFITS ANALYST	CCG	56	2
HUMAN RESOURCE ASSISTANT	CCG	48	1
EMP RELATIONS/COMPENSATION MGR	CCG	66	1
DIRECTOR OF HR & RISK MANAGEMENT	CCG	88	1
SENIOR PERSONNEL SPECIALIST	CCG	56	1
VOTING ASSISTANTS	CCG	41	2
<u>Law Enforcement</u>			
TELECOMMUNICATOR	CCG	42	9
SENIOR TELECOMMUNICATOR	CCG	46	1
TELECOMMUNICATION SENIOR SUPERVISOR	CCG	54	1
ASSISTANT EMERGENCY MANAGEMENT COORDINATOR	CCG	57	1
CHIEF DEPUTY SHERIFF	CCG	77	2
JUVENILE DETENTION OFFICER	CCG	42	13
LEAD JUVENILE DETENTION OFFICE	CCG	50	4
JUVENILE DETENTION SUPERINTENDENT	CCG	70	1
COOK	CCG	31	1
FOOD SERVICE MANAGER	CCG	52	1
CRIME LAB TECHNICIAN	CCG	48	2
FORENSIC SCIENTISTS	CCG	69	8
DIRECTOR OF CRIME LAB	CCG	72	1
<u>Labor, Trades & Maintenance</u>			
SIGN FABRICATOR	CCG	42	1
PAINTER	CCG	46	2
CARPENTER	CCG	55	3
PLUMBER	CCG	56	1
HEATING, VENT & AC MECHANIC	CCG	57	2
WELDER	CCG	50	1

PERSONNEL SCHEDULES
BUDGETED FUNDS - SUMMARY BY MAJOR FUNCTION
FULL TIME AUTHORIZED POSITIONS

	Grade		FTE
ELECTRICIAN	CCG	58	2
LEAD PRINTER	CCG	49	1
UTILITY MAINT. WORKER/MULTICRAFT	CCG	40	9
UTILITY MAINT. WORKER - ST&HWY	CCG	44	4
MAINTENANCE TECHNICIAN	CCG	52	1
VAN DRIVER	CCG	36	3
EQUIP OPERATOR/MAINT. WORKER	CCG	47	13
SENIOR EQUIP OPERATOR/MAINT. WORKER	CCG	52	18
AUTOMOBILE MECHANIC	CCG	48	3
HEAVY EQUIPMENT MECHANIC	CCG	53	6
DIRECTOR OF SERVICE CENTER	CCG	59	1
GROUNDSKEEPER	CCG	32	1
BUILDING MAINTENANCE SUPERVISOR	CCG	58	1
SUPERINTENDENT OF BUILDING MAINTENANCE	CCG	62	1
DIRECTOR OF BUILDING MAINTENANCE	CCG	69	1
ROAD FOREMAN	CCG	56	6
ASSISTANT SUPERINTENDENT	CCG	58	2
PRECINCT ROAD SUPERINTENDENT	CCG	69	4
ENGINEERING SPECIALIST	CCG	62	5
ENGINEERING SUPERINTENDENT	CCG	71	1
DIRECTOR OF ENGINEERING	CCG	86	1
DIRECTOR OF GIS	CCG	68	1
BOAT MECHANIC	CCG	62	1
AIRCRAFT MECHANIC	CCG	62	1
PILOT/AIRCRAFT MECHANIC	CCG	63	1
PILOT/AVIATION SUPERVISOR	CCG	65	1
PILOT/MECHANICAL SUPERVISOR	CCG	65	1
HERBICIDE APPL & MAINT WORKER	CCG	42	2
PESTICIDE APPL & MAINT WORKER	CCG	42	2
PESTICIDE APPL & VOTING MACHINE TECH	CCG	43	1
MOSQUITO CONTROL OPERATIONS FOREMAN	CCG	52	2
ENTOMOLOGIST	CCG	62	1
DIRECTOR OF MOSQUITO CONTROL	CCG	75	1
<u>Nursing & Public Health</u>			
PUBLIC HEALTH NURSE	CCG	63	4
ADMINISTRATIVE CLINICAL COORDINATOR/LVN	CCG	56	1
PUBLIC HEALTH NURSING SUPERVISOR	CCG	65	2
PHARMACIST	CCG	89	1
NURSE PRACTITIONER	CCG	80	2
MEDICAL ASSISTANT	CCG	41	1
PHARMACY TECHNICIAN	CCG	36	2

PERSONNEL SCHEDULES
BUDGETED FUNDS - SUMMARY BY MAJOR FUNCTION
FULL TIME AUTHORIZED POSITIONS

	Grade		FTE
ADMINISTRATIVE DIRECTOR OF H&W	CCG	72	1
ENVIRONMENTAL HEALTH INSPECTOR	CCG	52	2
DIRECTOR OF ENVIRONMENTAL CONTROL	CCG	66	1
<u>Human & Social Services</u>			
JUVENILE PROBATION OFFICER	CCG	51	9
JUVENILE CASEWORK SUPERVISOR	CCG	61	4
JUVENILE CASEWORK MANAGER	CCG	67	2
WELFARE CASEWORKER	CCG	49	6
WELFARE CASEWORK SUPERVISOR	CCG	58	2
VETERANS SERVICE SUPERVISOR	CCG	49	1
VETERANS COUNTY SERVICE OFFICER	CCG	60	1
DIRECTOR OF JUV PROB & DETENTION	CCG	85	1
DIRECTOR OF VISITOR'S CENTER	CCG	62	1
CASE AIDE	CCG	43	2
SENIOR CASE MANAGER	CCG	43	1
CASE COORDINATOR	CCG	38	1
DIRECTOR OF DISPUTE RESOLUTION	CCG	69	1
CASEWORK COORDINATOR - FAMILY COURTS	CCG	43	1
<u>Other Un-Classified or Contract</u>			
DETENTION OFFICER	CL2	1-8	216
BAILIFF	CLE	1-8	7
SHERIFF'S DEPUTY	CLE	1-8	86
UNION ADMIN ASSISTANT	CLE	45/47	6
SERGEANT	CL2/CLE	45/65	21
LIEUTENANT	CL2/CLE	46/66	15
CAPTAIN	CL2/CLE	47	14
MAJOR	CL2/CLE	48	2
CONSTABLE DEPUTY	CON	1-10	14
ASSOCIATE JUDGE	OTH	1	1
ATTORNEY	OTH	1	30
INVESTIGATOR	OTH	1	6
EXECUTIVE ASSISTANT	OTH	1	2
ASSISTANT TO COUNTY JUDGE	OTH	1	1
COURT REPORTER	OTH	1	14
EMERGENCY MANAGEMENT COORDINATOR	OTH	1	1
AGRICULTURE EXTENSION AGENT	OTH	1	5
Total			1,001

JEFFERSON COUNTY, TEXAS
MISCELLANEOUS STATISTICS

ELECTED COUNTY OFFICIALS

<u>Commissioners' Court</u>	<u>Length of Service</u>	<u>Term Expires</u>
Jeff Branick, County Judge	10 Years	12/31/2022
Vernon Pierce, Commissioner, Pct. 1	< 1 Year	12/31/2024
Darrell Bush, Commissioner, Pct. 2	< 1 Year	12/31/2022
Michael "Shane" Sinegal, Commissioner, Pct. 3	12 Years	12/31/2024
Everette "Bo" Alfred, Commissioner, Pct. 4	18 Years	12/31/2022

OTHER ELECTED COUNTY OFFICIALS

<u>Name</u>	<u>Position</u>	<u>Length of Service</u>	<u>Term Expires</u>
Theresa Goodness	County Clerk	< 1 Year	12/31/2022
Robert "Bob" Wortham	District Attorney	6 Years	12/31/2022
Allison Getz	Tax Assessor Collector	6 Years	12/31/2024
Charles Hallmark	County Treasurer	2 Years	12/31/2022
Zena Stephens	Sheriff	4 Years	12/31/2024
Jamie Smith	District Clerk	6 Years	12/31/2022
Naomi Doyle	Justice of the Peace Pct. 1 Pl. 1	< 1 Year	12/31/2024
Benjamin Collins	Justice of the Peace Pct. 1 Pl. 2	2 Years	12/31/2022
Marcus DeRouen	Justice of the Peace Pct. 2	11 Years	12/31/2022
Roy McCall	Justice of the Peace Pct. 4	< 1 Year	12/31/2022
Ransom "Duce" Jones	Justice of the Peace Pct. 6	14 Years	12/31/2022
James Burnett	Justice of the Peace Pct. 7	18 Years	12/31/2022
Tom Gillam	Justice of the Peace Pct. 8	19 Years	12/31/2022
Jevonne Smith-Pollard	Constable Pct. 1	2 Years	12/31/2024
Christopher Bates	Constable Pct. 2	8 Years	12/31/2024
Charles "Bryan" Werner	Constable Pct. 4	4 Years	12/31/2024
Joseph "Joe" Stevenson	Constable Pct. 6	< 1 Year	12/31/2024
Robert "Bobby" Adams Jr	Constable Pct. 7	4 Years	12/31/2024
Harold Doucet Jr	Constable Pct. 8	< 1 Year	12/31/2022
Gerald Eddins	Judge, County Court at Law #1	8 Years	12/31/2024
Terrence Holmes	Judge, County Court at Law #2	4 Years	12/31/2024
Clint Woods	Judge, County Court at Law #3	6 Years	12/31/2022
John Stevens	Judge, Criminal District Court	14 Years	12/31/2022
Jayne "Raquel" West	Judge, 252nd District Court	6 Years	12/31/2022
Wayne "Kent" Walston	Judge, 58th District Court	6 Years	12/31/2022
Justin Sanderson	Judge, 60th District Court	4 Years	12/31/2024
Baylor Wortham	Judge, 136th District Court	4 Years	12/31/2024
Mitch Templeton	Judge, 172nd District Court	2 Years	12/31/2022
Jeffrey "Randy" Shelton	Judge, 279th District Court	14 Years	12/31/2022
Lawrence Thorne	Judge, 317th District Court	22 Years	12/31/2022

JEFFERSON COUNTY, TEXAS

MISCELLANEOUS STATISTICS

APPOINTED OFFICIALS

<u>Name</u>	<u>Position</u>	<u>Length of Service</u>	<u>Term Expires</u>
James "Patrick" Swain	County Auditor	25 Years	12/31/2022
Deborah Clark	Purchasing Agent	12 Years	12/31/2022
Michelle Falgout	Engineering	< 1 Year	
Alex Rupp	Airport	8 Years	
Jose "Joe" Zurita, Jr	Service Center	5 Years	
	Buildings Maintenance -		
Greg Keller	Beaumont	3 Years	
	Buildings Maintenance - Port		
Kenneth Shepherd	Arthur	< 1 Year	
Vacant	Court Master		
Jeff Ross	MIS	1 Years	
Kara Hawthorn	Dispute Resolution Center	10 Years	
Starla Garlick	Agricultural Extension Service	13 Years	
Mike White	Emergency Management	3 Years	
Rhonda Conlin	Environmental Control	5 Years	
Dr. Ezea Ede	Health and Welfare Units	< 1 Year	
Leslie Riggs	Nurse Practitioner	10 Years	
	Human Resources & Risk		
Cary Erickson	Management	28 Years	
Edward Cockrell	Juvenile Probation & Detention	10 Years	
Denise Wheeler	Mosquito Control	2 Years	
Hilary Guest	Veterans Services Offices	19 Years	

CONSULTANTS AND ADVISORS

Certified Public Accountants	Pattillo, Brown, & Hill, LLP Waco, Texas
Co-Bond Counsel	Creighton, Fox, Johnson & Mills PLLC and Germer PLLC Beaumont, Texas
Financial Advisor	U.S. Capital Advisors, Houston, Texas

JEFFERSON COUNTY, TEXAS

MISCELLANEOUS STATISTICS

Date of Creation 1836

Date of Organization 1837

Location

Upper Texas Coast

Component of Beaumont-Port Arthur MSA

County Seat

Beaumont, Texas

Economy Base

Petroleum refining

Production and processing of petrochemicals

Fabrication of steel and steel products

Shipping activity

Manufacture of wood, pulp, food, and feed products

Agriculture

Health care services

Land Area (A) 876.3 square miles

Maintained Roads 372.67

Bond Rating "Aa2" Moody's Investors Service, Inc.
"AA-" Standard & Poor's Ratings Services

JEFFERSON COUNTY, TEXAS

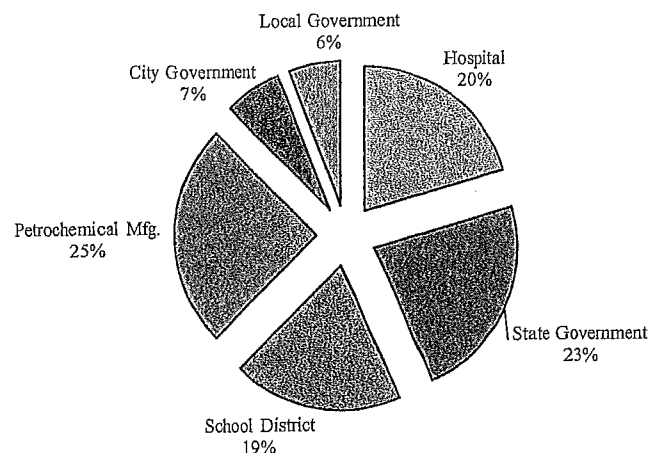
MISCELLANEOUS STATISTICS

Employment Statistics (A)

<u>Fiscal Year</u>	<u>Civilian Labor Force</u>	<u>Total Employment</u>	<u>Total Unemployment</u>	<u>Percent Unemployment</u>
2012	113,297	100,854	12,443	11.0%
2013	111,085	98,920	12,165	11.0%
2014	110,034	100,799	9,235	8.4%
2015	108,031	100,448	7,583	7.0%
2016	107,546	99,999	7,547	7.0%
2017	107,611	99,628	7,983	7.4%
2018	107,199	100,353	6,846	6.4%
2019	105,902	99,716	6,186	5.8%
2020	105,592	93,022	12,570	11.9%
2021 (B)	106,572	94,441	12,131	11.4%

Top Ten Major Employers County (C)

<u>Company</u>	<u>Industry</u>	<u>Employees</u>
State of Texas	State Government	4,392
Christus Health Southeast Texas	Hospital	2,465
Exxon Mobil Oil Corporation	Petrochemical Mfg.	2,361
Beaumont ISD	School District	2,328
Motiva Enterprises	Petrochemical Mfg.	1,675
Memorial Hermann Baptist Hospital	Hospital	1,468
Port Arthur ISD	School District	1,347
City of Beaumont	City Government	1,256
Jefferson County	Local Government	1,130
Valero	Petrochemical Mfg.	766



(A) Source: Labor Market Statistics - Texas Workforce Commission

(B) Average through end of June, 2021 (not finalized).

(C) Source: Local surveys

JEFFERSON COUNTY, TEXAS
MISCELLANEOUS STATISTICS

Population (A)

<u>Year</u>	<u>County</u>	<u>City of Beaumont</u>	<u>City of Port Arthur</u>	<u>Beaumont- Port Arthur MSA</u>
1960	245,659	119,175	66,676	306,016
1970	246,402	117,548	57,371	347,568
1980	250,938	118,102	61,195	375,497
1990	239,397	114,323	58,724	361,226
2000	252,051	113,866	57,755	385,090
2010	252,277	118,296	53,818	388,749
Current Estimate	251,565	116,825	54,280	392,563

Demographics

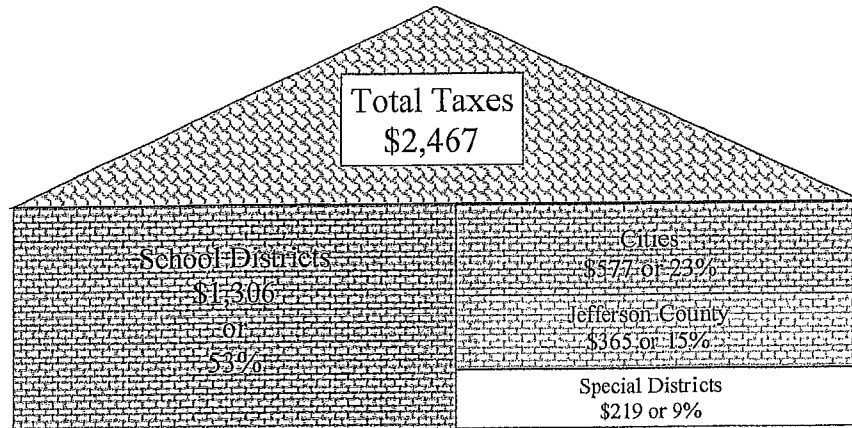
<u>Fiscal Year</u>	<u>Population (a)</u>	<u>Per Capita Personal Income (b)</u>	<u>Median Age (a)</u>	<u>School Enrollment (a)</u>
2011	252,273	\$ 37,139	36.0	63,371
2012	252,802	\$ 38,712	35.9	63,371
2013	251,813	\$ 38,357	36.0	63,433
2014	252,358	\$ 39,958	35.9	63,350
2015	252,235	\$ 39,532	35.9	61,768
2016	254,308	\$ 42,505	35.9	60,809
2017	254,679	\$ 44,965	36.0	59,927
2018	256,299	\$ 44,965	36.0	59,927
2019	255,001	\$ 48,463	36.0	59,845
2020	251,565	\$ 55,797	37.1	59,784

(A) Source: <http://www.census.gov>

(B) Source: Texas Workforce Commission

JEFFERSON COUNTY, TEXAS
MISCELLANEOUS STATISTICS

Property Tax Analysis for a \$100,000 Home in Tax Year 2020 (A)



County taxes for fiscal year 2020-2021 would be \$364.98 for a \$100,000 home based on the property tax of .364977¢ per \$100 valuation. The County taxes for fiscal year 2021-2022 would be \$363.18 for a \$100,000 home based on the property tax rate of .363184¢ per \$100 valuation.

Ten Year History of Abated Property Tax Values (B)

<u>Tax Year</u>	<u># of Companies</u>	<u>Value Loss Due to Abatement</u>	<u>Tax Loss</u>	<u>Tax Rate</u>
2011	11	766,817,130	\$ 2,798,883	0.00365000
2012	9	1,196,539,640	4,367,370	0.00365000
2013	9	1,877,188,020	6,851,736	0.00365000
2014	7	1,259,803,019	4,598,281	0.00365000
2015	9	1,280,440,084	4,673,606	0.00365000
2016	17	1,176,803,900	4,295,334	0.00365000
2017	21	1,787,143,387	6,522,662	0.00364977
2018	16	2,206,406,841	8,052,877	0.00364977
2019	17	2,866,898,917	10,463,522	0.00364977
2020	21	3,664,207,285	13,373,514	0.00364977
			<u>\$ 65,997,785</u>	

(A) Source: <http://www.jcad.org>

(B) Source: http://www.jcad.org/reports_abate.aspx

GLOSSARY OF TERMS

Accrual Basis—A basis of accounting in which transactions are recognized at the time they are incurred, as opposed to when cash is received or spent.

Actual - Final audited revenue or expenditure data for the fiscal year indicated.

Ad Valorem Tax — A tax levied against the value of real or personal property. Valuations are assessed by Jefferson County Appraisal District.

Allocation—Component of an appropriation earmarking expenditures for a specific purpose and/or level of organization.

Appropriation—A legal authorization to incur obligations and to make expenditures for specific purposes.

Appraisal Value – To make an estimate of value for the purpose of taxation.

Appraisal District – An independent governmental entity responsible for appraising property within a county. The Appraisal District certifies the county assessed valuations.

Assessed Valuation—The valuation set upon real estate and certain personal property by the Assessor as a basis for levying property taxes.

Asset—Resources owned or held by a government which have monetary value.

Available Fund Balance—The portion of a fund's balance that is not restricted for a specific purpose and may be used for general appropriation.

Balanced Budget – According to GAAP a balanced budget is one in which the total expenditures do not exceed the total resources, or total estimated revenues plus reserves.

Bond—A written promise to pay to things: 1) a principle amount on a specified date, and 2) a series of interest payments for the term of the bond.

Bond Rating—Organizations like Standard and Poor's and Moody's rate the riskiness of government-issued securities and gives each security a bond rating.

Bonded Indebtedness – The total amount of principle and interest due on bonds which have been sold to finance capital projects such as streets, bridges, and buildings. The most prevalent types of bonds are general obligation or revenue bonds.

Bond Refunding—The payoff and re-issuance of bonds, to obtain better interest rates and/or bond conditions.

GLOSSARY OF TERMS

Budget—A plan of financial activity for a specified period of time (fiscal year or biennium) indicating all planned revenues and expenses for the budget period.

Budget Amendment – A change in the authorized level of funding for an organization or line item account code that increases the total budget. Ideally, amendments increase total revenues and total expenditures by an equal amount. Amendments are made only with Commissioners' Court approval.

Budgetary Basis—This refers to the basis of accounting used to estimate financing sources and uses in the budget. These generally take one of three forms: GAAP, cash, or modified accrual.

Budget Calendar—The schedule of key dates, which a government follows in the preparation and adoption of the budget.

Budgetary Control—The control or management of a government in accordance with the approved budget for the purpose of keeping expenditures within the limitations of available appropriations and resources.

Callable – A financing term referring to debt service bonds which means the bonds can be retired, or paid off, earlier than the due date without penalty.

Capital Expenditures – Includes all purchases that will be capitalized, both items purchased within individual departments and purchased with capital project funds. Also includes items formerly classified as capital whose purchase amount is between \$5,000 and \$9,999.99 for content insurance purposes.

Capital Outlay—(Also known as capital assets) - Fixed assets which meets the estimated useful life and monetary cost criteria and warrants capitalization in the financial statements. All items owned by an organization can rightfully be considered assets, but as a practical matter, organizations do not capitalize all of them. Jefferson County's monetary criteria is \$10,000 or more and with a useful life of more than one year.

Capital Project—Major construction, acquisition, or renovation activities which add value to a government's physical assets or significantly increases their useful life. Also called capital improvements.

Capital Project Fund – A fund used to account for the financial resources designated for major capital acquisitions of construction. Separate funds are required for each capital project per GAAP.

Capitalization – An accounting treatment whereby an item is recorded as an asset on the balance sheet rather than as an expense of the current period.

Cash Basis—A basis of accounting in which transactions are recognized only when cash is increased or decreased.

GLOSSARY OF TERMS

Categorical – A method of accounting for expenditures in summary format (i.e. salaries & wages, fringe benefits, materials & supplies, maintenance & utilities, & miscellaneous services).

Certificates of Obligation – Debt instruments, similar to bonds, sold to the public to finance the county's capital projects. This type of debt is usually repaid in annual installments over a period of 5 – 25 years.

Charges for Services – see Fees of Office.

Contingency—A budgetary reserve set-aside for emergencies or unforeseen expenditures not otherwise budgeted.

Contractual Services—Services rendered to a government by private firms, individuals, or other governmental agencies. Examples include rent, maintenance agreements, and professional consulting services.

Current Taxes – Taxes that are levied and collected prior to being delinquent. The tax year begins October 1st. Taxes are delinquent on February 1st, after which time penalty and interest charges accrue.

Debt Service—The cost of paying principal and interest on borrowed money according to a predetermined payment schedule.

Debt Service Fund – A fund used to account for the accumulation and disbursement of resources associated with the county's debt obligations. Statutorily separate funds are required for each debt obligation.

Delinquent Taxes – Taxes that remain unpaid at February 1st. Taxes are delinquent on February 1st, after which time penalty and interest charges accrue. Attorney fees are assessed beginning July 1st.

Department (Organization) – The organizational unit which is functioning separately in its delivery of service.

Disbursement—The expenditure of monies from an account.

Employee (or Fringe) Benefits—Contributions made by a government to meet commitments or obligations for employee fringe benefits. Included are the government's share of costs for Social Security and the various pensions, medical, and life insurance plans.

Encumbrance—The commitment of appropriated funds to purchase an item or service. To encumber funds means to set aside or commit funds for a specified future expenditure.

Estimated Revenue – The amount of projected revenue for the fiscal cycle. Projections are generally based on prior experiences or increased fees.

GLOSSARY OF TERMS

Expenditure—The payment of cash on the transfer of property or services for the purpose of acquiring an asset, service, or settling a loss.

Expense—Charges incurred (whether paid immediately or unpaid) for operations, maintenance, interest, or other charges.

Fees (Fees of Office) – Revenue charged or charged for services by various county departments to provide a service to the public or another governmental entity.

Fines and Forfeitures – Revenue generated through fines assessed by various courts. Forfeitures are payment as penalty assessed by the Courts through bail bond and property forfeitures.

Fiscal Policy—A government's policies with respect to revenues spending and debt management as these relate to government services, programs, and capital investment. Fiscal policy provides an agreed-upon set of principles for the planning and programming of government budgets and their funding.

Fiscal Year—A twelve-month period designated as the operating year for accounting and budgeting, and financial reporting purposes. Jefferson County's fiscal year is October 1st through September 30th.

Fund—A fiscal entity with revenues and expenses, which are segregated for the purpose of carrying out a specific purpose or activity.

Fund Balance - The excess of the assets of a fund over its liabilities, reserves, and carryover.

Generally Accepted Accounting Principles (GAAP) – Uniform minimum standards for financial accounting and recording, encompassing the conventions, rules, and procedures that define accepted accounting principles.

General Obligation Bond—This type of bond is backed by the full faith, credit, and taxing power of the government.

Goal – A statement of broad direction, purpose, or intent based on the needs of the community. A goal is general and timeless.

Grants – A contribution by a government agency or other organization to support a particular function. Grants may be classified as either operational or capital and they are restricted for specific purposes. Because grants are presented to the Commissioners' Court throughout the year, the grant budgets and accountings are maintained separately from this document.

Hourly—An employee who fills a temporary or short-term position. Such employees provide contingency staffing for government operations during peak workloads or to address temporary staffing needs. Hourly employees are paid on a per-hour basis and receive limited benefits.

GLOSSARY OF TERMS

Interfund Transfers – The movement of monies between funds of the same governmental entity.

Intergovernmental Revenue – Funds received from federal, state, and local government sources in the form of grants and shared revenues.

Levy—To impose taxes for the support of government activities.

Line-Item Budget—A budget prepared along departmental lines that focuses on what is to be bought.

Long-Term Debt—Debt with a maturity of more than one year after the date of issuance.

Mandate – A formal order from State authorities to County government to make mandatory.

Maintenance and Utilities— Expenditures made for maintenance of buildings, vehicles and equipment, and utilities such as electricity, water, and gas necessary to conduct departmental operations.

Materials and Supplies—Expendable materials and operating supplies necessary to conduct departmental operations.

Modified Accrual Basis – Revenues are recognized in the accounting period in which they become available and measurable. Expenditures are recognized in the accounting period in which the fund liability is incurred.

Non-callable – A financing term referring to debt service bonds which means the bonds cannot be retired, or paid off, earlier than the due date.

Objective—Something to be accomplished in specific, well-defined, and measurable terms and that is achievable within a specific time frame.

Obligations—Amounts which a government may be legally required to meet out of its resources. They include not only actual liabilities, but also encumbrances not yet paid.

Operating Revenue—Funds that the government receives as income to pay for ongoing operations. It includes such items as taxes, fees from specific services, interest earnings, and grant revenues. Operating revenues are used to pay for day-to-day services.

Operating Expenses—The cost for personnel, materials, and equipment required for a department to function.

Output Indicators – A unit of work accomplished, without reference to the resources required to do the work. Output indicators do not reflect the effectiveness or efficiency of the work performed.

GLOSSARY OF TERMS

Other Financing Sources – Includes transfers from other funds, sale of capital assets, insurance proceeds, bond proceeds, and other funding that is not considered to be revenue according to GAAP.

Other Financing Uses – Includes transfers to other funds and other funding that is not considered expenditures according to GAAP.

Pay-as-you-go Basis – A term used to describe a financial policy by which capital outlays are purchased from current resources rather than through borrowing.

Performance Indicators – Specific quantitative and/or qualitative measures of work performed as an objective of specific departments or programs. Data is collected to establish trend patterns concerning workloads and/or determine how effective or efficient a program is in achieving its objectives.

Personal Services—Expenditures for salaries, wages, and fringe benefits of a government's employees.

Program—A group of related activities performed by one or more organizational units for the purpose of accomplishing a function for which the government is responsible.

Records Management – This term applies to the management of county records and government documents. Fees are budgeted for collection and expenses for the safeguarding of records according to the Texas Records Management Act.

Reserve—An account used either to set aside budgeted revenues that are not required for expenditure in the current budget year or to earmark revenues for a specific future purpose.

Resolution – A special or temporary order of a legislative body; an order of a legislative body requiring less legal formality than an ordinance or statute.

Resources—Total amounts available for appropriation including estimated revenues, fund transfers, and beginning balances.

Revenue—Sources of income financing the operations of government.

Salaries & Wages – The cost of all labor related expenses required for a department to function, including but not limited to salaries, merit, cost of living adjustments, etc.

Source of Revenue—Revenues are classified according to their source or point of origin.

Special Revenue Funds – These funds are set up to keep track of segregated revenue activities.

Statute – A law enacted by the legislative assembly.

Tax Rate – A percentage applies to all taxable property to raise general revenues.

GLOSSARY OF TERMS

Tax Rate Limit – The maximum rate at which a government may levy a tax. The limit may apply to taxes raised for a particular purpose, or to taxes imposed for all purposes, and may apply to a single government, to a class of governments, or to all governments operating in a particular area. Overall tax rate limits usually restrict levies for all purposes and of all governments, state, and local, having jurisdiction in a given area.

Tax Levy—The resultant product when the tax rate per one hundred dollars is multiplied by the tax base.

Taxes—Compulsory charges levied by a government for the purpose of financing services performed for the common benefit of the people. This term does not include specific charges made against particular persons or property for current or permanent benefit, such as special assessments.

Transfers In/Out—Amounts transferred from one fund to another to assist in financing the services for the recipient fund.

Unencumbered Balance – The amount of an appropriation that is neither expended nor encumbered. It is essentially the amount of money still available for future purposes.

Unreserved Fund Balance—The portion of a fund's balance that is not restricted for a specific purpose and is available for general appropriation.

User Charges—The payment of a fee for direct receipt of a public service by the party who benefits from the service.

GLOSSARY OF TERMS

ACROYNMS

AC -	Air Conditioning
ADA -	American with Disabilities Act
BMT -	Beaumont
CCTV -	Close Circuit Television
CD -	Compact Disc
CEPRA -	Coastal Erosion Planning and Response Account
CI -	Criminal Investigation
COLA -	Cost of Living Increase
CPI -	Consumer Price Index
DA -	District Attorney
DARE -	Drug Abuse Resistance Education
DR -	Doctor
DVD -	Digital Versatile Disk
FAA -	Federal Aviation Administration
FTE -	Full-time Equivalent
GAAP -	General Accepted Accounting Principles
GC/MC -	Gas chromatograph/mass spectrometer
GFOA -	Government Finance Officer Association
GIS -	Geographic Information System
HP -	Hewlett Packard
HP -	Horse Power

GLOSSARY OF TERMS

ACROYNMS - continued

HR -	Hour
HR -	Human Resources
H&W -	Health & Welfare
HWY -	Highway
IA -	Internal Affairs
IBM -	International Business Machines
ID -	Identification
ISD -	Independent School District
JC -	Jefferson County
JP -	Justice of the Peace
LGC -	Local Government Code
LNG -	Liquified Natural Gas
LT -	Lieutenant
MB -	Megabyte
MFG -	Manufacturing
MIS -	Management Information Systems
MSA -	Metropolitan Statistical Area
NO -	Number
PA -	Port Arthur
PCT -	Precinct
RAM -	Random Access Memory

GLOSSARY OF TERMS

ACROYNMS - continued

RFP -	Request for Proposal
ROW -	Right of Way
RTV -	Rugged Terrain Vehicle
SCAAP -	State Criminal Alien Assistance Program
ST -	State
SUV -	Sports Utility Vehicle
TXDOT -	Texas Department of Transportation
UHF -	Ultra High Frequency
US -	United States
VOIP -	Voice over Internet Protocol

APPENDIX

2021 Tax Rate Calculation Worksheet

Date: 08/03/2021 04:52 PM

Taxing Units Other Than School Districts or Water Districts

Jefferson County

409-835-8501

Taxing Unit Name

Phone (area code and number)

1149 Pearl Street Beaumont, TX 77701**www.co.jefferson.tx.us**

Taxing Unit's Address, City, State, ZIP Code

Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the No-New-Revenue (NNR) tax rate and Voter-Approval tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School Districts without Chapter 313 Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 Agreements*.

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet*.

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

No-New-Revenue Tax Rate Worksheet	Amount/Rate
1. 2020 total taxable value. Enter the amount of 2020 taxable value on the 2020 tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17). ¹	\$24,282,634,796
2. 2020 tax ceilings. Counties, cities and junior college districts. Enter 2020 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing units adopted the tax ceiling provision in 2020 or a prior year for homeowners age 65 or older or disabled, use this step. ²	\$1,200,367,820
3. Preliminary 2020 adjusted taxable value. Subtract Line 2 from Line 1.	\$23,082,266,976
4. 2020 total adopted tax rate.	\$0.364977/\$100
5. 2020 taxable value lost because court appeals of ARB decisions reduced 2020 appraised value.	
A. Original 2020 ARB values:	\$2,716,294,888
B. 2020 values resulting from final court decisions:	\$2,123,724,324

C. 2020 value loss. Subtract B from A. ³	\$592,570,564
6. 2020 taxable value subject to an appeal under Chapter 42, as of July 25.	
A. 2020 ARB certified value:	\$155,986,823
B. 2020 disputed value:	\$54,709,639
C. 2020 undisputed value. Subtract B from A. ⁴	\$101,277,184
7. 2020 Chapter 42 related adjusted values Add Line 5C and Line 6C.	\$693,847,748
8. 2020 taxable value, adjusted for actual and potential court-ordered adjustments. Add Line 3 and Line 7.	\$23,776,114,724
9. 2020 taxable value of property in territory the taxing unit deannexed after Jan. 1, 2020. Enter the 2020 value of property in deannexed territory. ⁵	\$0
10. 2020 taxable value lost because property first qualified for an exemption in 2021. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in 2021 does not create a new exemption or reduce taxable value.	
A. Absolute exemptions. Use 2020 market value:	\$28,517,031
B. Partial exemptions. 2021 exemption amount or 2021 percentage exemption times 2020 value:	\$129,612,904
C. Value loss. Add A and B. ⁵	\$158,129,935
11. 2020 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2021. Use only properties that qualified in 2021 for the first time; do not use properties that qualified in 2020.	
A. 2020 market value:	\$0
B. 2021 productivity or special appraised value:	\$0
C. Value loss. Subtract B from A. ⁷	\$0
12. Total adjustments for lost value. Add lines 9, 10C and 11C.	\$158,129,935
13. 2020 captured value of property in a TIF. Enter the total value of 2020 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which 2020 taxes were deposited into the tax increment fund. ⁸ If the taxing unit has no captured appraised value in line 18D, enter 0.	\$1,800,359
14. 2020 total value. Subtract Line 12 and Line 13 from Line 8.	\$23,616,184,430
15. Adjusted 2020 total levy. Multiply Line 4 by Line 14 and divide by \$100.	\$86,193,641
16. Taxes refunded for years preceding tax year 2020. Enter the amount of taxes refunded by the taxing unit for tax years preceding tax year 2020. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2020. This line applies only to tax years	\$153,622

preceding tax year 2020. ⁸	
17. Adjusted 2020 levy with refunds and TIF adjustment. Add Lines 15 and 16. ¹⁰	\$86,347,263
18. Total 2021 taxable value on the 2021 certified appraisal roll today. This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled. ¹¹	
A. Certified values:	\$25,923,219,835
B. Counties: Include railroad rolling stock values certified by the Comptroller's office:	\$25,333,456
C. Pollution control and energy storage system exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property:	\$0
D. Tax increment financing: Deduct the 2021 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2021 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 23 below. ¹²	\$1,121,974
E. Total 2021 value. Add A and B, then subtract C and D.	\$25,947,431,317
19. Total value of properties under protest or not included on certified appraisal roll. ¹³	
A. 2021 taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. ¹⁴	\$84,735,886
B. 2021 value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about, but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. ¹⁵	\$0
C. Total value under protest or not certified: Add A and B.	\$84,735,886
20. 2021 tax ceilings. Counties, cities and junior colleges enter 2021 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing units adopted the tax ceiling provision in 2020 or a prior year for homeowners age 65 or older or disabled, use this step. ¹⁶	\$1,391,928,708
21. 2021 total taxable value. Add Lines 18E and 19C. Subtract Line 20. ¹⁷	\$24,640,238,495
22. Total 2021 taxable value of properties in territory annexed after Jan. 1, 2020. Include both real and personal property. Enter the 2021 value of property in territory annexed. ¹⁸	\$0
23. Total 2021 taxable value of new improvements and new personal property located in new improvements. New means the item was not on the appraisal roll in 2020. An	\$865,176,811

improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, 2020, and be located in a new improvement. New improvements do include property on which a tax abatement agreement has expired for 2021. ¹⁹	
24. Total adjustments to the 2021 taxable value. Add Lines 22 and 23.	\$865,176,811
25. Adjusted 2021 taxable value. Subtract Line 24 from Line 21.	\$23,775,061,684
26. 2021 NNR tax rate. Divide Line 17 by Line 25 and multiply by \$100. ²⁰	\$0.363184/\$100
27. COUNTIES ONLY. Add together the NNR tax rates for each type of tax the county levies. The total is the 2021 county NNR tax rate. ²¹	\$0.363184/\$100

¹Tex. Tax Code Section 26.012(14)²Tex. Tax Code Section 26.012(14)³Tex. Tax Code Section 26.012(13)⁴Tex. Tax Code Section 26.012(13)⁵Tex. Tax Code Section 26.012(15)⁶Tex. Tax Code Section 26.012(15)⁷Tex. Tax Code Section 26.012(15)⁸Tex. Tax Code Section 26.03(c)⁹Tex. Tax Code Section 26.012(13)¹⁰Tex. Tax Code Section 26.012(13)¹¹Tex. Tax Code Section 26.012,26.04(c-2)¹²Tex. Tax Code Section 26.03(c)¹³Tex. Tax Code Section 26.01(c) and (d)¹⁴Tex. Tax Code Section 26.01(c)¹⁵Tex. Tax Code Section 26.01(d)¹⁶Tex. Tax Code Section 26.012(6)(b)¹⁷Tex. Tax Code Section 26.012(6)¹⁸Tex. Tax Code Section 26.012(17)¹⁹Tex. Tax Code Section 26.012(17)²⁰Tex. Tax Code Section 26.04(c)²¹Tex. Tax Code Section 26.04(d)²²*Reserved for expansion*²³Tex. Tax Code Section 26.044²⁴Tex. Tax Code Section 26.0441

SECTION 2: Voter-Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is split into two separate rates:

1. **Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations
2. **Debt Rate:** The debt rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The Voter-Approval tax rate for a county is the sum of the Voter-Approval tax rates calculated for each type of tax the county levies. In most cases the Voter-Approval tax rate exceeds the No-New-Revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

Voter-Approval Tax Rate Worksheet	Amount/Rate
28. 2020 M&O tax rate. Enter the 2020 M&O tax rate.	\$0.340705/\$100
29. 2020 taxable value, adjusted for actual and potential court-ordered adjustments. Enter the amount in Line 8 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$23,776,114,724
30. Total 2020 M&O levy. Multiply Line 28 by Line 29 and divide by \$100.	\$81,006,411
31. Adjusted 2020 levy for calculating NNR M&O rate.	
A. M&O taxes refunded for years preceding tax year 2020 Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2020. This line applies only to tax years preceding tax year 2020.	\$144,284
B. 2020 taxes in TIF Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2021 captured appraised value in Line 18D, enter 0.	\$349
C. 2020 transferred function. If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0.	\$0
D. 2020 M&O levy adjustments. Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function.	\$143,935
E. Add Line 30 to 31D.	\$81,150,346
32. Adjusted 2021 taxable value. Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$23,775,061,684
33. 2021 NNR M&O rate (unadjusted). Divide Line 31E by Line 32 and multiply by \$100.	\$0.341325/\$100
34. Rate adjustment for state criminal justice mandate.²³	
A. 2021 state criminal justice mandate: Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose.	\$8,036,061
B. 2020 state criminal justice mandate: Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of	\$7,706,723

keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies. C. Subtract B from A and divide by Line 32 and multiply by \$100. D. Enter the rate calculated in C. If not applicable, enter 0.	\$0.001385/\$100 \$0.001385/\$100
35. Rate adjustment for indigent health care expenditures.²⁴ A. 2021 indigent health care expenditures: Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2020 and ending on June 30, 2021, less any state assistance received for the same purpose. B. 2020 indigent health care expenditures: Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2019 and ending on June 30, 2020, less any state assistance received for the same purpose. C. Subtract B from A and divide by Line 32 and multiply by \$100. D. Enter the rate calculated in C. If not applicable, enter 0.	\$2,756,347 \$6,019,124 \$-0.013724/\$100 \$0.000000/\$100
36. Rate adjustment for county indigent defense compensation.²⁵ A. 2021 indigent defense compensation expenditures: Enter the amount paid by a county to provide appointed counsel for indigent individuals for the period beginning on July 1, 2020 and ending on June 30, 2021, less any state grants received by the county for the same purpose. B. 2020 indigent defense compensation expenditures: Enter the amount paid by a county to provide appointed counsel for indigent individuals for the period beginning on July 1, 2019 and ending on June 30, 2020, less any state grants received by the county for the same purpose. C. Subtract B from A and divide by Line 32 and multiply by \$100. D. Multiply B by 0.05 and divide by Line 32 and multiply by \$100. E. Enter the lessor of C and D. If not applicable, enter 0.	\$1,439,053 \$1,597,952 \$-0.000669/\$100 \$0.000336/\$100 \$0.000000/\$100
37. Rate adjustment for county hospital expenditures.²⁶ A. 2021 eligible county hospital expenditures: Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2020 and ending on June 30, 2021. B. 2020 eligible county hospital expenditures: Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2019 and ending on June 30, 2020. C. Subtract B from A and divide by Line 32 and multiply by \$100. D. Multiply B by 0.08 and divide by Line 32 and multiply by \$100.	\$0 \$0 \$0.000000/\$100

E. Enter the lessor of C and D, if applicable. If not applicable, enter 0.	\$0.000000/\$100
	\$0.000000/\$100
38. Rate adjustment for defunding municipality. This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code 26.0444 for more information. A. Amount appropriated for public safety in 2020. Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year B. Expenditures for public safety in 2020. Enter the amount of money spent by the municipality for public safety during the preceding fiscal year. C. Subtract B from A and divide by Line 32 and multiply by \$100. D. Enter the rate calculated in C. If not applicable, enter 0.	\$0 \$0 \$0/\$100 \$0/\$100
39. Adjusted 2021 NNR M&O rate. Add Lines 33, 34D, 35D, 36E, and 37E. Subtract Line 38D.	\$0.342710/\$100
40. Adjustment for 2020 sales tax specifically to reduce property values. Cities, counties and hospital districts that collected and spent additional sales tax on M&O expenses in 2020 should complete this line. These entities will deduct the sales tax gain rate for 2021 in Section 3. Other taxing units, enter zero. A. Enter the amount of additional sales tax collected and spent on M&O expenses in 2020, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent. B. Divide Line 40A by Line 32 and multiply by \$100. C. Add Line 40B to Line 39.	\$32,891,758 \$0.138345 \$0.481055
41. 2021 voter-approval M&O rate. Enter the rate as calculated by the appropriate scenario below. Special Taxing Unit. If the taxing unit qualifies as a special taxing unit, multiply Line 40C by 1.08. - or - Other Taxing Unit. If the taxing unit does not qualify as a special taxing unit, multiply Line 40C by 1.035.	\$0.497891/\$100
D41. Disaster Line 41 (D41): 2021 voter-approval M&O rate for taxing unit affected by disaster declaration. If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of 1. the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred, or 2. the third tax year after the tax year in which the disaster occurred. If the taxing unit qualifies under this scenario, multiply Line 40C by 1.08.²⁷ If the taxing	\$0.000000/\$100

unit does not qualify, do not complete Disaster Line 41 (Line D41).	
42. Total 2021 debt to be paid with property taxes and additional sales tax revenue. Debt means the interest and principal that will be paid on debts that: (1) are paid by property taxes, (2) are secured by property taxes, (3) are scheduled for payment over a period longer than one year and (4) are not classified in the taxing unit's budget as M&O expenses A. Debt also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here. ²⁸ Enter debt amount.	\$5,710,850
B. Subtract unencumbered fund amount used to reduce total debt.	\$0
C. Subtract certified amount spent from sales tax to reduce debt (enter zero if none)	\$0
D. Subtract amount paid from other resources.	\$0
E. Adjusted debt. Subtract B, C, and D from A.	\$5,710,850
43. Certified 2020 excess debt collections. Enter the amount certified by the collector. ²⁸	\$222,585
44. Adjusted 2021 debt. Subtract Line 43 from Line 42E.	\$5,488,265
45. 2021 anticipated collection rate. A. Enter the 2021 anticipated collection rate certified by the collector: ²⁹ B. Enter the 2020 actual collection rate C. Enter the 2019 actual collection rate D. Enter the 2018 actual collection rate E. If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. ³¹	99.00% 99.65% 92.56% 99.06% 99.00%
46. 2021 debt adjusted for collections. Divide Line 44 by Line 45E	\$5,543,702
47. 2021 total taxable value. Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$24,640,238,495
48. 2021 debt tax rate. Divide Line 46 by Line 47 and multiply by \$100.	\$0.022498/\$100
49. 2021 voter-approval tax rate. Add Lines 41 and 48.	\$0.520389/\$100
D49. Disaster Line 49 (D49): 2021 voter-approval tax rate for taxing unit affected by disaster declaration. Complete this line if the taxing unit calculated the voter-approval tax rate in the manner provided for a special taxing unit on Line D41. Add Line D41 and 48.	\$0.000000/\$100
50. COUNTIES ONLY. Add together the voter-approval tax rates for each type of tax the county levies. The total is the 2021 county voter-approval tax rate.	\$0.520389/\$100

²³Tex. Tax Code Section 26.044

²⁴Tex. Tax Code Section 26.0441

²⁵Tex. Tax Code Section 26.0442

²⁶Tex. Tax Code Section 26.0443

²⁷Tex. Tax Code Section 26.042(a)

²⁸Tex. Tax Code Section 26.012(7)

²⁹Tex. Tax Code Section 26.012(10) and 26.04(b)

³⁰Tex. Tax Code Section 26.04(b)

³¹Tex. Tax Code Section 26.04(h),(h-1) and (h-2)

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SECTION 3: NNR Tax Rate and Voter-Approval Tax Rate Adjustments for Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Additional Sales and Use Tax Worksheet	Amount/Rate
51. Taxable Sales. For taxing units that adopted the sales tax in November 2020 or May 2021, enter the Comptroller's estimate of taxable sales for the previous four quarters. ²⁰ Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November 2020, enter 0.	\$0
52. Estimated sales tax revenue. Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. ³³ Taxing units that adopted the sales tax in November 2020 or in May 2021. Multiply the amount on Line 51 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. ³⁴ - or - Taxing units that adopted the sales tax before November 2020. Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	\$32,891,758
53. 2021 total taxable value. Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$24,640,238,495
54. Sales tax adjustment rate. Divide Line 52 by Line 53 and multiply by \$100.	\$0.133488/\$100
55. 2021 NNR tax rate, unadjusted for sales tax. ³⁵ Enter the rate from Line 26 or 27, as applicable, on the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$0.363184/\$100
56. 2021 NNR tax rate, adjusted for sales tax. Taxing units that adopted the sales tax in November 2020 or in May 2021. Subtract Line 54 from Line 55. Skip to Line 57 if you adopted the additional sales tax before November 2020.	\$0.363184/\$100
57. 2021 voter-approval tax rate, unadjusted for sales tax. ³⁶ Enter the rate from Line 49, Line D49 (disaster), or Line 50 (counties), as applicable, of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$0.520389/\$100
58. 2021 voter-approval tax rate, adjusted for sales tax. Subtract Line 54 from Line 57.	\$0.386901/\$100

³¹Reserved for expansion

³⁴Tex. Tax Code Section 26.041(d)

³²Tex. Tax Code Section 26.041(d)

³⁵Tex. Tax Code Section 26.04(c)

³³Tex. Tax Code Section 26.041(i)

³⁶Tex. Tax Code Section 26.04(c)

SECTION 4: Voter-Approval Tax Rate Adjustment for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Voter-Approval Protection for Pollution Control Worksheet	Amount/Rate
59. Certified expenses from the Texas Commission on Environmental Quality (TCEQ). Enter the amount certified in the determination letter from TCEQ. ³⁷ The taxing unit shall provide its tax assessor-collector with a copy of the letter. ³⁸	\$0
60. 2021 total taxable value. Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$24,640,238,495
61. Additional rate for pollution control. Divide Line 59 by Line 60 and multiply by \$100.	\$0.000000/\$100
62. 2021 voter-approval tax rate, adjusted for pollution control. Add Line 61 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties) or Line 58 (taxing units with the additional sales tax).	\$0.386901/\$100

³⁷Tex. Tax Code Section 26.045(d)

³⁸Tex. Tax Code Section 26.045(i)

SECTION 5: Voter-Approval Tax Rate Adjustment for Unused Increment Rate

The unused increment rate is the rate equal to the difference between the adopted tax rate and voter-approval tax rate before the unused increment rate for the prior three years.³⁹ In a year where a taxing unit adopts a rate by applying any portion of the unused increment rate, the unused increment rate for that year would be zero.

The difference between the adopted tax rate and voter-approval tax rate is considered zero in the following scenarios:

- a tax year before 2020; and⁴⁰
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a);⁴¹ or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval.⁴²

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit.⁴³

Unused Increment Rate Worksheet	Amount/Rate
63. 2020 unused increment rate. Subtract the 2020 actual tax rate and the 2020 unused increment rate from the 2020 voter-approval tax rate. If the number is less than zero, enter zero. If the year is prior to 2020, enter zero.	\$0.081695
64. 2019 unused increment rate. Subtract the 2019 actual tax rate and the 2019 unused increment rate from the 2019 voter-approval tax rate. If the number is less than zero, enter zero. If the year is prior to 2020, enter zero.	\$0
65. 2018 unused increment rate. Subtract the 2018 actual tax rate and the 2018 unused increment rate from the 2018 voter-approval tax rate. If the number is less than zero, enter zero. If the year is prior to 2020, enter zero.	\$0.000000
66. 2021 unused increment rate. Add Lines 63, 64 and 65.	\$0.081695/\$100
67. 2021 voter-approval tax rate, adjusted for unused increment rate. ²³ Add Line 66 to one of the following lines (as applicable): Line 49, Line D49(disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax) or Line 62 (taxing units with pollution control).	\$0.468596/\$100

³⁹Tex. Tax Code Section 26.013(a)

⁴⁰Tex. Tax Code Section 26.013(c)

⁴¹Tex. Tax Code Section 26.0501(a) and (c)

⁴²Tex. Tax Code Section Local Gov't Code Section 120.007(d), effective Jan. 1, 2022

⁴³Tex. Tax Code Section 26.063(a)(1)

SECTION 6: De Minimis Rate

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise \$500,000, and the current debt rate for a taxing unit.⁴⁴

This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit.⁴⁵

De Minimis Rate Worksheet	Amount/Rate
68. Adjusted 2021 NNR M&O tax rate. Enter the rate from Line 39 of the <i>Voter-Approval Tax Rate Worksheet</i>	\$0.342710/\$100
69. 2021 total taxable value. Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$24,640,238,495
70. Rate necessary to impose \$500,000 in taxes. Divide \$500,000 by Line 69 and multiply by \$100.	\$0.002029
71. 2021 debt rate. Enter the rate from Line 48 of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$0.022498/\$100
72. De minimis rate. ²³ Add Lines 68, 70 and 71.	\$0.367237/\$100

⁴⁴Tex. Tax Code Section 26.012(8-a)

⁴⁵Tex. Tax Code Section 26.063(a)(1)

SECTION 7: Voter-Approval Tax Rate Adjustment for Emergency Revenue Rate

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year.⁴⁶

Similarly, if a taxing unit adopted a tax rate that exceeded its voter-approval tax rate, calculated normally, without holding an election to respond to a disaster, as allowed by Tax Code Section 26.042(d), in the prior year, it must also reduce its voter-approval tax rate for the current tax year⁴⁷.

NOTE: This section will not apply to any taxing units in 2021. It is added to implement Senate Bill 1438 (87th Regular Session) and does not apply to a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a declared disaster in 2020, as provided for in the recently repealed Tax Code Sections 26.04(c-1) and 26.041(c-1).

In future tax years, this section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago.

In future tax years, this section will also apply to a taxing unit in a disaster area that adopted a tax rate greater than its voter-approval tax rate without holding an election in the prior year.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Emergency Revenue Rate Worksheet	Amount/Rate
73. 2020 adopted tax rate. Enter the rate in Line 4 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	N/A
74. Adjusted 2020 voter-approval tax rate. Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line. If a disaster occurred in 2020 and the taxing unit calculated its 2020 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) of the 2020 worksheet due to a disaster, enter the 2020 voter-approval tax rate as calculated using a multiplier of 1.035 from Line 49. - or - If a disaster occurred prior to 2020 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) in 2020, complete the separate <i>Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> to recalculate the voter-approval tax rate the taxing unit would have calculated in 2020 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the year(s) following the disaster. ⁴⁸ Enter the final adjusted 2020 voter-approval tax rate from the worksheet. - or - If the taxing unit adopted a tax rate above the 2020 voter-approval tax rate without calculating a disaster tax rate or holding an election due to a disaster, no recalculation is necessary. Enter the voter-approval tax rate from the prior year's worksheet.	N/A
75. Increase in 2020 tax rate due to disaster. Subtract Line 74 from Line 73.	N/A
76. Adjusted 2020 taxable value. Enter the amount in Line 14 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	N/A
77. Emergency revenue. Multiply Line 75 by Line 76 and divide by \$100.	N/A
78. Adjusted 2021 taxable value. Enter the amount in Line 25 of the <i>No-New-Revenue Tax</i>	N/A

*Rate Worksheet.***79. Emergency revenue rate.** Divide Line 77 by Line 78 and multiply by \$100. ⁴⁹

N/A

80. 2021 voter-approval tax rate, adjusted for emergency revenue. Subtract Line 79 from one of the following lines (as applicable): Line 49, Line D49(disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax), Line 62 (taxing units with pollution control) or Line 67 (taxing units with the unused increment rate).

N/A

⁴⁶Tex. Tax Code Section 26.042(b)⁴⁷Tex. Tax Code Section 26.042(f)⁴⁸Tex. Tax Code Section 26.042(c)⁴⁹Tex. Tax Code Section 26.042(b)⁵⁰Tex. Tax Code Section 26.04(c-2) and (d-2)**SECTION 8: Total Tax Rate**

Indicate the applicable total tax rates as calculated above.

No-New-Revenue tax rate

As applicable, enter the 2021 NNR tax rate from: Line 26, Line 27 (counties), or Line 56 (adjusted for sales tax).

\$0.363184/\$100

Indicate the line number used: 27**Voter-Approval tax rate**

As applicable, enter the 2021 voter-approval tax rate from: Line 49, Line 50 (counties), Line 58 (adjusted for sales tax), Line 62 (adjusted for pollution control), Line 67 (adjusted for unused increment), or Line 80 (adjusted for emergency revenue).

\$0.468596/\$100

Indicate the line number used: 67**De minimis rate**

If applicable, enter the de minimis rate from Line 72.

\$0.367237/\$100

SECTION 9: Taxing Unit Representative Name and SignatureEnter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit's certified appraisal roll or certified estimate of taxable value, in accordance with requirements in Tax Code.⁵⁰**print here** Allison Nathan Getz

Printed Name of Taxing Unit Representative

sign here

Taxing Unit Representative

August 4, 2021

Date







PROCLAMATION

STATE OF TEXAS

§
§
§

COMMISSIONERS COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 7th day of September, 2021, on motion made by Everette Alfred, Commissioner of Precinct No. 4, and seconded by Vernon Pierce, Commissioner of Precinct No. 1, the following Proclamation was adopted:

NATIONAL DISABILITY VOTER REGISTRATION WEEK

WHEREAS, in September people with disabilities and our supporters celebrate the anniversary of the Americans with Disabilities Act (ADA); AND

WHEREAS, there are over 50 million people with disabilities of all ages living in communities throughout the United States; AND

WHEREAS, the disability community has a critical interest in policies enacted at local, state, and national levels that effect the integration of people with disabilities, young and old, into our communities; AND

WHEREAS, getting the disability community involved in influencing public policies is essential if these policies are to meet the real needs of people with disabilities to live in the community; AND

WHEREAS, voting is one way for the disability community to exert their influence at local, state and national elections; AND

WHEREAS, there are multiple efforts to develop state disability coalitions around the issue of voting; AND

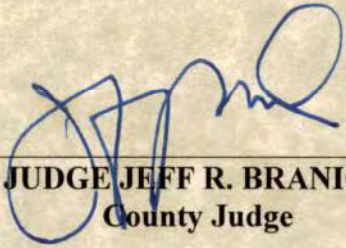
WHEREAS, REV UP, "Register! Educate! Vote! Use your Power!" is a national effort to encourage state and local disability community voting coalitions; AND

WHEREAS, members of National Disability Rights community are organizing a National Disability Voter Registration Week (NDVRW) September 13 to 20, 2021;

WHEREAS, Jefferson County supports the growing involvement of the disability community in the political process.

BE IT FURTHER RESOLVED that the Commissioners Court of Jefferson County designates the week of **September 13th – 20th** as National Disability Voter Registration Week.

Signed this 7th day of September, 2021.



JUDGE JEFF R. BRANICK
County Judge

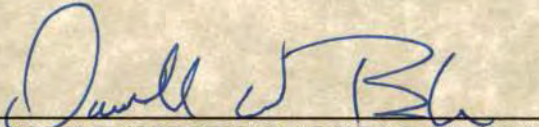




COMMISSIONER VERNON PIERCE
Precinct No. 1



COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3



COMMISSIONER DARRELL W. BUSH
Precinct No. 2



COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

Pepe Dominguez

From: Pepe Dominguez <peped@co.jefferson.tx.us>
Sent: Monday, August 30, 2021 2:04 PM
To: 'dbush@co.jefferson.tx.us'
Cc: vpierce@co.jefferson.tx.us; 'Commissioner Sinegal' (msinegal@co.jefferson.tx.us); 'Commissioner Alfred' (ealfred@co.jefferson.tx.us); 'Judge Branick' (jbranick@co.jefferson.tx.us); 'mfgout@co.jefferson.tx.us'; 'Ronda Conlin' (rconlin@co.jefferson.tx.us); ggross@co.jefferson.tx.us; 'stacey@soutex.net'; Doug Canant <dscanant@dd6.org> (dscanant@dd6.org)
Subject: Tracts 4-A, 4-B, & A 1.616 Acres of Land Replat of Part of Lot 4 & 5 Blk 4 Orange Farms
Attachments: Soutex Memo_Tracts 4-A, 4_B, & A 1.616 Acres of Land Replat of Part of Lot 4 & 5 Blk 4 Orange Farms.pdf; Tracts 4-A, 4_B, & A 1.616 Acres of Land Replat of Part of Lot 4 & 5 Blk 4 Orange Farms_Comm Court.pdf

Commissioner Bush,

Attached is a PDF of Tracts 4-A, 4-B, & "A", 1.616 Acres of Land, Replat of Part of Lot 4 & 5 Block 4 Orange Farms, Jefferson County. This Replat is in the City of Port Arthur ETJ and has met all of the Jefferson County and the City of Port Arthur platting requirements.

I will be placing this plat on the Agenda for Tuesday, September 7th, 2021.

If you have any questions please contact either Michelle or myself.

Pepe Dominguez



1149 Pearl St
 Beaumont, TX 77701

Pepe Dominguez

Engineering Superintendent
 Jefferson County Engineering
 Phone: 409-835-8584
 Fax: 409-835-8718
 Email: peped@co.jefferson.tx.us

Special, September 07, 2021

There being no further business to come before the Court at this time,
same is now here adjourned on this date, September 07, 2021