

*Notice of Meeting and Agenda*  
*April 26, 2022*

**Special, 4/26/2022 10:30:00 AM**

BE IT REMEMBERED that on April 26, 2022, 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

Honorable Laurie Leister, County Clerk

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

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Jeff R. Branick, County Judge  
Vernon Pierce, Commissioner, Precinct One  
Darrell Bush, Commissioner, Precinct Two  
Michael S. Sinegal, Commissioner, Precinct Three  
Everette "Bo" Alfred, Commissioner, Precinct Four



**NOTICE OF MEETING AND AGENDA  
OF COMMISSIONERS' COURT  
OF JEFFERSON COUNTY, TEXAS  
April 26, 2022**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **26th** day of **April 2022** 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** meeting 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:

**9:15 A.M.- Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.071 to consult with our attorney regarding pending or anticipated litigation.**

**9:45 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.**

**10:00 A.M.- Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.072 to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting**

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would have a detrimental effect on the position of the governmental body in negotiations with a third person.

**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 for economic development and real property, 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/commmlink.htm](https://co.jefferson.tx.us/comm_crt/commmlink.htm)**

**Listen to audio by calling 346-248-7799 Meeting ID: 917 160 6532#  
Participant ID: #**

**The court will also have a question and answer session at the end of the meeting. If you would like to ask any questions of the Court, please be on the phone call. The Court will give a question and answer session at the end of the meeting as time allows. You will be called upon by your last 4 digits of your phone number. If you do not have any questions, you can pass.**

**Please be mindful that the audio portion of this meeting will be of better quality from the website.**

**INVOCATION: Vernon Pierce, Commissioner, Precinct One**

**PLEDGE OF ALLEGIANCE: Darrell Bush, Commissioner, Precinct Two**

## **PURCHASING:**

- (a). Consider and approve specifications for Invitation for Bid (IFB 22-024/JW) Replacement Outboard Motors and Rigging Kits for Jefferson County Sheriff's Marine Division; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326. Funded by Port Security Grant 2021.

SEE ATTACHMENTS ON PAGES 12 - 66

**Motion by: Alfred**

**Second by: Sinegal**

**In Favor: Branick, Pierce, Bush, Sinegal, Alfred**

**Action: APPROVED**

- (b). Consider and approve specifications for Request for Proposal (RFP 22-020/JW) Professional Grant Administration and Management Services for Community Development Block Grant – Disaster Recovery (CDBG-DR): 2019 Infrastructure Competition for Jefferson County; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326.

SEE ATTACHMENTS ON PAGES 67 - 124

**Motion by: Alfred**

**Second by: Sinegal**

**In Favor: Branick, Pierce, Bush, Sinegal, Alfred**

**Action: APPROVED**

- (c). Consider, establish, and approve a Selection Review Committee, to include one (1) elected official, to review responses received for Request for Proposal (RFP 22-020/JW) Professional Grant Administration and Management Services for Community Development Block Grant – Disaster Recovery (CDBG-DR): 2019 Infrastructure Competition for Jefferson County; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326.

**Motion by: Alfred**

**Second by: Pierce**

**In Favor: Branick, Pierce, Bush, Sinegal, Alfred Action: APPROVED**

**Commissioners appointed committee members: Patrick Swain - appointed by Jeff Branick, Michael Sinegal appointed by Everette "Bo" Alfred, Michelle Falgout appointed by Darrell Bush, Alex Rupp appointed by Michael Sinegal, Mike White appointed by Vernon Pierce.**

NO ATTACHMENTS

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**Motion by: Alfred**  
**Second by: Sinegal**  
**In Favor: Branick, Pierce, Bush, Sinegal, Alfred**  
**Action: APPROVED**

- (d). Consider and approve award, execute, receive and file Change Order No. 1 for Contract No. (RFQ) 20-051/JW, Professional Engineering Services for Taylor's Bayou Drainage Improvements – Community Development Block Grant-Disaster Recovery (CDBG-DR) Program Project for Jefferson County with Dannenbaum Engineering Corporation for additional engineering design services to facilitate Project Option No. 1: Temporary Bridge and Roadway. This option includes building a temporary bridge and approach roadways to allow construction to be maintained at the existing bridge site. This change order will increase the contract in the amount of \$140,655.00; bringing the total contract amount from \$365,512.73 up to \$506,167.73. Funding for the amount of this change order will be through a 50/50 split of the cost between the County and Drainage District No. 6. Funding has also been provided (prior to this change order) from the Texas General Land Office (CDBG-DR Grant/Contract No. 20-065-121-C408); pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326.

SEE ATTACHMENTS ON PAGES 125 - 138

**Motion by: Alfred**  
**Second by: Sinegal**  
**In Favor: Branick, Pierce, Bush, Sinegal, Alfred**  
**Action: APPROVED**

- (e). Consider and approve a contract renewal for Invitation for Bid (IFB 19-012/YS), Term Contract for Marine Motor Fuel for Jefferson County with Sun Coast Resources, Inc. for a third one (1) year renewal from May 3, 2022 through May 2, 2023.

NO ATTACHMENTS

**Motion by: Alfred**  
**Second by: Sinegal**  
**In Favor: Branick, Pierce, Bush, Sinegal, Alfred**  
**Action: APPROVED**

**COUNTY AUDITOR:**

- (a). Consider and approve budget transfer– Constable Pct. 1 – cost for summer presentations/events.

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**SEE ATTACHMENTS ON PAGES 139 - 139**

120-3065-425-1005	EXTRA HELP		\$1,000.00
120-3065-425-3090	EDUCATIONAL DEMOSTRATION	\$500.00	
120-3065-425-3078	OFFICE SUPPLIES	\$500.00	

**Motion by: Sinegal**

**Second by: Alfred**

**In Favor: Branick, Pierce, Bush, Sinegal, Alfred**

**Action: APPROVED**

- (b).Consider and approve budget amendment – Road & Bridge Pct. 3 & Port Arthur Maintenance – replacement of seven computers.

**SEE ATTACHMENTS ON PAGES 140 - 147**

120-6084-416-2003	EMPLOYEES' INSURANCE		\$7,422.00
120-6084-416-6002	COMPUTER EQUIPMENT	\$1,061.00	
113-0309-431-6002	COMPUTER EQUIPMENT	\$6,361.00	

**Motion by: Sinegal**

**Second by: Alfred**

**In Favor: Branick, Pierce, Bush, Sinegal, Alfred**

**Action: APPROVED**

- (c).Consider and approve budget transfer – Port Arthur Maintenance – additional cost for security system for Health Department building.

**SEE ATTACHMENTS ON PAGES 148 - 150**

120-6084-416-2003	EMPLOYEES' INSURANCE		\$3,391.00
120-6084-416-6014	BUILDINGS AND STRUCTURES	\$3,391.00	

**Motion by: Sinegal**

**Second by: Alfred**

**In Favor: Branick, Pierce, Bush, Sinegal, Alfred**

**Action: APPROVED**

- (d).Receive and file Financial & Operating Statements – County Funds Only for the Month Ending March 31, 2022.

**SEE ATTACHMENTS ON PAGES 151 - 167**

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**Motion by: Sinegal**  
**Second by: Alfred**  
**In Favor: Branick, Pierce, Bush, Sinegal, Alfred**  
**Action: APPROVED**

- (e). Consider and approve electronic disbursement for \$790,209.08 to LaSalle for revenue received from entities for inmate housing.

NO ATTACHMENTS

**Motion by: Sinegal**  
**Second by: Alfred**  
**In Favor: Branick, Pierce, Bush, Sinegal, Alfred**  
**Action: APPROVED**

- (f). Discuss contracting, via subrecipient agreement, with Legacy Community Development Corporation for the purpose of administering the Emergency Rental Assistance Program round II funds (ERAP 2).

NO ATTACHMENTS

**Action: Discussion Item - no motion or second is required.**

- (g). Regular County Bills – check #494456 through check #494657

SEE ATTACHMENTS ON PAGES 168 - 176

**Motion by: Sinegal**  
**Second by: Alfred**  
**In Favor: Branick, Pierce, Bush, Sinegal, Alfred**  
**Action: APPROVED**

**COUNTY CLERK:**

- (a). Consider and possibly approve the appointment of Central Counting Station and Early Voting Ballot Board personnel for the May 24, 2022 Primary Run-Off Election to include Central Counting Station Manager, Wayne Ozio, Tabulation Supervisor Jeff Ross, Assistant Tabulation Supervisors Mary Helm, Todd Frederick and Mike Bain, CCS Co-Judge Clifton Simoneaux, CCS Co-Judge John Stafford, and Early Voting Ballot Board Co-Judge Dina Carr and Co-Judge John Stafford.

NO ATTACHMENTS

**Motion by: Alfred**  
**Second by: Bush**  
**In Favor: Branick, Pierce, Bush, Sinegal, Alfred**  
**Action: APPROVED**

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- (b). Consider and possibly approve the appointment of supplemental Presiding and Alternate Judges for the May 7, 2022, Constitutional Amendment, Special and Joint Election, and the Co-Judges for the May 24, 2022 Primary Run-Off Election. This is to supplement vacancies in the list of judges approved for a two year period beginning September 1, 2020.

SEE ATTACHMENTS ON PAGES 177 - 178

**Motion by: Alfred**

**Second by: Bush**

**In Favor: Branick, Pierce, Bush, Sinegal, Alfred**

**Action: APPROVED**

- (c). Consider and Approve the Notice of May 24, 2022, Primary Run-Off Election.

SEE ATTACHMENTS ON PAGES 179 - 181

**Motion by: Alfred**

**Second by: Bush**

**In Favor: Branick, Pierce, Bush, Sinegal, Alfred**

**Action: APPROVED**

## **COUNTY COMMISSIONERS:**

- (a). Consider and possibly approve a Proclamation for Older Americans Month.

SEE ATTACHMENTS ON PAGES 182 - 182

**Motion by: Bush**

**Second by: Pierce**

**In Favor: Branick, Pierce, Bush, Sinegal, Alfred**

**Action: APPROVED**

- (b). Consider and possibly approve the reappointment of Frank R. Rose as a Commissioner for Jefferson County Drainage District No. 3. (This is an appointment of Commissioner Sinegal.)

NO ATTACHMENTS

**Motion by: Bush**

**Second by: Pierce**

**In Favor: Branick, Pierce, Bush, Sinegal, Alfred**

**Action: APPROVED**



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- (c). Consider, possibly approve, authorize the County Judge to execute an Inter-local Government Agreement between Jefferson County and the City of Taylor Landing, pursuant to Chapter 791, Texas Government Code for street and drainage repairs with funding that may be available per DR 4332, Texas Community Development Block Grant Disaster Recovery Program.

SEE ATTACHMENTS ON PAGES 183 - 188

**Motion by: Bush**

**Second by: Pierce**

**In Favor: Branick, Pierce, Bush, Sinegal, Alfred**

**Action: APPROVED**

- (d). Consider and possibly approve and authorize the County Judge to execute an Amended Tax Abatement between Jefferson County and Suez WTS USA, Inc for property located in the Suez WTS USA, Inc- Project Clear Reinvestment Zone.

SEE ATTACHMENTS ON PAGES 189 - 192

**Motion by: Bush**

**Second by: Pierce**

**In Favor: Branick, Pierce, Bush, Sinegal, Alfred**

**Action: APPROVED**

- (e). Receive and file Oath of Office and Statement of Officer of Joel E. Levingston, Jr. to the Board of Commissioners for Jefferson County Drainage District No 3.

SEE ATTACHMENTS ON PAGES 193 - 194

**Motion by: Bush**

**Second by: Pierce**

**In Favor: Branick, Pierce, Bush, Sinegal, Alfred**

**Action: APPROVED**

- (f). Consider and possibly approve an Order of Appointment of Gene A. Winston, Jr. as Constable of Precinct 8 to fulfill the unexpired term of Constable Harold L. Doucet, Jr. who is retiring effective June 30, 2022 pursuant to Sec. 87.041, Texas Local Government Code.

SEE ATTACHMENTS ON PAGES 195 - 196

**Motion by: Bush**

**Second by: Pierce**

**In Favor: Branick, Pierce, Bush, Sinegal, Alfred**

**Action: APPROVED**

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- (g).Receive and file Oath of Office and Statement of Gene A. Winston, Jr. as Constable of Precinct 8 to fulfill the unexpired term of Constable Harold L. Doucet, Jr. who is retiring effective June 30, 2022 pursuant to Sec. 87.041, Texas Local Government Code.

NO ATTACHMENTS

**Action: TABLED**

- (h).Consider and possibly approve a Proclamation for National Crime Victims Right Week.

SEE ATTACHMENTS ON PAGES 197 - 197

**Motion by: Bush**

**Second by: Pierce**

**In Favor: Branick, Pierce, Bush, Sinegal, Alfred**

**Action: APPROVED**

**COUNTY TREASURER:**

- (a).Consider and approve Quarterly Report/Wire for State Pooled Fees in the amount of \$280,520.15.

SEE ATTACHMENTS ON PAGES 198 - 198

**Motion by: Pierce**

**Second by: Bush**

**In Favor: Branick, Pierce, Bush, Sinegal, Alfred**

**Action: APPROVED**

**OTHER BUSINESS:**

**\*\*\*DISCUSSION ON ANY OTHER ITEM NOT ON AGENDA  
WITHOUT TAKING ACTION.**

**Receive reports from Elected Officials and staff on matters of community interest without taking action.**

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

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# JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah L. Clark, Purchasing Agent*

1149 Pearl Street  
1<sup>st</sup> Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593  
FAX: (409)835-8456

## LEGAL NOTICE

### Advertisement for Invitation for Bids

April 26, 2022

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 22-024/JW) Replacement Outboard Motors and Rigging Kits for Jefferson County Sheriff's Marine Division**. Specifications for this project may be obtained from the Jefferson County Purchasing website at: <https://www.co.jefferson.tx.us/Purchasing/> or by calling 409-835-8593.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

<b>BID NAME:</b>	<b>Replacement Outboard Motors and Rigging Kits for Jefferson County Sheriff's Marine Division</b>
<b>BID NUMBER:</b>	<b>IFB 22-024/JW</b>
<b>DUE BY TIME/DATE:</b>	<b>11:00 AM CT, Wednesday, May 25, 2022</b>
<b>MAIL OR DELIVER TO:</b>	<b>Jefferson County Purchasing Department 1149 Pearl Street, 1<sup>st</sup> Floor Beaumont, Texas 77701</b>

Any questions relating to these bid requirements should be directed to Jamey West, Contract Specialist at 409-835-8593 or via email at: [jwest@co.jefferson.tx.us](mailto:jwest@co.jefferson.tx.us)

Jefferson County encourages Disadvantaged Business Enterprises (DBEs) and Historically Underutilized Businesses (HUBs) 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 least seven (7) days prior to the bid due date (at 409-835-8593) to make appropriate arrangements.

Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County. All interested firms are invited to submit a bid in accordance with the terms and conditions stated in this bid.

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

Deborah L. Clark, Purchasing Agent  
Jefferson County, Texas

#### PUBLISH:

Beaumont Enterprise & Port Arthur News:  
**April 27, 2022 and May 4, 2022**

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### **BID SUBMISSIONS:**

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

**Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. <https://www.co.jefferson.tx.us/Purchasing/>**

**Failure to return all required documentation could result in a response being declared as non-responsive.**

## SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT

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

### 1. BIDDING

#### 1.1 BIDS.

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

#### 1.2 AUTHORIZED SIGNATURES.

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

#### 1.3 LATE BIDS.

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

#### 1.4 WITHDRAWAL OF BID PRIOR TO 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 BID AFTER 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 am to 4:00 pm, 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.

### **5. 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.

### **6. 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.

### **7. 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 non-conformity 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.

#### **8. 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.

**9. 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.

#### **10. 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.

#### **11. 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.

#### **12. 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.

#### **13. 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.

**14. 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.

**15. INTERPRETATION OF BID AN/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.

**16. CURRENCY**

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

**17. 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.

**18. NOTICE TO PROCEED/PURCHASE ORDER**

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

**19. 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.

**20. DEFINITIONS**

"County" – Jefferson County, Texas.

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

**21. 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.

**Federal Emergency Management Agency (FEMA)  
MANDATED CONTRACT PROVISIONS**

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## **1. REMEDIES**

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

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

## **2. TERMINATION FOR CAUSE AND CONVENIENCE**

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

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

## **3. EQUAL EMPLOYMENT OPPORTUNITY**

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

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

### **b. Key Definitions.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

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

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

#### 4. DAVIS-BACON ACT

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

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

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

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

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or

Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

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

#### **COMPLIANCE WITH THE DAVIS-BACON ACT:**

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

#### **5. COPELAND ANTI-KICKBACK ACT**

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

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

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

#### **COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK ACT":**

- a. Contractor.** The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

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

## **6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

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

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

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

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

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

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

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

subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

## 7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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

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

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

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

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

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

### CLEAN AIR ACT:

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

## **FEDERAL WATER POLLUTION CONTROL ACT:**

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to Jefferson County agrees that the County/Grant Administration Firm Acting on Behalf of the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

## **9. DEBARMENT AND SUSPENSION**

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

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

### **c. Requirements.**

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

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

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

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

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

#### **SUSPENSION AND DEBARMENT:**

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

#### **10. BYRD ANTI-LOBBYING AMENDMENT**

**a. Standard.** Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

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

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

#### **c. Required Certification.**

If applicable, contractors must sign and submit to the non-Federal entity the **"Certification Regarding Lobbying" Form** included within these bid specifications, **PAGE 42.**

#### **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.”**

## **21.11 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—

Competitively within a timeframe providing for compliance with the contract performance schedule;

Meeting contract performance requirements; or 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."

## SECTION 2: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

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The following requirements and instructions supersede General Requirements where applicable.

### 1. SUBMISSION OF BID

Each Bidder shall ensure that required parts of the bid response 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 and two (2) bid copies; with all copies to include a completed copy of this specifications packet, in its entirety.**

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

Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or RFQ updates. <https://www.co.jefferson.tx.us/Purchasing/>

**Failure to return all required documentation could result in a response being declared as non-responsive.**

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

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

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

**All submissions must be received by 11:00 am CT, Wednesday, May 25, 2022.**

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

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

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.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB.

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

All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

Please direct questions to Jamey West, Contract Specialist at 409-835-8593 or e-mail at: [jwest@co.jefferson.tx.us](mailto:jwest@co.jefferson.tx.us)

### **Courthouse Security:**

All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver proposals 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 as currently recommended by the CDC within its facilities.

Bidders are strongly urged to plan accordingly.

### **COUNTY HOLIDAYS (2022)**

<b>January 17, 2022</b>	Martin Luther King, Jr. Day	Monday
<b>February 21, 2022</b>	President's Day	Monday
<b>April 15, 2022</b>	Good Friday	Friday
<b>May 30, 2022</b>	Memorial Day	Monday
<b>July 4, 2022</b>	Independence Day	Monday
<b>September 5, 2022</b>	Labor Day	Monday
<b>November 11, 2022</b>	Veteran's Day	Friday
<b>November 24 &amp; 25, 2022</b>	Thanksgiving	Thursday & Friday
<b>December 23 &amp; 26, 2022</b>	Christmas	Friday & Monday
<b>January 2, 2023</b>	New Year's	Monday

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

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

## **2. VENDOR REGISTRATION (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>

In instances where a vendor has either an "Inactive" SAM Registration or is not currently registered with the System for Award Management, the Purchasing Department may **initially** accept proof (printout from the SAM website) that the vendor has begun the registration process in order for the IFB/RFQ/RFP submission to be considered as "responsive" to the specifications for the project.

However, the SAM Registration must be completed (showing “active” status, with no exclusions) prior to the award and/or execution of an agreement or contract for the project.

### 3. FORM 1295 (Texas Ethics Commission)

#### **FORM 1295 SUBMISSION REQUIREMENT/INSTRUCTIONS FOR BIDDERS:**

**ALL NON-EXEMPT BIDDERS ARE REQUIRED TO SUBMIT A COMPLETED FORM 1295 WITH BID SUBMISSION.**

#### **INSTRUCTIONS:**

**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 WITH BID SUBMISSION.**

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

**SAMPLE: A sample of a completed FORM 1295 is included on PAGE 53.**

#### **FORM 1295 Implementation Background:**

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

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

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

#### **FORM 1295 EXEMPTIONS:**

**What type of contracts are exempt from the Form 1295 filing requirement under the amended law?**

**The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement.**

**A completed Form 1295 is not required for:**

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

<b>CERTIFICATE OF INTERESTED PARTIES</b>		<b>FORM 1295</b>	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		<b>OFFICE USE ONLY</b>	
<b>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</b> <b>ADD THE ABOVE-REQUESTED INFORMATION HERE</b>		<a href="http://www.ethics.state.tx.us/File">www.ethics.state.tx.us/File</a>	
<b>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</b> <b>JEFFERSON COUNTY, TEXAS</b>			
<b>3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.</b> <b>ADD IFB/RFP/AGREEMENT/CONTRACT NUMBER OR DESCRIPTION HERE</b>			
<b>4</b>			
<b>Name of Interested Party</b>	<b>City, State, Country (place of business)</b>	<b>Nature of Interest (check applicable)</b>	
		<b>Controlling</b>	<b>Intermediary</b>
<b>ADD NAME OF BUSINESS OWNER(S) HERE. MUST LIST ANY PERSON THAT DOES NOT WORK FOR THE BUSINESS (AS LISTED ON ITEM NO. 1 OF THIS FORM) THAT WILL PROFIT FROM THE BID/CONTRACT/PO.</b>			
<b>5</b> Check only if there is NO Interested Party.		<input type="checkbox"/> <b>ONLY CHECK IF NO CONTROLLING OR INTERMIDIARY PARTY</b>	
<b>6 UNSWORN DECLARATION</b> <b>MUST COMPLETE THIS SECTION IN ITS ENTIRETY.</b>			
My name is _____, and my date of birth is _____			
My address _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)			
I declare under penalty of perjury that the foregoing is true and correct.			
Executed in _____ County, State of _____, on the _____ day of _____, 20____ (month) (year)			
_____ Signature of authorized agent of contracting business entity (Declarant)			
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>			

**BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.**

**BIDDER: INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION PROOF HERE.**



## SECTION 2: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS (CONTINUED)

### 4. Multiple Vendor Award

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

### 5. Delivery

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

### 6. Payment

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

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

**Invoices shall be submitted to:**

Jefferson County Auditing Department  
Attention: Accounts Payable  
1149 Pearl Street, 7<sup>th</sup> floor  
Beaumont, TX 77701.

### 7. Usage Reports

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

### 8. Insurance

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

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

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

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

**Minimum Insurance Requirements:**

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

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

**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.

**BIDDER: INSERT COPY OF CERTIFICATE OF INSURANCE (COI) BEHIND THIS PAGE.**

Note: For bid purposes, a general COI will suffice. However, a COI that includes the notation that "Jefferson County as an additional insured" will be required from Awarded Bidder(s) prior to the issuance of a Purchase Order.

## BIDDER INFORMATION FORM

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

**Bid Number & Name: (IFB 20-024/JW) Replacement Outboard Motors and Rigging Kits for the Jefferson County Sheriff's Marine Division**

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

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

**If Applicable:** HUB Vendor No. \_\_\_\_\_ DBE Vendor No. \_\_\_\_\_

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

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

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

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

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

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

\_\_\_\_\_  
Address

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

**REQUIRED FORM**

**Bidder: Please complete this form  
and include with bid submission.**

## MINIMUM SPECIFICATIONS

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The following requirements and specifications supersede General Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Jamey West, Contract Specialist at 409-835-8593 or via email at: [jwest@co.jefferson.tx.us](mailto:jwest@co.jefferson.tx.us). Please reference Bid Number: IFB 22-024/JW

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

### **SCOPE OF PROJECT:**

Jefferson County is soliciting bids for **Outboard Motors and Rigging Kits, to include installation services with the purchase of the bid items.**

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

### **DE- RIGGING AND INSTALLATION:**

1. All De-Rigging of existing motors and assemblies shall be performed at the Jefferson County Sheriff's Marine Hangar, Beaumont, Texas 77705 – Jack Brooks Regional Airport grounds, on a schedule to be determined by Sheriff's Marine Personnel. All existing motors and assemblies shall remain property of the Jefferson County Sheriff's Office.
2. All Rigging of NEW motors and all assemblies shall be performed at the Jefferson County Sheriff's Marine Hangar, Beaumont, Texas 77705 – Jack Brooks Regional Airport grounds, on a schedule to be determined by Sheriff's Marine Personnel.

### **WARRANTY:**

Any and all warranty shall be in accordance with manufacturer's standards and conditions for a period of 3 years. Any and all warranty work to be performed shall be on an "as needed" basis and performed at the Jefferson County Sheriff's Marine Hangar, Beaumont, Texas 77705 – Jack Brooks Regional Airport grounds, on a schedule to be determined by Sheriff's Marine Personnel.

### **DELIVERY OF PURCHASED ITEMS:**

All Items Purchased (Including Installation Services) as a result of this bid shall be delivered/performed in hand to the Jefferson County Sheriff's Office Marine Division location at the Jefferson County Sheriff's Marine Hangar, Beaumont, Texas 77705 – Jack Brooks Regional Airport grounds on or before September 1, 2022. Delivery/Installation shall be coordinated with the Sheriff's Marine Division by

### **EQUIVALENT ITEMS:**

Bid Item Descriptions as listed/written on the BID FORM are intended to define the level of quality, performance, and features ONLY. Products offered shall be of equivalent dimensions, quality, performance and features or better (the brand name product listed is not required).

## INSTRUCTIONS TO BIDDERS (RE: BRAND REFERENCE / EQUIVALENT BID ITEMS)

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

### **Bidders Submitting Bids for Alternate/Equivalent Items:**

- ▶ Bidders may submit bids on alternate/equivalent items, but **MUST** attach **TWO (2) COPIES** of the **MANUFACTURER SPECIFICATIONS** (to include full warranty terms) for any alternate at the time of the bid.
- ▶ Bidders offering alternate/equivalent items **MUST ALSO** submit an **ITEMIZED COMPARISON** documenting equivalence for dimensions, quality, performance, and features of the products offered.

Further, the Bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a Bidder's alternate rests solely with Jefferson County.

### **Bidders Submitting Bids for \*EXACT\* Make/Model as specified:**

- ▶ Bidders offering the exact make/model as specified, **MUST** attach **TWO (2) COPIES** of the **MANUFACTURER SPECIFICATIONS** (to include full warranty terms).

## 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:**

**For clarification of this offer, contact:**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Signature of Person Authorized to Sign

\_\_\_\_\_  
E-mail

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**REQUIRED FORM**

**Bidder: Please complete this form  
and include with bid submission.**



ACCEPTANCE OF OFFER

---

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. 22-024/JW, Replacement Outboard Motors and Rigging Kits for the Jefferson County Sheriff’s Marine Division**. 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:

<hr/>	<hr/>
<b>Jeff R. Branick</b>	<b>Date</b>
<b>Jefferson County Judge</b>	

ATTEST:

<hr/>
<b>Laurie Leister</b>
<b>Jefferson County Clerk</b>

**BID FORM**

**BIDDER INSTRUCTIONS:** Please complete the BID FORM below. Pricing may be typed or printed legibly.

If bidding **EQUIVALENT ITEMS**, please follow the instructions (and provide all required documentation) for equivalent bidding as written on **PAGE 37** of this bid packet.

Bid Item	Mercury Item No.	Item Name/Description	Qty.	Unit Price	Item Total
1.	8M0079499	R/C CONS KT-DUAL	4	\$ .00	\$ .00
Equivalent Make: _____ Equivalent Model: _____					
2.	8M0138327	PANEL-KEY SWITCH	4	\$ .00	\$ .00
Equivalent Make: _____ Equivalent Model: _____					
3.	8M0113732	HARNESS-CLEAN PWR	8	\$ .00	\$ .00
Equivalent Make: _____ Equivalent Model: _____					
4.	892451T25	HARNESS ASSY	4	\$ .00	\$ .00
Equivalent Make: _____ Equivalent Model: _____					
5.	892451T30	HARNESS ASSY	4	\$ .00	\$ .00
Equivalent Make: _____ Equivalent Model: _____					
6.	8M0124496	V-VIEW 703 MULTI	4	\$ .00	\$ .00
Equivalent Make: _____ Equivalent Model: _____					
7.	8M0149598	RIGGING TUBE KIT	8	\$ .00	\$ .00
Equivalent Make: _____ Equivalent Model: _____					
8.	67755A14	BOLT KIT-550 IN	8	\$ .00	\$ .00
Equivalent Make: _____ Equivalent Model: _____					
9.	8M0109756	DOUBLE NUT KIT	8	\$ .00	\$ .00
Equivalent Make: _____ Equivalent Model: _____					

**BID FORM CONTINUED ON NEXT PAGE (PAGE 49)**

## BID FORM CONTINUED.

Bid Item	Mercury Item No.	Item Name/Description	Qty.	Unit Price	Item Total
10.	8M0151321	REV4 146X19 RH	4	\$_____ .00	\$_____ .00
Equivalent Make: _____ Equivalent Model: _____					
11.	8M0151320	REV4 146X19 LH	4	\$_____ .00	\$_____ .00
Equivalent Make: _____ Equivalent Model: _____					
12.	8M0101601	FLO TORQ SSR HD	8	\$_____ .00	\$_____ .00
Equivalent Make: _____ Equivalent Model: _____					
13.	STARBORD ENGINE MODEL	13000033A 300XXL SEAPRO DTS	4	\$_____ .00	\$_____ .00
Equivalent Make: _____ Equivalent Model: _____					
14.	PORT ENGINE MODEL	13000035A 300CXXL SEAPRO DTS	4	\$_____ .00	\$_____ .00
Equivalent Make: _____ Equivalent Model: _____					
15.	STARBORD LOWER UNIT ASSEMBLY	8MO142321	4	\$_____ .00	\$_____ .00
Equivalent Make: _____ Equivalent Model: _____					
16.	PORT LOWER UNIT ASSEMBLY	8MO142322	4	\$_____ .00	\$_____ .00
Equivalent Make: _____ Equivalent Model: _____					
<b>17. INSTALLATION COST <u>PER</u> OUTBOARD MOTOR: TO INCLUDE ON-SITE DELIVERY <u>AND</u> DE-RIGGING OF EXISTING OUTBOARD MOTOR</b>  <b>\$_____ .00 EA./PER OUTBOARD MOTOR</b>					

## BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):

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

## VENDOR REFERENCES FORM

Bidder: 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.

### REQUIRED FORM

**Bidder: Please complete this form and include with bid submission.**

#### REFERENCE ONE

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

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

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

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

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

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

#### REFERENCE TWO

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

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

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

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

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

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

#### REFERENCE THREE

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

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

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

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

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

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

## SIGNATURE PAGE

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

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

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

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

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

\_\_\_\_\_  
Bidder (Entity Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Street & Mailing Address

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
City, State & Zip

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-mail Address

**REQUIRED FORM**

**Bidder: Please complete this form  
and include with bid submission.**

## CERTIFICATION REGARDING LOBBYING

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

\_\_\_\_\_  
**Signature of Contractor's Authorized Official**

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

\_\_\_\_\_  
**Date**

#### **REQUIRED FORM**

**Bidder: Please complete this form  
and include with bid submission.**

# CONFLICT OF INTEREST QUESTIONNAIRE

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<div style="border: 1px solid black; padding: 2px; text-align: center; font-weight: bold;">OFFICE USE ONLY</div> <div style="border: 1px solid black; padding: 2px;">Date Received</div>	
<div style="border: 1px solid black; padding: 2px;"> <b>1</b> Name of vendor who has a business relationship with local governmental entity.         </div>		
<div style="border: 1px solid black; padding: 2px;"> <b>2</b> <input type="checkbox"/> 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.)         </div>		
<div style="border: 1px solid black; padding: 2px;"> <b>3</b> Name of local government officer about whom the information in this section is being disclosed.           <div style="text-align: center; margin-top: 10px;">             _____              Name of Officer           </div> <p>This section (item 3 including subparts A, B, C, &amp; D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes           <input type="checkbox"/> No         </div> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes           <input type="checkbox"/> No         </div> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes           <input type="checkbox"/> No         </div> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p> </div>		

Adopted 8/7/2015

## REQUIRED FORM

**Bidder:** Please complete this form and include with bid submission.

**LOCAL GOVERNMENT OFFICER  
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY**

<b>LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT</b>		<b>FORM CIS</b>
<p><small>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</small></p> <p><small>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.</small></p>		<b>OFFICE USE ONLY</b>
1	<b>Name of Local Government Officer</b>	Date Received _____
2	<b>Office Held</b>	
3	<b>Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</b>	
4	<b>Description of the nature and extent of employment or other business relationship with vendor named in item 3</b>	
5	<b>List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</b>	
	Date Gift Accepted _____ Description of Gift _____	
	Date Gift Accepted _____ Description of Gift _____	
	Date Gift Accepted _____ Description of Gift _____	
	(attach additional forms as necessary)	
6	<b>AFFIDAVIT</b>	
	<p><small>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.</small></p>	
	_____ Signature of Local Government Officer	
	<p><small>AFFIX NOTARY STAMP / SEAL ABOVE</small></p>	
	<p><small>Sworn to and subscribed before me, by the said _____, this the _____ day</small></p>	
	<p><small>of _____, 20_____, to certify which, witness my hand and seal of office.</small></p>	
	_____ Signature of officer administering oath	_____ Printed name of officer administering oath
	_____ Title of officer administering oath	

Adopted 8/7/2015

**THIS FORM IS FOR  
OFFICE USE ONLY**



## GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

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

☐ Yes ☐ No

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

### Did the Prime Contractor/Consultant . . .?

- |                              |                             |                                                                                                                                                                                                                                                                                                 |
|------------------------------|-----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?                                                                                    |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 2. <b>Notify</b> in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?                                                                                                                                          |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 3. <b>Provide</b> 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)? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 4. <b>Negotiate</b> in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive Bidders?                                                                                                                                                            |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 5. <b>Document</b> reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?                                                                                                                                               |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 6. If Prime Contractor/Consultant has zero (0) HUB participation, <b>please explain the reasons why.</b>                                                                                                                                                                                        |

**If “No” was selected, please explain and include any pertinent documentation with your bid.**

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

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**REQUIRED FORM**

**Bidder: Please complete this form  
and include with bid submission.**

☐ Yes ☐ No

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: Please complete this form and include with bid submission.**





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

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

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

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

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

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

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

### REQUIRED FORM

**Bidder: Please complete this form and include with bid submission.**

## HOUSE BILL 89 VERIFICATION

---

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

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

**Pursuant to Section 2270.002, Texas Government Code:**

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

\_\_\_\_\_  
Signature of Company Representative

\_\_\_\_\_  
Date

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

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

Notary Seal

\_\_\_\_\_  
**Notary Signature**

\_\_\_\_\_  
**Date**



**SENATE BILL 252 CERTIFICATION**

---

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

---

**Company Name**

IFB 20-024/JW

---

**IFB/RFP/RFQ number****Certification check performed by:**

---

**Purchasing Representative**

---

**Date**

**BID AFFIDAVIT**

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

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

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

on this day personally appeared \_\_\_\_\_, who  
(name)

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

"I, \_\_\_\_\_ am a duly authorized officer of/agent  
(name)

for \_\_\_\_\_ and have been duly authorized to execute the  
(name of firm)

foregoing on behalf of the said \_\_\_\_\_.  
(name of firm)

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

Name and address of Bidder: \_\_\_\_\_

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

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

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

SUBSCRIBED AND SWORN to before me by the above-named

\_\_\_\_\_ on

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

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

**REQUIRED FORM**

**Bidder: Please complete this form  
and include with bid submission.**



## JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah L. Clark, Purchasing Agent*

1149 Pearl Street  
1<sup>st</sup> Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593  
FAX: (409)835-8456

April 26, 2022

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for Request for Proposal (RFP 22-020/JW) Professional Grant Administration and Management Services for Community Development Block Grant – Disaster Recovery (CDBG-DR): 2019 Infrastructure Competition for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/> or by calling 409-835-8593.**

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

**PROPOSAL NAME:** Professional Grant Administration and Management Services for Community Development Block Grant - Disaster Recovery (CDBG-DR): 2019 Infrastructure Competition for Jefferson County

**PROPOSAL NUMBER:** RFP 22-020/JW

**DUE DATE/TIME:** 11:00 am CT, Wednesday, May 25, 2022

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

Any questions relating to these requirements should be directed to Jamey West, Contract Specialist via email at: [jwest@co.jefferson.tx.us](mailto:jwest@co.jefferson.tx.us)

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

All interested firms are invited to submit a proposal in accordance with the terms and conditions stated in this proposal. Respondents are strongly encouraged to carefully read the entire invitation.

Deborah L. Clark  
Purchasing Agent  
Jefferson County, Texas

**PUBLISH:**  
Beaumont Enterprise & Port Arthur News:  
**April 27, 2022 and May 4, 2022**

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## SECTION 1: INTRODUCTION

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### 1.1. INTRODUCTION AND PURPOSE

Jefferson County, Texas is seeking to enter into a services contract with a qualified and competent Grant Administration/Management Firm to assist the County in preparing an application for and in the overall management of its proposed **Community Development Block Grant-Disaster Recovery (CDBG-DR): 2019 Infrastructure Competition project(s)**, if funded by the Texas General Land Office Community Development & Revitalization (GLO).

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

### 1.2 VENDOR INSTRUCTIONS

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

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

### 1.3 GOVERNING LAW

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

### 1.4 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THE RFP

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

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

### 1.5 NOTIFICATION OF MOST CURRENT ADDRESS

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

### 1.6 SIGNATURE OF PROPOSAL

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

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

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

### **1.7 ECONOMY OF PRESENTATION**

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

### **1.8 PROPOSAL OBLIGATION**

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

### **1.9 INCORPORATION BY REFERENCE AND PRECEDENCE**

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

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

### **1.10 GOVERNING FORMS**

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

### **1.11 IMPLIED REQUIREMENTS**

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

### **1.12 TERMS AND CONDITIONS**

1. Jefferson County reserves the right to request clarification of information submitted and to request additional information of one or more respondents.
2. Any agreement or contract resulting from this RFP shall be on forms approved by Jefferson County and shall contain, at minimum, applicable provisions of this document. Jefferson County reserves the right to reject any agreement that does not conform to this document and any County requirements and contracts.
3. The Grant Administration Firm shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.
4. No reports, information, or data given to or prepared by the Grant Administrator under contract shall be made available to any individual or organization by the Grant Administrator without the prior written approval of the County.



### **1.13 COMPLIANCE WITH RFP SPECIFICATIONS**

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

### **1.14. EVALUATION COMMITTEE**

Because of the diversity of the departments and activities of the County, the Purchasing Agent will appoint the Evaluation Committee for this Request for Qualifications. The Purchasing Agent may appoint a chairperson and no less than two (2) other members for the committee. Typically, the committee will consist of at least one professional in the task required, a person knowledgeable about procurement practices, and either a representative of the department requesting the project, or the department executing the project. However, this structure is not binding and subject to change at the discretion of the Purchasing Agent. Other members may be appointed to the Evaluation Committee as necessary and appropriate, but the total number of persons committee shall not exceed five (5) persons. Committee appointments shall be in writing and shall briefly describe the scope of the project and, if necessary, the primary disciplines required to accomplish the project in order to assist the committee in developing a list of firms that might best accomplish the work required. Committee membership and project requirements will vary from project to project. Therefore, a firm rated number one for one project could be considered not qualified or ranked lower on another project.

### **1.15. EVALUATION PROCESS**

RFP Responses that do not conform to the instructions or which do not address all the services as specified within this RFP specifications packet may be eliminated from consideration. However, Jefferson County reserves the right to accept such a response if it is determined to be in the best interest of the County.

While Jefferson County appreciates a brief, straight-forward, and concise reply; Respondent must fully understand that the evaluation is based on the information provided. Accuracy and completeness are essential. Omissions, ambiguous, and equivocal statements may be construed against the respondent. The RFP response may be incorporated into any contract which results from this RFP, and vendor(s) are cautioned not to make claims or statements it is not prepared to commit to contractually. Failure of the vendor to meet such claims will result in a requirement that the vendor provide resources necessary to meet submitted claims.

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

**The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions may not be initiated by vendors.**

**The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer. Vendors shall not contact any Jefferson County personnel during the RFP process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent may disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.**

**All correspondence relating to this RFP, from advertisement to award shall be sent to the Jefferson County Purchasing Department. All presentations and/or meetings between Jefferson County and the vendor relating to this RFP shall be coordinated by the Jefferson County Purchasing Department.**

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

#### **1.16. LAWS AND REGULATIONS**

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

#### **1.17. INSURANCE**

The contractor (including any and all subcontractors as defined in Section 1.17 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

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

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

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

##### **Minimum Insurance Requirements:**

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

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

**Workers' Compensation**                      Statutory Coverage (See Section 8 Below)

#### **1.18. WORKER'S COMPENSATION INSURANCE**

##### **1.18.1 Definitions:**

- 1.18.1.1 Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
- 1.18.1.2 Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.
- 1.18.1.3 Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted

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

- 1.18.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- 1.18.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 1.17 above.
- 1.18.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- 1.18.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
  - 1.18.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - 1.18.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
- 1.18.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 1.18.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 1.18.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 1.18.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
  - 1.18.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
  - 1.18.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
  - 1.18.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  - 1.18.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

- 1.18.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
- 1.18.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
- 1.18.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
- 1.18.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- 1.18.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 1.18.1. – 1.18.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 1.18.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 1.18.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

## **1.19 ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS**

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

**RESPONDENT: INSERT COPY OF CERTIFICATE OF INSURANCE (COI) BEHIND THIS PAGE.**

Note: For RFP response submission purposes, a general COI will suffice. However, a COI that includes the notation that “Jefferson County as an additional insured” will be required from Awarded Respondent(s) prior to the issuance of a Purchase Order.

## **1.20 WITHDRAWAL OF PROPOSAL**

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

## **1.21 AWARD**

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

## **1.22 OWNERSHIP OF PROPOSAL**

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

## **1.23 DISQUALIFICATION OF OFFICER**

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

## **1.24 CONTRACTUAL DEVELOPMENT**

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

## **1.25 ASSIGNMENT**

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

## **1.26 CONTRACT OBLIGATION**

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

## **1.27 TERMINATION**

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

### **1.28 INSPECTIONS**

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

### **1.29 TESTING**

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

### **1.30 LOSS, DAMAGE, OR CLAIM**

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

### **1.31 TAXES**

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

### **1.32 NON-DISCRIMINATION**

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

### **1.33 PARTICIPATION OF: DISADVANTAGED BUSINESS ENTERPRISES (DBE), MINORITY-WOMEN BUSINESS ENTERPRISES (MWBE), and HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)**

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

### **1.34 CONFLICT OF INTEREST**

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

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

### **1.35 WAIVER OF SUBROGATION**

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

### **1.36 PROCUREMENT GUIDELINES: CODE OF FEDERAL REGULATIONS**

As an applicant and/or subrecipient of CDBG-DR funding, Jefferson County (and Grant Administrator) will be required to follow the procurement standards of **2 CFR 200.318 through 200.327** and the contract provisions within **Appendix II to Part 200**. Procurement standards are Federal Register grant-imposed requirements that are incorporated into all subrecipient agreements. Subrecipients will also be required to update procurement policies and procedures to correspond with these requirements.

Subrecipients and vendors should utilize resources to comply with procurement requirements. This guidance is designed to maximize CDBG-DR resources and avoid common pitfalls of noncompliance with that could result in the recapture of funds and re-procurement. Subrecipients are strongly encouraged to understand the procurement requirements or risk adverse consequences.

#### **REQUIRED CONTRACT PROVISIONS/CDBG-DR PROGRAM REQUIREMENTS:**

All contracts executed between the subrecipient and a contractor must include the following CDBG-DR Program requirements:

- Performance requirements and penalties;
- Project schedule including the performance period and completion date;
- Subrecipients must ensure contracts do not contain any cost plus or incentive savings provisions. No contracts may refer to compensation adjustments for cost plus or incentive savings provisions;
- All Section 3 covered contracts shall include the Section 3 clause;
- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

#### **OTHER FEDERALLY REQUIREMENT CONTRACT PROVISIONS:**

The subrecipient's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

#### **1. Remedies.**

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, 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.

#### **2. Termination for cause and for convenience.**

All contracts in excess of \$10,000 must address termination for cause and for convenience by the subrecipient including the manner by which it will be affected and the basis for settlement.

#### **3. Rights to Inventions Made Under a Contract or Agreement.**

If the federal award meets the definition of "funding agreement" under 37 CFR 401.2 (a) and the subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the subrecipient must comply with the requirements of 37 CFR 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 the awarding agency.



#### **4. Debarment and Suspension (Executive Orders 12549 and 12689).**

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

#### **5. Records of non-Federal entities.**

The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas General Land Office (GLO), and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-federal entity which are pertinent to the federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-federal entity's personnel for the purpose of interview and discussion related to such documents.

#### **6. Record Retention.**

Financial records, supporting documents, statistical records, and all other non-federal entity records pertinent to a federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-federal entities.

#### **The only exceptions are the following:**

- a.** If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken;
- b.** When the non-federal entity is notified in writing by the federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- c.** Records for real property and equipment acquired with federal funds must be retained for 3 years after final disposition;
- d.** When records are transferred to or maintained by the federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-federal entity;

#### **e. Records for program income transactions after the period of performance.**

In some cases, subrecipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-federal entity's fiscal year in which the program income is earned; 29 2 CFR 200.336 30 2 CFR 200.333 GLO-CDR Implementation Manual Page 24 of 32 Chapter 5 Procurement March 2021

#### **f. Indirect cost rate proposals and cost allocations plans.**

This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates);

- g.** If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission;
- h.** If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the passthrough entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

## **7. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

a. The non-federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible;

### **b. Affirmative steps must include:**

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

## **8. Equal Employment Opportunity.**

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

## **9. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).**

When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

## **10. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).**

Where applicable, 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 (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the

standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**11. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.**

Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**12. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).**

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

**13. Solid Waste Disposal Act.**

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. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 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 during 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.

**Additional Required Provisions.**

**1. Verification No Boycott Israel.** As required by Chapter 2271, Government Code, CONTRACTOR hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

**2. Foreign Terrorist Organizations.** Pursuant to Chapter 2252, Texas Government Code, Vendor represents and certifies that, at the time of execution of this Agreement neither Vendor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

## SECTION 2: ADMINISTRATION PROFESSIONAL SERVICES – SCOPE OF WORK AND SPECIAL REQUIREMENTS

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### 2.1 SCOPE OF WORK

Jefferson County plans to apply for Community Development Block Grant – Disaster Recovery (CDBG-DR) 2019 Infrastructure Competition funding and is soliciting proposals to provide administration and/or planning services for CDBG-DR contract(s), if awarded. The County reserves the right to negotiate with any and all individuals or firms that submit proposals and may award one or more contracts to one or more service provider(s).

The Infrastructure Competition will provide disaster relief, long-term recovery, and restoration of infrastructure for local communities. Each applicant may submit a total of two (2) applications, whether applying as the lone applicant or jointly with another jurisdiction(s). Each application must have a total proposed cost between \$250,000 to \$1 million. All activities must contribute to the long-term recovery and restoration of housing. The GLO recognizes that as part of a comprehensive long-term recovery program, the repair and enhancements of local infrastructure are crucial components. Infrastructure activities are vital not only for the long-term recovery and restoration of housing but for the long-term recovery and viability of communities.

### 2.2 DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS

Respondent must be able to perform the tasks listed herein to be considered eligible for an award under this Solicitation. Respondents should provide a detailed narrative of their experience as it relates to each of the items below. Respondents should clearly indicate if they intend to provide services in-house with existing staff or through subcontracting or partnership arrangements. Grant Administration and Management Services will be provided in conformance with the guidance documents and use forms provided by the subrecipient utilizing CDBG-DR Program Guidance. The providers shall furnish pre-funding and post-funding grant administrative and management services to complete the disaster recovery projects.

#### **Examples of projects that could potentially be funded:**

- Flood control and drainage repair and improvements, including the construction or rehabilitation of storm water management system.
- Restoration of infrastructure
- Public facilities
- Buyouts or Acquisition with or without relocation assistance, down payment assistance, housing incentives, and demolition
- Activities designed to relocate families outside of floodplains
- Demolition, rehabilitation of publicly or privately owned commercial or industrial buildings, and code enforcement
- Economic development
- Public service
- Planning

### 2.2 GRANT ADMINISTRATION SERVICES

A sample detailed Scope of Services for CDBG-DR Grant Administration is provided by in this section. The Grant Administration/Management Service Provider to be hired by the County will provide application and contract-related management services, including but not limited to the following areas:

**Pre-Funding Services\*:**

Grant Administration and Management Services Provider (Provider) will assist in developing project scope(s) and complete CDBG-DR application(s). The Provider will work with the local government and Engineer, if applicable, to provide the concise information needed for submission of one or more complete CDBG-DR funding applications and related documents. The required information shall be submitted in a format that meets grant guidelines.

**Post-Funding Services:**

Provider will administer and provide activity delivery of infrastructure, utilities, housing, and eligible projects approved for the utilization of grant funds. The Provider must follow all requirements of the CDBG-Disaster Recovery: 2019 Infrastructure Competition Program.

**GRANT ADMINISTRATION SERVICES**

- Administrative Duties
- Construction Management
- Acquisition Duties (as necessary)
- Buyout Duties (as necessary)
- Environmental Services

**Respondent shall specify a complete list of actual tasks to be performed under each of these categories in your response, including, if necessary, a brief description of each task.**

*\*Pre-funding services are generally ineligible for CDBG-DR reimbursement.*

**a) GENERAL ADMINISTRATIVE DUTIES**

- i. Ensure program compliance including all CDBG-DR requirements and all parts therein, current Federal Register, etc.
- ii. Assist subrecipient in establishing and maintaining financial processes.
- iii. Obtain and maintain copies of the subrecipient's most current contract including all related change requests, revisions and attachments.
- iv. Establish and maintain record keeping systems.
- v. Assist subrecipient with resolving monitoring and audit findings.
- vi. Serve as monitoring liaison.
- vii. Assist subrecipient with resolving third party claims.
- viii. Report suspected fraud to the GLO.
- ix. Submit timely responses to the GLO requests for additional information.
- x. Complete draw request forms and supporting documents.
- xi. Facilitate outreach efforts, application intake, and eligibility review.
- xii. Utilize and assist with GLO's system of record to complete milestones, submit documentation, reports, draws, change requests, etc.
- xiii. Submit change requests and all required documentation related to any change requests.
- xiv. Coordinate, as necessary, between subrecipient and any other appropriate service providers (i.e. Engineer, Environmental, etc.), contractor, subcontractor and GLO to effectuate the services requested.
- xv. May assist in public hearings.
- xvi. Will work with GLO's system of record.
- xvii. Provide monthly project status updates.
- xviii. Funding release will be based on deliverables identified in the contract.
- xix. Labor and procurement duties:
  - a. Provide all Labor Standards Officer (LSO) Services.
  - b. Ensure compliance with all relevant labor standards regulations.
  - c. Ensure compliance with procurement regulations and policies.
  - d. Maintain document files to support compliance.

**b) FINANCIAL DUTIES**

- a. Prepare and submit all required reports (Section 3, Financial Interest, etc.).
- b. Assist subrecipient with the procurement of audit services.
- c. Assist subrecipient in establishing and maintaining a bank account for program funds.
- d. Implementation and coordination of Affirmatively Furthering Fair Housing ("AFFH") requirements as directed by HUD and the GLO.
- e. Implementation and coordination of Section 504 requirements.
- f. Program compliance.
- g. Ensure that fraud prevention and abuse practices are in place and being implemented.
- h. Prepare and submit all closeout documents.
- i. Submit all invoices no later than 60 days after the expiration of the contract. All outstanding funds may be swept after 60 days. The provider may request an extension of this requirement in writing.
- j. Assist in preparation of contract revisions and supporting documents including but not limited to:
  - Amendments/modifications,
  - Change orders.
- ii. Perform any other administrative duty required to deliver the project.

**c) CONSTRUCTION MANAGEMENT**

- i. The provider will assist the subrecipient in submitting/setting up project applications in the GLO's system of record.
- ii. The provider may compile and collate complete contract/bid packages that meet GLO program requirements. The packages will contain supporting documentation that meets or exceeds the requirements of the GLO's program. If applications do not have the necessary forms, the provider may assist the subrecipient by coordinating to acquire the necessary documentation.
- iii. The provider may monitor, report, and evaluate contractor's performance; notify the subrecipient if the contractor(s) fails to meet established scheduled milestones. Receive, review, recommend, and process any change orders as appropriate to the individual projects.
- iv. The provider may assist the subrecipient with project Activity Draws/Close Out.
- v. The provider may assist the subrecipient by submitting all the necessary documentation for draws and to close a project activity in the GLO's system of record. The provider will compile, review for completeness, and collate complete contract/closeout packages that meet GLO program requirements for draw requests. If applications do not have the necessary forms, the provider may assist the subrecipient by coordinating to acquire the necessary documentation.
- vi. The provider may assist the subrecipient in developing Architectural and Engineering plans with guidance from the GLO.
- vii. Reassignment scope alignment (if necessary).

**d) ACQUISITION DUTIES**

- i. Submit acquisition reports and related documents.
- ii. Establish acquisition files (if necessary).
- iii. Complete acquisition activities (if necessary).

**e) BUYOUT DUTIES (AS NECESSARY)**

- i. Project planning, design, and startup
  - Assist subrecipient with procuring necessary vendors including appraiser, title vendor, and demolition contractor.
  - Develop sub-recipient's Policy and Procedure Manual ("Program Guidelines"), and manage subsequent public comment process.
- ii. Property owner notifications
  - Generate and send required mailings to owners and tenants of each parcel targeted for buyout/acquisition.

- Handle subsequent communication with owners and tenants while developing a contact log for future outreach.
- iii. Intake meetings
  - Advertise, schedule, and conduct intake with interested homeowners. During intake meetings case managers will collect all available documentation necessary to determine eligibility.
  - If there are tenants living in the property, case manager will send them General Information Notices to inform them of the program and their rights.
- iv. Eligibility verification
  - Management staff will review all intake documentation and verify eligibility.
  - If applicable, firm will verify duplicative benefits (DOB) and calculate eligible receipts.
  - Maintain applicant data in a secure system of record and comply with all record-keeping requirements of the General Land Office.
- v. Environmental reviews and site-specific clearances
  - Conduct all required environmental reviews (Tier I and Tier II) and generate environmental clearance reports for each applicant file.
- vi. Offer package generation, approval, and mailing
  - Notify subrecipient that offer packages are ready, and use independently procured appraisals to determine the fair market value of buyout properties.
  - Generate and mail offer packages upon the subrecipient approval.
- vii. Offer meeting
  - Schedule and conduct offer meetings with property owners to discuss their options; accept, appeal or decline.
  - If the owner decides to appeal, the case manager will provide advisory services to guide owner through appeal process.
  - If the owner accepts, a contract of sale will be signed at the offer meeting.
- viii. Closing
  - Coordinate with property owner and subrecipient's procured title company to ensure the clear passage of title.
  - Assist property owner with relocation arrangements and schedule real estate closing.
- ix. Draw/funding requests
  - Assist subrecipient with GLO draw requests, funding requests, wire tracking, and coordinating program activities to align with funding schedule.
- x. File, audit, closeout, and demolition
  - Complete final audit to ensure all procedures were properly followed.
  - Transfer physical files to subrecipient and complete remaining data entry.
  - Provide procured demolition contractor with property access.

**f) ENVIRONMENTAL SERVICES**

- i. Review each project description to ascertain and/or verify the level of environmental review required: Exempt, Categorical Exclusion not Subject to 58.5, Categorical Exclusion Subject to 58.5, Environmental Assessment, and Environmental Impact Statements;
- ii. If necessary, conduct tiered environmental review and submit broad and site-specific environmental reviews as required by 24 CFR Part 58.
  - i. Prepare, complete and submit HUD required forms for environmental review and provide all documentation to support environmental findings;
  - ii. Consult and coordinate with oversight/regulatory agencies to facilitate environmental clearance;
  - iii. Be able to perform or contract special studies, additional assessments, or permitting to secure environmental clearance. These may include, but are not limited to biological assessments, wetland delineations, asbestos surveys, lead-based paint assessments, archeology studies, architectural reviews, Phase I & II ESAs, USACE permits, etc.;
  - iv. Prepare all responses to comments received during comment phase of the environmental review, including State/Federal Agency requiring further studies and/or comments from public or private entities during public comment period;

- v. Maintain close coordination with local officials, project engineer and other members of the project team to assure appropriate level of environmental review is performed and no work is conducted without authorization;
- vi. Complete and submit the environmental review into GLO's system of record;
- vii. At least one site visit to project location and completion of a field observation report;
- viii. Prepare and submit for publication all public notices including, but not limited to the Notice of Finding of No Significant Impact (FONSI), Request for Release of Funds floodplain/wetland early and final notices in required order and sequence;
- ix. Provide documentation of clearance for Parties Known to be Interested as required by 24 CFR 58.43;
- x. Process environmental review and clearance in accordance with NEPA;
- xi. Advise and complete environmental re-evaluations per 24 CFR 58.47 when evidence of further clearance or assessment is required;
- xii. Prepare and submit Monthly Status Report; and
- xiii. Participate in regularly scheduled progress meetings.



### SECTION 3: SPECIAL REQUIREMENTS/RFP SUBMISSION INSTRUCTIONS

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The following requirements and instructions supersede General Requirements where applicable.

#### 3.1. PROPOSAL SUBMISSION

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

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

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

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

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

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

#### 3.2 PROPOSAL DUE DATE & TIME

**All Proposal Submissions must be received by 11:00 am CT, Wednesday, May 25, 2022 to be considered responsive.** Late responses will not be accepted and will be returned unopened to the Respondent. Jefferson County will not accept any responsibility for responses being delivered by third party carriers.

Respondent shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or RFP updates. <https://www.co.jefferson.tx.us/Purchasing/> Failure to return all required documentation could result in a response being declared as non-responsive.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB.

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

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

All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

#### **COURTHOUSE SECURITY**

All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver proposals must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late response 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.

Respondents are strongly urged to plan accordingly.

**COUNTY HOLIDAYS (2022)**

January 17, 2022	Martin Luther King, Jr. Day	Monday
February 21, 2022	President's Day	Monday
April 15, 2022	Good Friday	Friday
May 30, 2022	Memorial Day	Monday
July 4, 2022	Independence Day	Monday
September 5, 2022	Labor Day	Monday
November 11, 2022	Veteran's Day	Friday
November 24 & 25, 2022	Thanksgiving	Thursday & Friday
December 23 & 26, 2022	Christmas	Friday & Monday
January 2, 2023	New Year's	Monday

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

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the RFP and urgent County requirements preclude amendment to the RFP, the time specified for receipt of RFP responses 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.

**3.4 DEADLINE FOR QUESTIONS**

In the event your firm desires additional information, Jefferson County will endeavor to provide such information; however, Jefferson County will not be responsible for any delay resulting in the respondent's inability to meet the deadline for submission of the RFP response.

Interested parties may provide written questions to Jamey West, Contract Specialist at: [jwest@co.jefferson.tx.us](mailto:jwest@co.jefferson.tx.us).

Question responses will be made available as soon as possible and *possibly* posted as addendum(s) to the RFP on the Jefferson County Purchasing Department's webpage should the information provided be pertinent to response submissions.

**The deadline for asking questions in writing or requesting additional information (in writing or in person) is 5:00 pm, CT, Monday, May 16, 2022.**

**3.5 TENTATIVE SCHEDULE OF EVENTS (Please Note: Dates are subject to change)**

April 26, 2022	Issuance of Request for Proposal
May 25, 2022	Deadline for Proposal Submissions (late proposals will not be considered)
May 26-27, 2022	Proposals distributed to Evaluation Committee
Week of June 2, 2022	Evaluation Committee Convenes to Tabulate Scoring and Determines Short List
Week of June 13, 2022	Development of Short List, Conduct Interview and/or Request Best and Final Offer
Week of June 22, 2022	Recommendation for Award

### 3.6 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/Fed. Reg., 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>

In instances where a vendor has either an “Inactive” SAM Registration or is not currently registered with the System for Award Management, the Purchasing Department may *initially* accept proof (printout from the SAM website) that the vendor has begun the registration process in order for the IFB/RFP/RFQ submission to be considered as “responsive” to the specifications for the project.

**However, the SAM Registration must be completed (showing “active” status, with no exclusions) prior to the award and/or execution of an agreement or contract for the project.**

**RESPONDENT: INSERT PROOF OF SAM REGISTRATION BEHIND THIS PAGE.**

### 3.7 FORM 1295 (TEXAS ETHICS COMMISSION)

All Non-Exempt Respondents are **required** to submit a completed FORM 1295 with RFP Response Submission.

#### **INSTRUCTIONS:**

**(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 WITH RFP SUBMISSION.**

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

**SAMPLE: A sample of a completed FORM 1295 is included on PAGE 27.**

#### **FORM 1295 Implementation Background:**

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

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

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

#### **FORM 1295 EXEMPTIONS:**

What type of contracts are exempt from the Form 1295 filing requirement under the amended law? The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement.

**A completed Form 1295 is not required for:**

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

## SAMPLE: FORM 1295

CERTIFICATE OF INTERESTED PARTIES		FORM 1295																																											
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		<div style="border: 1px solid black; padding: 5px;"> <b>OFFICE USE ONLY</b> </div>																																											
<b>1</b> Name of business entity filing form, and the city, state and country of the business entity's place of business. ADD THE ABOVE-REQUESTED INFORMATION HERE		<div style="transform: rotate(-45deg); font-size: 2em; opacity: 0.5;">             Must file online at <a href="http://www.ethics.state.tx.us/File">www.ethics.state.tx.us/File</a> </div>																																											
<b>2</b> Name of governmental entity or state agency that is a party to the contract for which the form is being filed. JEFFERSON COUNTY, TEXAS																																													
<b>3</b> Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. ADD IFB/RFQ/RFP/AGREEMENT/CONTRACT NUMBER OR DESCRIPTION HERE																																													
<b>4</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width: 35%;">Name of Interested Party</th> <th rowspan="2" style="width: 25%;">City, State, Country (place of business)</th> <th colspan="2" style="width: 40%;">Nature of Interest (check applicable)</th> </tr> <tr> <th style="width: 15%;">Controlling</th> <th style="width: 25%;">Intermediary</th> </tr> </thead> <tbody> <tr> <td colspan="2" style="padding: 2px;">ADD NAME OF BUSINESS OWNER(S) HERE. MUST LIST ANY PERSON THAT DOES NOT</td> <td></td> <td></td> </tr> <tr> <td colspan="2" style="padding: 2px;">WORK FOR THE BUSINESS (AS LISTED ON</td> <td></td> <td></td> </tr> <tr> <td colspan="2" style="padding: 2px;">ITEM NO. 1 OF THIS FORM) THAT WILL</td> <td></td> <td></td> </tr> <tr> <td colspan="2" style="padding: 2px;">PROFIT FROM THE BID/CONTRACT/PO.</td> <td></td> <td></td> </tr> <tr><td colspan="2" style="height: 20px;"></td><td></td><td></td></tr> <tr><td colspan="2" style="height: 20px;"></td><td></td><td></td></tr> <tr><td colspan="2" style="height: 20px;"></td><td></td><td></td></tr> <tr><td colspan="2" style="height: 20px;"></td><td></td><td></td></tr> <tr><td colspan="2" style="height: 20px;"></td><td></td><td></td></tr> </tbody> </table>		Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)		Controlling	Intermediary	ADD NAME OF BUSINESS OWNER(S) HERE. MUST LIST ANY PERSON THAT DOES NOT				WORK FOR THE BUSINESS (AS LISTED ON				ITEM NO. 1 OF THIS FORM) THAT WILL				PROFIT FROM THE BID/CONTRACT/PO.																									
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<b>6 UNSWORN DECLARATION</b> MUST COMPLETE THIS SECTION IN ITS ENTIRETY.																																													
My name is _____, and my date of birth is _____.																																													
My address _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)																																													
I declare under penalty of perjury that the foregoing is true and correct.																																													
Executed in _____ County, State of _____, on the _____ day of _____, 20_____. <div style="text-align: right;">(month) (year)</div>																																													
<div style="text-align: right;">_____ Signature of authorized agent of contracting business entity (Declarant)</div>																																													
ADD ADDITIONAL PAGES AS NECESSARY																																													

Form provided by Texas Ethics Commission

[www.ethics.state.tx.us](http://www.ethics.state.tx.us)

Revised 12/22/2017

**RESPONDENT: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.**

## SECTION 4: RESPONSE FORMAT

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### 4.1 INTRODUCTION

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

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

**The Proposal is due no later than 11:00 AM CT, Wednesday, May 25, 2022, and shall include the following:**

- Cover sheet identifying the contract/project being proposed, the name and address of Respondent, the date of the proposal, and the telephone and facsimile numbers of Respondent.
- An acknowledgment and/or response to each section of the proposal.
- Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.
- Identification of three (3) entities for which the Respondent is providing or has provided Grant Administration and Management Services of the type requested, including the name, position, and telephone number of a contact person at each entity.
- Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Respondent and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Respondent and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of moneys under the terms of any agreement(s) relating to such services.
- **One (1) original and Five (5) proposal copies; with all copies to include a completed copy of this specifications packet in its entirety and any other documentation requested within these specifications, should be mailed or delivered to:**

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

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

### 4.2 ORGANIZATION OF PROPOSAL CONTENTS

Each proposal must be organized in the manner described below.

- a. Transmittal Letter
- b. Executive Summary
- c. Table of Contents
- d. Respondent Identifying Information
- e. Respondent Personnel and Organization
- f. Project Requirements
- g. Cost Proposal Form **(PAGE 40)**
- h. Other information that may be helpful in the evaluation



#### **4.3 TRANSMITTAL LETTER**

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

The transmittal letter must be signed by a person legally authorized to bind the Respondent to the representations in the response. In the case of a joint proposal, each party must sign the transmittal letter. The Respondent also must indicate, in its transmittal letter, why it believes that it is the most qualified Respondent to provide the services described in this RFP. The transmittal letter must include a statement of acceptance of the terms and conditions of the contract resulting from this RFP. If Respondent takes exception to any of the proposed terms and conditions stated in this RFP, those exceptions must be noted in the transmittal letter.

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

#### **4.4 EXECUTIVE SUMMARY**

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

#### **4.5 TABLE OF CONTENTS**

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

#### **4.6 RESPONDENT IDENTIFYING INFORMATION**

Firms desiring to be considered for providing **CDBG-DR Grant Administration Services** for Jefferson County are required to submit a Statement of Qualifications and Experience in order to be considered for contracts under this procedure. Only firms with statements submitted in response to this Request for Qualifications will be evaluated. The statement should contain, at a minimum, the following:

1. Name of the firm wishing to contract with the County.
2. Firm's local address.
3. Firm's corporate or main office address.
4. Number of years the firm has been in business.
5. Names, qualifications, and experience of professional staff who would be assigned to Jefferson County.
6. Firm's organization chart.

7. Biographies or resumes, including home office location and other relevant information, for each key staff member likely to be assigned to a project.
8. Names, titles, address, and telephone numbers of persons who are authorized to negotiate for and contractually bind the firm. One of these persons should sign the response. A contact must be named for addressing questions generated during the evaluation process.
9. A description of representative work accomplished for all jobs within the past five (5) years.
10. Provide a detailed summary of the firm's experience in providing the kinds of services specified in this RFP to governmental entities.
11. Describe reasons why the firm would be uniquely qualified to provide CDBG-DR Grant Administration Services to Jefferson County.
12. Describe any unique services offered by your firm.
13. A list of references, other than Jefferson County, who have contracted the types of work the firm, is offering to perform. A reference form is included on **(PAGE 42)** of this package.
14. Provide a listing of all current litigation(s), outstanding judgements and liens affecting the firm.

#### **4.7 CONFLICT OF INTEREST**

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

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

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

#### **4.8 CONFIDENTIAL/PROPRIETARY INFORMATION**

If any material in the proposal submission is considered by Respondent to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Respondent), Respondent must clearly mark the applicable pages of Respondent's proposal submission to indicate each claim of confidentiality. Additionally, Respondent must include a statement on company letterhead identifying all Proposal section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a proposal, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire proposal submission is

protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire proposal submission subject to release under the Texas Public Information Act.

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

#### **4.9 PROPOSAL CONTENT: SPECIAL REQUIREMENTS**

***The County is seeking qualified Professional Grant Administration Firms that are experienced in grant application preparation, and administration/activity delivery.***

**Respondents should provide the following content with their proposal submittal:**

- A brief history of the service provider, including general background, knowledge of and experience working with relevant agencies and programs;
- Related experience in applying for and managing federally-funded local projects, in particular recent experience;
- A description of work performance and experience with CDBG, CDBG Disaster Recovery, or similar projects including a list of at least three references from past local government clients, with information describing the relevancy of the previous performance;
- Describe the capacity to perform the chosen Scope of Work activities as well as resumes of all employees who may be assigned to provide services if your firm is selected, identifying current employees and proposed hires; and
- A statement substantiating the resources of the service provider and the ability to carry out the scope of work requested within the proposed timeline

#### **4.10 PROPOSED COST OF SERVICES:**

**The Respondent must utilize the form provided (PAGE 40) in its submission of a cost proposal in response to this RFP.**

The cost proposal must be included in each copy of the proposal. Any re-worked version of the form provided by Respondent that is intended to be a substitute for the form provided may be determined as non-responsive, and may result in the proposal's disqualification.

Respondent's cost proposal should reflect the cost to accomplish the scope of work by activity or to complete a specific service outlined above and for any additional services required using the Cost of Services page(s) included in this packet: Required RFP Forms. The specific projects and grant amounts are yet to be determined; therefore, vendors should propose pricing based on the potential funding amounts provided.

The local government will consider dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises. As such, proposers may specify any maximum limit to the total dollar value of grant funds they are able and willing to manage. Service providers may submit proposals for any or all activities. Preference will be given to firm fixed pricing. The proposal must include all costs that are necessary to successfully complete these activities. Note that the lowest/best bid will not be used as the sole basis for entering into this contract; rather, award will be made to the service provider(s) providing the best value, cost and other factors considered.

*Profit (either % / actual cost) must be identified and negotiated as a separate element of the price of the contract. To comply, the respondent must disclose and certify in its proposal the percentage of profit being used. "Cost plus percentage of cost" type proposals are prohibited.*

#### 4.11 **PROPOSAL CONTENT: REQUIRED DOCUMENTATION**

- A copy of current **SAM**
  - for professional liability.
  - **Statement of Conflicts of Interest** (if any) the service provider or key employees may have regarding these services, and a plan for mitigating the conflict(s). Note that Jefferson County may in its sole discretion determine whether or not a conflict disqualifies a firm, and/or whether or not a conflict mitigation plan is acceptable.
  - **System for Award Management.** Service provider and its Principals, may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that the service provider as well as the its principals are not listed (are not debarred) through the System for Award Management ([www.SAM.gov](http://www.SAM.gov)). Enclose a print out of the search results that includes the record date.
  - **Form CIQ**, (enclosed). Texas Local Government Code chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local government entity disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local government entity. Questionnaire form CIQ is included in the RFP and must be submitted with the response.
  - **Certification Regarding Lobbying** (enclosed). Certification for Contracts, Grants, Loans, and Cooperative Agreements is included in the RFP and must be submitted with the response.
  - **Form 1295**, (enclosed). Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by awarded vendor at time of signed contract submission. A sample of a completed FORM 1295 is included within this RFP (**PAGE 42**).
  - **Required Contract Provisions.** Applicable provisions (enclosed) must be included in all contracts executed as a result of this RFP.
1. **Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.** Small and minority businesses, women's business enterprises, and labor surplus area firms are encouraged to participate in this RFP. If the awarded vendor is a prime contractor and may use subcontractors, the following affirmative steps are required of the prime contractor:
- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  - 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the Department of Commerce.

Minority-owned businesses may be eligible for contract procurement assistance with public and private sector entities from MBDA centers:

Houston MBDA Business Center  
 2302 Fannin Street, Suite 165, Houston, TX 77002  
[713-718-8974](tel:713-718-8974)  
<https://www.hccs.edu/hcc-in-the-community/entrepreneurial-initiatives/mbda/>

Dallas-Fort Worth MBDA Business Center  
 8828 N Stemmons Freeway - Ste 550-B, Dallas, TX 75247  
 214-920-2436  
<http://www.mbdadfw.com/>

San Antonio MBDA Business Center  
 501 W César E Chávez Blvd, San Antonio, TX 78207  
 210-458-2480  
<https://sanantoniombdacenter.com/>

MBDA Business Center – El Paso  
 c/o El Paso Hispanic Chamber of Commerce  
 2401 E. Missouri Ave.  
 El Paso, TX 79903  
 915-351-6232 ext. 19  
<https://ephcc.org/blog/growing-my-existing-business/our-mbda-business-center/>

Small and woman-owned businesses may be eligible for assistance from SBA Women's Business Centers:

Houston Women's Business Council, Inc.  
[9800 Northwest Freeway, Suite 120, Houston, TX 77018](https://www.wbc-houston.org/)  
[713-681-9232](https://www.wbc-houston.org/)  
[wbc@wbea-texas.org](mailto:wbc@wbea-texas.org)

LiftFund - Dallas Fort Worth Women's Business Center  
[8828 N. Stemmons Freeway, Suite 142, Dallas, TX 75247](https://www.liftfund.com/)  
[888-215-2373](https://www.liftfund.com/)  
[wbcdfw@liftfund.com](mailto:wbcdfw@liftfund.com)

LiftFund - San Antonio Women's Business Center  
[600 Soledad St., San Antonio, TX 78205](https://www.liftfund.com/)  
[888-215-2373](https://www.liftfund.com/)  
[wbc@liftfund.com](mailto:wbc@liftfund.com)

SBA also provides assistance at Small Business Development Centers located across Texas:  
<https://americassbdc.org/small-business-consulting-and-training/find-your-sbdc/>

## SECTION 5: EVALUATION SCORING CRITERIA

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### 5.1 EVALUATION OF PROPOSAL

The appointed Evaluation Committee will consider the following criteria in evaluating responses; and utilize a scoring sheet that is the same or similar to the scoring sheet on **(PAGE 36)**.

<u>Criteria</u>	<u>Maximum Points</u>
Experience	30
Work Performance	30
Capacity to Perform	20
Proposed Cost	20
<b>Total</b>	<b>= 100</b>

**Administration/Professional Services: Evaluation Rating Sheet**

Date \_\_\_\_\_

Name of Respondent \_\_\_\_\_ Evaluator Name \_\_\_\_\_ Evaluator Signature \_\_\_\_\_

(Potential) Grant Recipient: JEFFERSON COUNTY, TEXAS GRANT: CDBG-DISASTER RECOVERY 2019 INFRASTRUCTURE COMPETITION

**Instructions:** Rate the Respondent of the Request For Proposal (RFP) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be from RFP response, past experience with Respondent, and/or by contacting past/current clients of the Respondent.

<u><b>EXPERIENCE FACTORS</b></u>	<u><b>Max.Pts.</b></u>	<u><b>Score</b></u>
1. Related Experience / Background with federally funded projects	10	_____
2. Related Experience / Background with specific project type (housing rehabilitation, acquisition of property, coordination with regulatory agency, etc.)	10	_____
3. References from current/past clients	10	_____
<b>Subtotal, Experience</b>	<b>30</b>	_____
<u><b>WORK PERFORMANCE FACTORS</b></u>	<u><b>Max.Pts.</b></u>	<u><b>Score</b></u>
1. Submits requests to client/GLO in a timely manner	5	_____
2. Responds to client/GLO requests in a timely manner	5	_____
3. Past client/GLO projects completed on schedule	5	_____
4. Work product is consistently of high quality with low level of errors	5	_____
5. Past client/GLO projects have low level of monitoring findings/concerns	5	_____
6. Manages projects within budgetary constraints	5	_____
<b>Subtotal, Performance</b>	<b>30</b>	_____
<u><b>CAPACITY TO PERFORM FACTORS</b></u>	<u><b>Max.Pts.</b></u>	<u><b>Score</b></u>
1. Qualifications of Professional Administrators / Experience of Staff	5	_____
2. Present and Projected Workloads	5	_____
3. Quality of Proposal/Work Plan	5	_____
4. Demonstrated understanding of scope of the CDBG-DR Project	5	_____
<b>Subtotal, Capacity to Perform</b>	<b>20</b>	_____
<u><b>PROPOSED COST FACTORS</b></u>	<u><b>Max.Pts.</b></u>	<u><b>Score</b></u>
1. Proposed cost is in line with independent estimate and compared with all cost proposals received	20	_____
	<b>20</b>	_____
<u><b>TOTAL SCORES</b></u>	<u><b>Max.Pts.</b></u>	<u><b>Score</b></u>
<input type="checkbox"/> Experience	30	_____
<input type="checkbox"/> Work Performance	30	_____
<input type="checkbox"/> Capacity to Perform	20	_____
<input type="checkbox"/> Proposed Cost	20	_____
<b>Total Score</b>	<b>100</b>	_____

RESPONDENT INFORMATION FORM

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

RFP Number & Name: (RFQ 22-022/JW) Professional Grant Administration and Management Services for  
Community Development Block Grant - Disaster Recovery (CDBG-DR):  
2019 Infrastructure Competition for Jefferson County

Respondent's Company/Business Name: \_\_\_\_\_

Respondent's TAX ID Number: \_\_\_\_\_

If Applicable: HUB Vendor No. \_\_\_\_\_ DBE Vendor No. \_\_\_\_\_

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

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

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

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

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

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

\_\_\_\_\_  
Address

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

**REQUIRED FORM**  
**Respondent: Please complete this form  
and include with RFP submission.**



## COST PROPOSAL: ADMINISTRATIVE SERVICES (CDBG-DR 2019 INFRASTRUCTURE COMPETITION)

Instructions: Below, please provide a lump sum costs for the **Grant Administration and Management Services** listed for CDBG-Disaster Recovery: 2019 Infrastructure Competition.

PLEASE PRINT LEGIBLY.

SERVICE(S) DESCRIPTION	LUMP SUM COST FOR SERVICE(S)
Proposed Cost to Provide <u>All</u> Grant Administration Services: General Administrative, Financial Duties, Environmental, Construction Management, related Acquisition Duties (Not Buyout)	\$ _____ . ____
Proposed Cost to Provide General Administrative, Construction Management, related Acquisition Duties Only (Not Buyout)	\$ _____ . ____
Proposed Cost to Provide Environmental Services Only	\$ _____ . ____
Proposed Cost to Provide Buyout Services Only (as needed--in addition to any of the above Service Fees)	\$ _____ . ____

### REQUIRED FORM

**Respondent: Please complete this form  
and include with RFP submission.**

Non-Disclosure Agreement

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

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

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

[Printed Name of Consultant]

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**REQUIRED FORM**  
**Respondent: Please complete this form and include with RFP submission.**

**VENDOR REFERENCES FORM**

Respondent: 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.

**REQUIRED FORM**

**Respondent: Please complete this form and include with RFP submission.**

**REFERENCE ONE**

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

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

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

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

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

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

**REFERENCE TWO**

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

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

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

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

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

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

**REFERENCE THREE**

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

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

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

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

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

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

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

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

The undersigned agrees, if this RFP response is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Request for Statements of Qualification, Conditions of RFP Response, 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 RFP response in collusion with any other Respondent, and that the contents of this RFP response as to prices, terms or conditions of said response have not been communicated by the undersigned nor by any employee or agent to any other RFP Respondent or to any other person(s) engaged in this type of business prior to the official opening of this RFP. And further, that neither the Respondent nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to respond or not to respond thereon.

\_\_\_\_\_  
RFP Respondent (Entity Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Street & Mailing Address

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
City, State & Zip

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-mail Address

**REQUIRED FORM**  
**Respondent: Please complete this form  
and include with RFP submission.**

## CERTIFICATION REGARDING LOBBYING

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

\_\_\_\_\_  
**Signature of Contractor's Authorized Official**

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

\_\_\_\_\_  
**Date**

#### **REQUIRED FORM**

**Respondent: Please complete this form  
and include with RFP submission.**

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

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

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

---

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

Approved by OMB  
0348-0046

**DISCLOSURE OF LOBBYING ACTIVITIES (Form)**

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

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

**REQUIRED FORM**

**Respondent: Please complete this form and include with RFP submission.**

## CONFLICT OF INTEREST QUESTIONNAIRE

### For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



# CONFLICT OF INTEREST QUESTIONNAIRE

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>  <div style="border: 1px solid black; height: 100px; margin-top: 5px;"></div>	
<div style="border: 1px solid black; padding: 2px;"> <b>1</b>    <b>Name of vendor who has a business relationship with local governmental entity.</b>   <div style="border: 1px solid black; height: 30px; margin-top: 5px;"></div> </div>		
<div style="border: 1px solid black; padding: 2px;"> <b>2</b>    <input type="checkbox"/>    <b>Check this box if you are filing an update to a previously filed questionnaire.</b>   <div style="font-size: small;">(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.)</div> </div>		
<div style="border: 1px solid black; padding: 2px;"> <b>3</b>    <b>Name of local government officer about whom the information in this section is being disclosed.</b>   <div style="text-align: center; margin-bottom: 10px;"> <div style="border-bottom: 1px solid black; width: 200px; margin: 0 auto;"></div> <div style="font-size: small;">Name of Officer</div> </div> <div style="font-size: small;">This section (Item 3 including subparts A, B, C, &amp; D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</div> <div style="margin-top: 10px;"> <p><b>A.</b> Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes    <input type="checkbox"/> No </div> <p><b>B.</b> Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes    <input type="checkbox"/> No </div> <p><b>C.</b> Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes    <input type="checkbox"/> No </div> <p><b>D.</b> Describe each employment or business and family relationship with the local government officer named in this section.</p> <div style="border: 1px solid black; height: 100px; margin-top: 10px;"></div> </div> </div>		
<div style="border: 1px solid black; padding: 2px;"> <b>4</b>    <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%; text-align: center;"> <div style="border-bottom: 1px solid black; width: 100%; margin: 0 auto;"></div> <div style="font-size: small;">Signature of vendor doing business with the governmental entity</div> </div> <div style="width: 45%; text-align: center;"> <div style="border-bottom: 1px solid black; width: 100%; margin: 0 auto;"></div> <div style="font-size: small;">Date</div> </div> </div> </div>		

Adopted 8/7/2015

## REQUIRED FORM

**Respondent: Please complete this form and include with RFP submission.**

## LOCAL GOVERNMENT OFFICER

## CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

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

Adopted 8/7/2015

**THIS FORM IS FOR  
OFFICE USE ONLY**

## GOOD FAITH EFFORT (GFE)

### Determination Checklist

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

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

#### Did the Prime Contractor/Consultant . . .

- |                              |                             |                                                                                                                                                                                                                                                                                                 |
|------------------------------|-----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?                                                                                    |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 2. <b>Notify</b> in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?                                                                                                                                          |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 3. <b>Provide</b> 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)? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 4. <b>Negotiate</b> in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?                                                                                                                                                            |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 5. <b>Document</b> reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?                                                                                                                                               |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 6. If Prime Contractor/Consultant has zero (0) HUB participation, <b>please explain the reasons why.</b>                                                                                                                                                                                        |

**If “No” was selected, please explain and include any pertinent documentation with your bid.**

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

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

#### **REQUIRED FORM**

**Respondent: Please complete this form and include with RFP submission.**

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

*This information must be submitted with your bid.*

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

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

Contractor Name: \_\_\_\_\_ HUB: p Yes p No

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

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

Project Title & No.: \_\_\_\_\_

Prime Contract Amount: \$ \_\_\_\_\_

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

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

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

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

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

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

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

_____ Printed Name of Contractor Representative	_____ Signature of Representative	_____ Date
_____ Printed Name of HUB	_____ Signature of Representative	_____ Date

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

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent’s Representative. The “HUB Subcontractor/Sub-consultant Change Form” must be completed and faxed to 409-835-8456.

**REQUIRED FORM**  
**Respondent: Please complete this form and include with RFP submission.**

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

☐ Yes ☐ No

HUB Status (Gender & Ethnicity):

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 SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name:

HUB Status (Gender & Ethnicity):

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

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

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

Proposed Subcontract Amount:	\$	Percentage of Prime Contract:	%
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Description of Subcontract Work to be Performed:

## REQUIRED FORM

**Respondent:** Please complete this form and include with RFP submission.

## HUB Subcontractor Disclosure

**(Duplicate as Needed)**

Description of Subcontract Work to be Performed:

**Respondent:** Please complete this form and include with RFP submission.

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

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

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:	%
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Description of Subcontract Work to be Performed:

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

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

Street	City	State	Zip
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Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

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

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

Description of Subcontract Work to be Performed:

**Respondent:** Please complete this form and include with RFP submission.

Subcontractor Name:

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: \_\_\_\_\_

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

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

Proposed Subcontract Amount:	\$	Percentage of Prime Contract:	%
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Description of Subcontract Work to be Performed:

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

Title:

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

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

E-mail address:

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

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

Title:

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

E-mail address:

**Respondent:** Please complete this form and include with RFP submission.



RESIDENCE CERTIFICATION/TAX FORM

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

- (3) “Non-resident RFP Respondent” refers to a person who is not a resident.
- (4) “Resident RFP Respondent” 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 Respondent of Texas as defined in Government Code §2252.001.
- ☐ I certify that \_\_\_\_\_ [company name] is a Non-Resident Respondent as defined in Government Code §2252.001 and our principal place of business is \_\_\_\_\_ (city and state).

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

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

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

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

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

REQUIRED FORM  
**Respondent: Please complete this form and include with RFP submission.**

HOUSE BILL 89 VERIFICATION

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

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

**Pursuant to Section 2270.002, Texas Government Code:**

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

\_\_\_\_\_  
Signature of Company Representative

\_\_\_\_\_  
Date

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

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

Notary Seal

\_\_\_\_\_  
**Notary Signature**

\_\_\_\_\_  
**Date**

**REQUIRED FORM**  
**Respondent: Please complete this form and include with RFP submission.**

**SENATE BILL 252 Certification**

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

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**IFB/RFP/RFQ number**

**Certification check performed by:**

\_\_\_\_\_  
**Purchasing Representative**

\_\_\_\_\_  
**Date**

## RESPONDENT'S CERTIFICATION

---

I have carefully examined the Request for Proposal Specifications, and any other documents accompanying or made a part of this Request for Proposals.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to **90 days** in order to allow Jefferson County adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service: no officer, employee or agent of Jefferson County or any other Respondent is interested in said proposal: and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

\_\_\_\_\_  
NAME OF BUSINESS

BY:

\_\_\_\_\_  
SIGNATURE

Sworn to and subscribed before me  
this \_\_\_\_\_ day of  
\_\_\_\_\_, 2022

\_\_\_\_\_  
NAME & TITLE, TYPED OR PRINTED

\_\_\_\_\_  
MAILING ADDRESS

\_\_\_\_\_  
CITY, STATE, ZIP CODE

( )  
\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
Notary Public

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

### REQUIRED FORM

**Respondent: Please complete this form  
and include with RFP submission.**



April 5, 2022

Mr. Patrick Swain  
1149 Pearl Street, 7th Floor  
Beaumont, TX 77701

Re: Taylor Bayou Supplement to Original Contract  
Scope of Work and Design Costs  
Design of Option 1



DE Corp.  
3100 West Alabama  
Houston, Texas 77098  
(713) 520-9570

ATTEST  
DATE

*Ramiro Lopez*  
4-26-22

Dear Mr. Swain:

As requested, please find attached the following documents:

- DEC Scope of Work
- DEC Design Costs
- Subconsultant Proposals (LJA Engineering-Field Surveys, Tolunay-Wong-Geotechnical)

These documents are being transmitted for your review and concurrence. This supplement was prepared based on the directive from TxDOT requiring the maintenance of 2-lanes of traffic through the project site at all times. The scope and costs are based upon using Option 1 (Temporary Roadway / Bridge) to maintain traffic as described in DEC's presentation made to the project stakeholders on March 17, 2022 (presentation attached). LJA and Tolunay-Wong were added to our proposal due to the increase in project length of 1,254 feet, requiring additional field survey and geotechnical recommendations for the temporary bridge foundations, respectively.

The engineering costs include the option study costs and final design engineering costs. Our design costs also match the estimate contained in the presentation for Option 1. Using Option 1 allows the design team to minimize changes to the already submitted 95% design drawings presently being reviewed by TxDOT. It is our understanding the temporary roadway/bridge design will be submitted to TxDOT once for review.

Upon Notice to Proceed, DEC will move immediately to begin Option 1 design to minimize the impact on the Letting, presently scheduled for July, 2022. We will prepare a revised project schedule to include Option 1. The project schedule was put on hold until we developed an Option that could be used to meet TxDOT's directive. Considering this, we suggest the 95% review be followed through excluding the Traffic Control Plans. The Traffic Control plans will need updated to include Option 1. We will address all the other 95% comments while working on the revised Traffic Control plans. Once completed, we will submit to TxDOT the entire 100% design package, thereby saving valuable schedule time.

Please let me know when we can receive Notice to Proceed. We greatly appreciate this opportunity to serve the County and look forward to continuing working with you and your staff. If you have any questions, please contact me anytime.

Sincerely,

*Blair C. Stocker, P.E.*  
Blair C. Stocker, P.E.  
Senior Project Manager  
(713) 527-6367 - Office  
(281) 731-4338 - Mobile

xc: Miguel Tellez (DEC)  
File Management (DEC)

*Jeff Branick*  
JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

**Taylor Bayou Drainage Improvements  
Jefferson County  
Scope of Work**

**Drainage Mitigation  
Bridge Replacement SH 124  
Supplement for Option No. 1 - Temporary Bridge  
April 5, 2022**

**Section 1.0: Option Development (Four Options)**

This work includes preparation and development of four options to maintain 2 lanes of traffic through the project site at all times. The original traffic control concept was to close the road and implement a detour. After direction was received from TxDOT regarding maintaining two lanes of traffic throughout the project, DEC investigated and developed four options to allow for this revised Traffic Control concept. The developed Options included:

- **Option 1 - Temporary bridge and roadway.** This option included building a temporary bridge and approach roadways to allow construction to be maintained at the existing bridge site. Once the new bridge is constructed, all temporary roadways and bridge will be removed. This option could be constructed either upstream or downstream of the existing bridge.
- **Option 2 - Construct new bridge in phased approach.** This option included phasing the project whereby the existing bridge would be cut at 28 feet from the downstream edge, the existing bridge portion upstream of the 28-foot cut would be demolished and part of the new bridge would be constructed in its place. Traffic would be maintained on the remaining 28 feet of existing bridge while the new portion is constructed. Once complete, traffic would be switched to the new portion of the bridge and the existing bridge would be demolished (remaining 28 feet) and the rest of the new bridge would be constructed.
- **Option 3 - Construct a new bridge 5 foot upstream of existing bridge.** This option constructs a complete, new bridge 5 feet upstream of the existing bridge. This option requires a 3,469 foot relocation of SH 124 and additional Right of Way.
- **Option 4 - Construct new bridge 5 feet upstream of the edge of the existing “cut” bridge (requires cutting the existing bridge at 28 feet).** This option cuts the existing bridge at 28 feet from the downstream side and allows traffic to use the existing bridge while a complete, new bridge is built upstream of the 28-foot cut. Traffic will remain on the existing bridge until the new bridge is complete. This option requires a 2,936 foot relocation of SH 124.

All four options were developed to include geometrics, exhibit preparation, construction and design costs. The temporary bridge option was investigated and discussed with the suppliers. Details were developed for the temporary bridge and material and labor costs developed. The options were compared using a pro-con matrix to rank the alternatives. Engineering costs were developed that covered the work associated with each alternative. DEC developed a PowerPoint presentation to explain the options and presented the options to the major stakeholders on March 17, 2022.

## Taylor Bayou Drainage Improvements Jefferson County Scope of Work

### Section 2.0: Mapping/Field Surveys

This work includes the additional project limits for Option 1, Temporary Road and will be performed by our subconsultant LJA Engineering, Inc. (LJA). The work includes topographic field survey, DTM/contours, and tree pick-up bigger than 12". Please refer to LJA proposal dated March 31, 2022 (attached) for their detailed scope.

*Deliverables - Topography, Trees and DTM Updates*

### Section 3.0: Temporary Roadway Design / Revisions

This work includes the design of the temporary roadway contained within Option 1 and includes Horizontal and Vertical geometry, Plan and Profile (5 sheets), Typical Sections (1 sheet), and Temporary Driveway Connections (1 sheet). Also included are revisions to existing sheets such as the Title Sheet (project limits), Index of Sheets (new sheets), Project Layout and Demolition Plan. Also includes adjustments to our Open Roads model to develop cross sections for the temporary road.

*Deliverables - Final Alignment (Plan/Profile, 5 Shts. 50-scale), Typical Sections (1 Sht.); Temporary Driveways (1 Sht.); Sheet Revisions: Title Sheet (1 Sht.), Index Sheet (1 Sht.), Project Layout (1 Sht.), Demolition Plan (1 Sht.)*

### Section 4.0: Utility Revisions

This work includes additional coordination with AT&T, Spectrum, Entergy and Hamshire-Fannett Independent School District regarding impacts on their lines due to the temporary road construction.

*Deliverables - Utility Coordination*

### Section 5.0: Geotechnical (Temporary Bridge Foundations)

This work to be performed by our subconsultant Tolunay-Wong Engineers, Inc. (TWE) includes review of site data and development of geotechnical recommendations for the temporary bridge foundations. See TWE scope dated April 1, 2022 (attached).

*Deliverables – Shallow Foundation Geotechnical Recommendations*

### Section 6.0: Temporary Road Drainage Design

DEC will prepare a temporary Drainage Plan and Profile sheets using the temporary road vertical and horizontal alignment. Due to the placement of the proposed temporary road, temporary drainage will be required. The drainage will be composed of mostly ditches with some possible cross pipes into the Bayou. Most of the temporary drainage will be removed when the temporary road is removed. This

## Taylor Bayou Drainage Improvements Jefferson County Scope of Work

plan will be prepared using our Bentley Geopak drainage program. Included are revisions to the drainage area map sheet to show temporary conditions.

*Deliverables – Preliminary Drainage Plan and Profile (2 Shts. @ 40 scale); Revision to Drainage Area Map (Temporary Conditions) (1 Sht.)*

### **Section 7.0: Temporary Bridge Foundations Design**

This work includes designing the abutments to support the temporary bridge. This will include determining whether to use either deep or shallow foundations. All design will be accomplished in accordance with TxDOT criteria and design manuals.

*Deliverables – Structural Details of Abutment (2 Shts.)*

### **Section 8.0: Traffic Control Revisions**

This work involves preparation of the revised traffic control plan for the project. The traffic control plan will include maintaining two lanes of traffic throughout the project duration. It includes deleting the detour plan and including traffic control drawings for control of the traffic through the worksite. The revised plan will be based on TxDOT criteria for Traffic Control plans and will include 4 Plan Sheets at 100 scale and 2 Detail Sheets. Also included are revisions to the Project Phasing plan sheet. It is anticipated the temporary bridge and roadway will be constructed first, then the bridge and roadway will be constructed along with the bayou widening within the direct vicinity of the bridge. The remaining bayou widening will be constructed as a third phase. Traffic control notes will also be adjusted for the temporary roadway/bridge.

*Deliverables - Traffic Control Plans (2 Shts.); Traffic Control Notes*

### **Section 9.0: SWP3 Plan Revisions**

This work is the preparation of revisions to the SWP3 plan to include the temporary road and bridge. This plan will include erosion control devices and their location throughout the project site. Devices may include silt fence/sediment logs, rock entrances, temporary ditches, pipes, inlets and outlets. The sheets will be prepared in accordance with local and state requirements for these types of plans. The 3 existing plan sheets and one phasing plan sheet will be revised to include the temporary bridge construction.

*Deliverables - SWP3 Plans (3 Shts. @ 40-scale; 1 Phasing Plan Sht.)*



## Taylor Bayou Drainage Improvements Jefferson County Scope of Work

### Section 10.0: Temporary Bridge Specifications

This work involves preparation of the specifications for the temporary bridge. This may include associated revisions to existing specifications. DEC will use local and state standards and criteria to create the specification.

*Deliverables – Temporary Bridge Specification*

### Section 11.0: Construction Costs/Quantities (Additions/Revisions)

This work includes the development of revised quantities and construction cost estimate for the revisions to the traffic control plans to accommodate the temporary bridge. DEC will use TxDOT unit costs for most items supplemented by historic project cost data and Jefferson County historical cost data from recent projects. DEC will document all quantities and how they were calculated and also provide a summary of the quantities and cost estimate for review and concurrence by the County. The cost estimate will be revised in TxDOT Connect with the back-up quantities for the temporary bridge and roadway.

*Deliverables - Quantity Summary and Construction Cost Estimate in TxDOT Connect*

### Section 12.0: QA/QC

This task includes performing a QA/QC review on all the new and revised engineering plans (assume 20 Shts.) for the incorporation of the temporary bridge into the plan set using DEC's Transportation Department's QA/QC Plan. The review will be lead by our Department QA/QC Manager. Documentation of the review will be provided on request by the County.

*Deliverables - QA/QC Reviewed Plans (provided upon request)*

### Section 13.0: Project Management

This work includes performing project management throughout development of the temporary bridge/roadway design. Includes management of the project in accordance with scope, schedule and budget, preparing and updating project schedules, coordination with agencies/stakeholders, utilities and the County, resource management, invoices, budget tracking, updates to the County, status reports, general coordination with the County, and management/coordination with the subconsultants. In-person meetings for this work are not anticipated.

*Deliverables - Monthly Invoices/Status Reports, Schedule, Regular Discussions with the County*

Taylor's Bayou Drainage Improvements  
Jefferson County  
Drainage Mitigation  
Bridge Replacement on SH 124  
Supplemental Engineering Fee Estimate  
Option No. 1, Temporary Bridge  
April 2022

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Scope Section	Factored Labor Rates (\$ Per Hour)	Project Manager	Project Engineer	EIT	CADD Designer	Admin Support	Sub-Total (Manhours)	Total by Task
		\$ 265.00	\$ 185.00	\$ 110.00	\$ 135.00	\$ 85.00		\$ -
<b>1.0</b>	<b>Option Development (Four Options)</b>							\$ -
	Geomtery	4	16	4			24	\$ 4,460.00
	Exhibits	5	32	4	8		49	\$ 8,765.00
	Construction/Design Costs	2	8	4			14	\$ 2,450.00
	Temporary Bridge Costs	1	4	4			9	\$ 1,445.00
	Presentation	8	8				16	\$ 3,600.00
		20	68	16	8	0	112	\$ 20,720.00
<b>2.0</b>	<b>Mapping /Field Surveys</b>							
	Field Survey/Mapping Coordination			4	2		6	\$ 710.00
	<b>Subtotal</b>	0	0	4	2	0	6	\$ 710.00
<b>3.0</b>	<b>Temporary Roadway Design / Revisions</b>							
	Title Sheet (1 Sheet)		1		3		4	
	Index of Sheets (1 sheet)		1		3		4	\$ 590.00
	Project Layout (1 sheets)	1	2		8		11	\$ 1,715.00
	Demolition Plan (2 sheets)	4	8	8	12		32	\$ 5,040.00
	Revise Open Roads model	1	28	24	8		61	\$ 9,165.00
	Plan and Profile (5 sheets)	8	24	8	40		80	\$ 12,840.00
	Typical Sections (1 sheet)	2	4	6	12		24	\$ 3,550.00
	Temporary Driveways (3 driveways, 1 sheet)	3	12	8	12		35	\$ 5,515.00
	<b>Subtotal</b>	19	80	54	98	0	251	\$ 39,005.00
<b>4.0</b>	<b>Utility Revisions</b>							
	AT&T and Hampshire-Fannett School Coordination	1	4	8	3		16	\$ 2,290.00
							0	\$ -
	<b>Subtotal</b>	1	4	8	3	0	16	\$ 2,290.00
<b>5.0</b>	<b>Geotechnical (Temporary Bridge Foundations)</b>							
	Geotechnical Coordination	0	4	4	0		8	\$ 1,180.00
	<b>Subtotal</b>	0	4	4	0	0	8	\$ 1,180.00
<b>6.0</b>	<b>Temporary Road Drainage Design</b>							

Taylor's Bayou Drainage Improvements  
Jefferson County  
Drainage Mitigation  
Bridge Replacement on SH 124  
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April 2022

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Scope Section	Factored Labor Rates (\$ Per Hour)	Project Manager	Project Engineer	EIT	CADD Designer	Admin Support	Sub-Total (Manhours)	Total by Task
		\$ 265.00	\$ 185.00	\$ 110.00	\$ 135.00	\$ 85.00	0	\$ -
	Revise Drainage Areas Maps (1 sheet)	1	2	4	8		15	\$ 2,155.00
	Drainage Plan and Profiles (2 Sheets)	4	8	24	12		48	\$ 6,800.00
							0	\$ -
	<b>Subtotal</b>	5	10	28	20	0	63	\$ 8,955.00
<b>7.0</b>	<b>Tempoaray Bridge Foundations Design</b>							
	Bridge	10	24	18	46		98	\$ 15,280.00
	<b>Subtotal</b>	10	24	18	46	0	98	\$ 15,280.00
<b>8.0</b>	<b>Traffic Control Revisions</b>							
	Narrative	1	8	4	0		13	\$ 2,185.00
	Traffic Control Plan (2 shts)	4	12	8	16		40	\$ 6,320.00
	Traffic Control Notes	1	8	4	0		13	\$ 2,185.00
	<b>Subtotal</b>	6	28	16	16	0	66	\$ 10,690.00
<b>9.0</b>	<b>SWP3 Revisions</b>							
	SWP3 Plan (3 Shts. @ 40 scale)	2	8	4	4		18	\$ 2,990.00
	Phasing Plan (1 sht.)	1	8	6	4		19	\$ 2,945.00
	<b>Subtotal</b>	3	16	10	8	0	37	\$ 5,935.00
<b>10.0</b>	<b>Temporary Bridge Specifications</b>						0	\$ -
	Creation of Temporary Bridge Specifications		24			4	28	\$ 4,780.00
							0	\$ -
	<b>Subtotal</b>	0	24	0	0	4	28	\$ 4,780.00
<b>11.0</b>	<b>Construction Costs / Quantities (Additions/Revisions)</b>						0	\$ -
	Revised Qauntities	4	16	12	6	4	42	\$ 6,490.00
	Cost Estimate	2	8	6	2		18	\$ 2,940.00
	<b>Subtotal</b>	6	24	18	8	4	60	\$ 9,430.00
<b>12.0</b>	<b>QA/QC</b>							
	95% Plans (Only revised sheets) (20 sheets)	2	12	4	2		20	\$ 3,460.00

Taylor's Bayou Drainage Improvements  
Jefferson County  
Drainage Mitigation  
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April 2022

Scope Section	Factored Labor Rates (\$ Per Hour)	Project Manager	Project Engineer	EIT	CADD Designer	Admin Support	Sub-Total (Manhours)	Total by Task
	Subtotal	2	12	4	2	0	20	\$ 3,460.00
13.0	Project Management							
	Project Management	28	14	6	4	2	54	\$ 11,380.00
	Subtotal	28	14	6	4	2	54	\$ 11,380.00
	SUBTOTAL HOURS	100	308	186	215	10	819	\$ 133,815.00
	SUBTOTAL DESIGN FEE	\$ 26,500.00	\$ 56,980.00	\$ 20,460.00	\$ 29,025.00	\$ 850.00		\$133,815.00
	<u>Subconsultants</u>							
								\$ -
	LJA Engineering, Inc(Field Surveys)							\$ 5,500.00
								\$ -
	Tolunay-Wong Engineers, Inc (Geotechnical Consultant)							\$ 1,340.00
	TOATAL FEE							\$140,655.00

# Tolunay-Wong Engineers, Inc.

2455 West Cardinal Drive, Suite A • Beaumont, Texas 77705 • Phone: (409) 840-4214 • Website: <https://www.tweinc.com/>

April 1, 2022

## DECorp

3100 West Alabama  
Houston, Texas 77705

Attn: Mr. Blair Stocker, P.E.  
[blair.stocker@dannenbaum.com](mailto:blair.stocker@dannenbaum.com)

Ref: Request for Change Order  
Taylor's Bayou Drainage Improvements  
Jefferson County CDBG-DR Program  
Jefferson County, Texas  
TWE Project No. 21.23.072 / COR No. 1

Dear Mr. Stocker,

Tolunay-Wong Engineers, Inc. (TWE) hereby respectfully submits this request for change order to the original lump sum budget amount agreed to under TWE Proposal No. P21-B073 (Revision 2) for geotechnical services rendered by TWE for the referenced project. This change order request covers the additional scope cost requested outside our originally proposed scope of services.

We understand a temporary bridge option is being considered to maintain traffic flow during construction. Shallow and deep foundations may be considered for support of the temporary bridge. A revised report for TWE Project No. 21.23.072 / Report No. 123873 (Rev. 3) submitted on January 10, 2022 included deep foundation recommendations that can be applied to the temporary bridge, if considered. Below is a budgetary estimate to include shallow foundation design recommendations for the temporary bridge in a revised geotechnical report:

Proposed Budget Estimate					
Description		Unit	Quantity	Rate	Extension
<b>Engineering Analysis/Report Preparation</b>					
1	Project Manager - Geotechnical	hour	2	\$150.00	\$300.00
2	Project Professional	hour	8	\$130.00	\$1,040.00
<b>Total Cost Estimate</b>					<b>\$1,340.00</b>

If you have any questions regarding this change order request, please do not hesitate to contact us at **(713) 821-5895**. If this change order request is approved, please sign on the following page and send a copy for our records. If accepted, we will proceed with submitting our final invoice as all services are complete. We appreciate your consideration of this change order request.


Sincerely,

**TOLUNAY-WONG ENGINEERS, INC.**

*TBPELS Firm Registration Number F-000124*



Mariam Abdelwahab, E.I.T.  
Project Professional



Patrick J. Kenney, P.E.  
Senior Vice President

PK/ma/pk

**Agreed to and accepted by:**

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

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

Company: \_\_\_\_\_

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



2615 Calder Avenue, Suite 500, Beaumont, Texas 77702  
 t 409.833.3363 f 409.833.0317 LJASURVEY.com TBPLS 10105600

March 31, 2022

## PROPOSAL

DEC

ATTN: Blair Stocker, PE  
 3100 West Alabama Street  
 Houston, Texas 77098  
[Blair.Stocker@decorp.com](mailto:Blair.Stocker@decorp.com)

Re: Professional Surveying Services to perform an As-Built Topographic Survey  
 Highway 124 and Taylors Bayou, Fannett, Texas  
 LJA Proposal No. 21-1351CO1  
 LJA Project No. LJAS167-2101

Dear Mr. Stocker:

LJA Surveying, Inc. ("LJA") is pleased to provide this proposal to DEC ("Client") for professional surveying services for the referenced subject. Based on our understanding of your needs, our services are to provide an as-built topographic survey, therefore we propose the following scope of services:

### SCOPE OF SERVICES

#### Phase II – Topographic Survey

LJA will collect cross sections utilizing GPS at 50-foot intervals from approximate right of way line to approximate right of way line for an additional 300 feet in each direction from the existing survey limits. Locate sufficient boundary to establish right of way lines along existing highway a minimum of the new survey limits. Research for current vesting deeds and descriptions will be done for adjoining properties within the survey limits. A one call will be made to assist with location of underground utilities and locates will be made to extent possible by RD8100 electronic locator. Vegetation lines will be shown and any trees with a diameter of 12" or greater will be collected individually. All data will be collected based on the current TxDOT field code library.

**Deliverables:** Microstation CAD file, DTM Model of surveyed area, ASCII Point File, Field Notes

#### EXCLUSIONS:

The following services are not included in the scope of work for this proposal.

- No right of way plats or maps are included in this scope of work.

#### PROVIDED BY CLIENT:

- Graphic representation of the site to be surveyed
- Any documentation that the client feels will be helpful
- Permission to access any affected parcels

#### COMPENSATION

LJA proposes to provide the scope of services described above for the **lump sum fee of \$5,500.00**. Should work outside the above scope of services be required, a separate proposal will be submitted to the Client for approval prior to our beginning the additional services.

## **ASSUMPTIONS**

In preparing this proposal, we have made the following assumptions:

- There are no access issues, boundary problems, disputes, or lawsuits associated with the tract, which would affect completion of the survey work.
- Right of entry permission to be acquired by others.

## **STANDARD TERMS AND CONDITIONS**

See Attachment A, incorporated herein by reference.

### **Reimbursable Expenses**

Reproduction, telephone, out-of-town travel expenses, and other non-labor charges directly related to the Project will be billed at cost in addition to the fees agreed upon for Services rendered. Vehicle mileage will be charged at the current IRS mileage rate per mile. Filing fees, permit fees, and other special charges which are advanced on behalf of the Client will be billed on a similar basis plus a 10% service charge.

### **Payments**

Billings for Services rendered will be made monthly and payment is requested within fifteen (15) days of receipt of invoice. Unless special arrangements are made, a finance charge of one and one half percent (1.5%) per month will be added to unpaid balances more than thirty (30) days old as well as any costs of collection, including attorney's fees. LJA reserves the right to suspend work should invoices not be paid within the stated terms. The amount of any sales, excise, VAT, or gross receipts tax that may be imposed for professional services shall be added to the compensation as determined above. In the case where Client is obliged to make any deduction or withholding on account of any such addition, the amount paid to LJA by Client for any invoice shall be grossed up to the amount of the invoice so that any fees and other sums payable to LJA are not subject to such taxes.

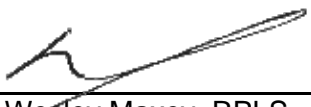
If this proposal meets with your approval, kindly sign below.

The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing and each of the undersigned parties has caused this Agreement to be duly executed. This Agreement contains a limitation of liability clause and the Client has read and consents to all terms.

**APPROVED FOR "CLIENT"**  
**DEC**

**APPROVED FOR "LJA"**  
**LJA SURVEYING, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By:  \_\_\_\_\_  
Name: Wesley Maxey, RPLS  
Title: Beaumont Survey Manager

Effective Date: 03/31/2022

Attachments:  
A – Standard Terms and Conditions



## ATTACHMENT A STANDARD TERMS AND CONDITIONS

**1. STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the Services are performed. Professional services are not subject to, and LJA cannot provide, any warranty or guarantee, express or implied, including those contained in any uniform commercial code, proposal, work authorization, or requisition, except as provided herein.

**2. CHANGE OF SCOPE.** The scope of Services set forth in any Proposal is based on facts known at the time of execution of this Agreement, including, if applicable, Client Data (defined below). As the Project progresses, facts discovered, including, but not limited to, site conditions or the existence of differing subsurface or physical conditions, may indicate that the scope, pricing, or other terms must be redefined, and the parties shall reasonably cooperate to equitably adjust the scope, pricing, or terms of this Agreement accordingly.

**3. SAFETY.** LJA has established and maintains corporate programs and procedures for the safety of its employees. Unless included as part of the Services, LJA specifically disclaims any authority or responsibility for general job site safety and safety of persons other than LJA employees.

**4. DELAYS.** Where LJA is prevented from completing any part of the Services within the schedule provided under the Agreement due to delay beyond its reasonable control, the schedule will be extended in an amount of time equal to the time lost due to such delay so long as LJA provides written explanation of the delay to Client. Except with regard to payment of any amounts due LJA from any Services, neither party shall be liable to the other for any delays or failure to act, due to unforeseeable causes reasonably beyond the control of the party claiming such circumstances.

**5. TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of termination, Client shall pay LJA for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination. In the event either party defaults in its obligations under this Agreement (including Client's obligation to make the payments required hereunder), the non-defaulting party may suspend performance under this Agreement. In the event of a suspension of services, LJA shall have no liability to the Client for delay or damage caused the Client because of such suspension of services. Before resuming services, LJA shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of LJA's services. LJA's fees for the remaining services and the time schedules shall be equitably adjusted. Obligations under this Agreement, which by their nature would continue beyond the suspension or termination of this Agreement (e.g., indemnification), shall survive such suspension or termination.

**6. RELATIONSHIP WITH CONTRACTORS / REVIEW.** LJA shall serve as Client's professional representative for the Services, and may make recommendations to Client concerning actions relating to Client's contractors, but LJA specifically disclaims any authority to direct or supervise the means, methods, techniques, security or safety activities, personnel, compliance, sequences, or procedures of construction selected by Client's contractors. For Projects involving bid preparation, LJA may supply standard contract forms, templates, or other documents that will be executed between the Client and contractor(s). It is the Client's responsibility to review those documents and to obtain legal advice thereto. For Projects involving construction, Client acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the surveying professional for the Project permits errors or omissions to be identified and corrected at comparatively low cost. Evaluations of

Client's budget for construction and estimates prepared by LJA represent LJA's judgment as a surveying professional. It is recognized, however, that neither LJA nor Client have control over the cost of labor, materials, or equipment, the contractor's methods of determining bid prices, or competitive bidding, market, or negotiating conditions. Accordingly, LJA cannot and does not warrant or represent that bids or negotiated prices will not vary from Client's budget or from any estimate of costs prepared or agreed to by LJA. Client agrees to hold LJA harmless from any claims resulting from performance of construction-related services by persons other than LJA and LJA shall not be responsible for the contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. In fulfilling its duties pursuant to the Agreement, Client permits LJA to elect to subcontract to others certain tasks in its scope of Services.

**7. INSURANCE.** LJA will maintain insurance coverage for Professional Liability, Commercial Liability, Auto, and Workers' Compensation in amounts in accordance with legal and business requirements. Certificates evidencing such coverage will be provided to Client upon request. For Projects involving construction, Client agrees to require its construction contractor, if any, to include LJA as an additional insured on its policies relating to the Project. LJA's coverages referenced above shall, in such case, be excess over any contractor's primary coverage. Client shall require its construction contractor to include LJA as an indemnitee under any indemnification obligation of contractor to Client to the fullest extent allowed by law.

**8. PROJECTS WITH MULTIPLE CLIENTS.** When LJA undertakes a Project for multiple Clients, each Client on the Project is jointly and severally liable for payments for LJA's Services under this Agreement and on the Project. If any Client fails to make timely payment to LJA, and the remaining Clients wish to continue the Project, the remaining Clients will promptly confirm to LJA in writing their wish for LJA to continue the Project and their joint and several obligations shall remain the same. LJA, at its option, may suspend the remaining performance under this Agreement until all past due payments are made, and authorization to proceed and pay from all non-defaulting Clients is received, or continue work on the Project and invoice and collect from the remaining Clients any payment (including damages) of amounts past due and that become due.

**9. SITE CONDITIONS.** Hazardous, archaeological, paleontological, cultural, biological, or other materials, protected resources, unknown underground facilities, or other conditions ("Conditions") may exist at a site where there is no reason to believe they could or should be present. The Parties agree that the discovery of unanticipated Conditions constitutes a changed condition that may mandate a renegotiation of the scope of Services. LJA shall notify Client should unanticipated Conditions be encountered. Client retains title to all Conditions and shall report to the appropriate public agencies, as required, any Conditions that may present a potential danger to the public health, safety, or the environment. Client shall execute any manifests in connection with avoidance, containment, transportation, storage, or disposal of Conditions resulting from the site. Client waives any claim against LJA and shall indemnify, defend, and hold LJA harmless from or by reason of claims for injury or death to persons or damage to property to the extent arising from such Conditions, substance, element, material, or any combination of the foregoing produced, emitted, or released from the site or Project.

**10. INDEMNITY.** LJA shall indemnify and hold harmless Client from claims, costs, losses, or damage sustained by Client or its employees provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property, but only to the extent actually and directly caused by LJA's failure to adhere to the standard of care

described herein.

**11. LIMITATION OF LIABILITY.** No employee or agent of LJA shall have individual liability to Client. Client agrees that, to the fullest extent permitted by law, LJA's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, LJA's negligence, errors, omissions, strict liability, or breach of contract, and whether claimed directly or by way of contribution, shall not exceed the total compensation received by LJA for the relevant work authorization or proposal under this Agreement. If Client desires a limit of liability greater than that provided above, Client and LJA shall include in Part III of this Agreement the amount of such limit and the additional compensation to be paid to LJA for assumption of such additional risk.

**12. CONSEQUENTIAL DAMAGES.** IN NO EVENT WILL LJA BE LIABLE TO THE CLIENT FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST REVENUES, LOSS OF USE, LOSS OF FINANCING, LOSS OF REPUTATION, LOST PROFITS, DELAYS, OR OTHER ECONOMIC LOSS ARISING FROM ANY CAUSE INCLUDING BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER CAUSE WHATSOEVER, NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY. REGARDLESS OF LEGAL THEORY, LJA SHALL BE LIABLE ONLY TO THE EXTENT THAT ANY DAMAGES SPECIFIED HEREIN ARE FOUND BY A FINAL COURT OF COMPETENT JURISDICTION TO HAVE BEEN THE SEVERAL LIABILITY OF LJA. TO THE EXTENT PERMITTED BY LAW, ANY STATUTORY REMEDIES THAT ARE INCONSISTENT WITH THIS PROVISION ARE WAIVED.

**13. REUSE OF PROJECT DELIVERABLES.** Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by Client for any purpose other than for which they were originally prepared, or alteration of such without the written verification or adaptation by LJA for the specific purpose intended, shall be at the Client's risk. All title blocks and the surveyor's seal, if applicable, shall be removed if Client provides deliverables in electronic media to any third party. Any modification of a survey will be signed and sealed by a licensed professional prior to re-use. Client agrees that relevant analyses, findings, and reports provided in electronic media shall also be provided in hard copy and that the hard copy shall govern in the case of a discrepancy between the two versions, and shall be held as the official set of drawings, as signed and sealed. Client shall be afforded a period of thirty (30) days to check the hard copy against the electronic media. In the event that any error or inconsistency is found during that time, LJA shall be advised and the inconsistency shall be corrected at no additional cost to Client. Following the expiration of this notice period, Client shall bear all responsibility for the care, custody, and control of the electronic media. In addition, Client represents that it shall retain the necessary mechanisms to read the electronic media. Client agrees to defend, indemnify, and hold harmless LJA from all claims, damages, and expenses (including reasonable litigation costs) arising out of such reuse or alteration by Client or others acting through Client.

**14. CLIENT DATA.** Client or any third party designated by Client may provide information, reports, studies, site characterizations, advice, instructions, and similar information in its possession relating to the Project ("Client Data"). LJA may reasonably and in good faith rely upon the accuracy of Client Data and unless described as part of the Services, LJA is not required to audit, examine, or verify Client Data. However, LJA will not ignore the implications of information furnished to LJA and may make reasonable inquiries if Client Data as furnished appears to be incorrect or incomplete. LJA makes no representations or warranties (express or implied) as the quality, accuracy, usefulness, or completeness of any Services to the extent LJA relies on Client Data. LJA, its affiliates, its officers, directors, and employees shall have no liability whatsoever with respect to the use of unreliable, inaccurate, or incomplete Client Data.

**15. ASSIGNMENT/BENEFICIARIES.** Neither party may assign this Agreement without the written consent of the other party. With the exception of such assignments, nothing contained in this Agreement, nor

the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's contractors, if any.

**16. AMENDMENT, NO WAIVER, SEVERABILITY.** This Agreement can be amended only by a written instrument signed by the parties. No waiver by either party of any default by the other party in the performance of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character. The various terms, provisions, and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

**17. INDEPENDENT PARTIES.** Each party is an independent entity and is not a partner, agent, principal, or employee of the other party, unless otherwise agreed to by the parties in writing. Nothing in this Agreement shall restrict or otherwise prohibit either party or their respective affiliates in the conduct of their businesses.

**18. STATUTE OF LIMITATION.** To the fullest extent permitted by law, the parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one (1) year after Project completion.

**19. DISPUTE RESOLUTION.** The parties shall attempt to settle all claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including, but not limited to, breach thereof, by discussion between the parties' management. If any dispute cannot be resolved in this manner, within five (5) business days, the parties agree to refer such claims, disputes, and controversies to mediation by a mediator mutually agreed to and equally paid for by the parties before, and as a condition precedent to, the initiation of any adjudicative action or proceeding, including arbitration. The mediator shall convene the mediation within ten (10) business days of the request of either party, and the mediation will last at such times and as long as the mediator reasonably believes agreement is probable. The parties agree that an officer of each entity with complete authority to resolve the dispute shall attend the mediation. Notwithstanding the foregoing, prior to or during negotiation or mediation, either party may initiate litigation that would otherwise become barred by a statute of limitation, and LJA may pursue, at any time and without invoking dispute resolution as provided herein, any property liens or other rights it may have to obtain security for the payment of its invoice. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs and reasonable attorney's fees from the other party.

**20. LITIGATION SUPPORT.** LJA will not be obligated to provide expert witness or other litigation support related to its Services, unless expressly agreed in writing. In the event LJA is required to respond to a subpoena, inquiry, or other legal process related to the Services in connection with a proceeding to which LJA is not a party, Client will reimburse LJA for its costs and compensate LJA at its then standard rates for the time it incurs in gathering information and documents and attending depositions, hearings, and the like.

**21. GOVERNING LAW.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas without giving effect to any conflict or choice of law rules or principles under which the law of any other jurisdiction would apply. Each party hereby submits to the jurisdiction of the federal and state courts located in Harris County and agrees that such courts shall be exclusive forum and venue for resolving any legal suit, action or proceeding arising out of or relating to this Agreement.

Ver. 21JUL2020



(409) 835-8450 Phone  
(409) 839-2350 Fax

1085 Pearl St, Room 103  
Beaumont, TX 77701

Jevonne Smith Pollard  
Constable, Precinct One

Date: April 13, 2022  
To: Fran/ Auditing  
From: Constable Jevonne Pollard  
Re: Transfer of Funds

Please transfer the funds to the account numbers listed below:

\*\$500.00 from Extra Help 120-3065-425-1005 to Office Supplies 120-3065-425-3078 supplies for summer event preparations.

\*\$500.00 from Extra Help 120-3065-425-1005 to Educational Demonstration 120-3065-425-3090 for promotional items for upcoming summer presentations/events.

Please give me a call if you have any questions regarding this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Jevonne", is written over a horizontal line.

Jevonne "J.C." Pollard  
Constable Precinct 1

---



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**MEMORANDUM**

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---

**TO:** COMMISSIONERS COURT  
**FROM:** FRAN LEE  
**SUBJECT:** BUDGET AMENDMENT  
**DATE:** APRIL 19, 2022

---

The following budget amendment for Port Arthur Maintenance and Road & Bridge Pct 3 is necessary for replacement of seven computers.

120-6084-416-6002	Capital – Computer	
	Equipment	\$1,061
113-0309-431-6002	Capital – Computer	
	Equipment	\$6,361
120-6084-416-2003	Employees Insurance	\$7,422

**Fran Lee**

---

**From:** Shenita Keyes <skeyes@co.jefferson.tx.us>  
**Sent:** Tuesday, April 19, 2022 2:20 PM  
**To:** flee@co.jefferson.tx.us  
**Subject:** Agenda item  
**Attachments:** MX-M5071\_20220418\_124301.pdf

Replacement of PCT.3 old computers, PCT.3 Computers are not compatible with new programming system.

Commissioner Sinegal PCT.3

Shenita Keyes - Commissioner PCT.3

Mariela Gaytan - Maintenance *-PA \$1,061*

Jeffery Collins - Road & Bridge

James Morgan - Road & Bridge

Kimberly Doyle - Road & Bridge

Mechanic - Road & Bridge

*RtB Pct 3 \$ 6,361*

Thanks

Shenita Keyes

3/29/22, 1:45 PM

Mail - Amy Serrant - Outlook

**Dell Computer - Saved Quote Information -3000116025483**

Dell (please do not reply) <automated\_email@dell.com>  
on behalf of

Dell Inc. <dell\_automated\_email@dell.com>

Mon 3/28/2022 3:58 PM

To: aserrant@co.jefferson.tx.us <aserrant@co.jefferson.tx.us>



Amy  
8447

You have saved an eQuote 3000116025483

An eQuote is now saved in your Dell Online Store.  
This will be held for 60 days and will expire on 05/27/2022

**Your eQuote has been sent to:**

Emailed to: aserrant@co.jefferson.tx.us  
aserrant@co.jefferson.tx.us

**To retrieve this eQuote**

Login to Premier

Sign in to Jefferson County

Click on "Quotes" in the top menu bar and search for eQuote number 3000116025483

eQuote Name	Shenita Keyes - 7492
Saved By	aserrant@co.jefferson.tx.us
eQuote Description	
Authorized Buyer	
Notes/Comments	
Account Name	Jefferson County
Contract Code	C00000006841
Contract Name	Texas Department of Information Resources (TX DIR)
Customer Agreement #	TX DIR-TSO-3763

**Shipping Info**

MIS DEPT  
1149 PEARL ST  
6 TH FL  
BEAUMONT, TX 77701  
(409) 835-8447

**Billing Info**

ACCOUNTS PAYABLE  
1149 PEARL ST  
7TH FL  
BEAUMONT, TX 77701-3635

**eQuote Summary**

Description	Quantity	Unit Price	Subtotal
-------------	----------	------------	----------

OptiPlex 5090 Small Form Factor	7	\$789.52	\$5,526.64
Dell 24 Monitor - P2422H, 60.5cm (23.8")	7	\$240.49	\$1,683.43
CUS,SPKR,5V,ZLX,AC511M,WW	7	\$30.00	\$210.00
Non Taxable Amount			\$7,420.07
eQuote Subtotal			\$7,420.07
Shipping*			\$0.00
Shipping Discount*			\$0.00
Tax*			\$0.00
Environmental Disposal Fee*			\$0.00

**eQuote Total\*** **\$7,420.07**

\*The eQuote total, including applicable taxes and additional fees, may be viewable online.

Note: Your order may contain one or more items which are billed on a recurring basis. See Important Notes for details on your specific offering and, for customers with auto-renewing subscriptions, how to turn off automatic renewal.

eQuote Details

Description	Quantity	Price
rcrc1288351-6294791   OptiPlex 5090 Small Form Factor	7	\$11,599.00
Premier Discount		\$6,072.36
(Unit Price after discount: \$789.52 ea.)		<b>\$5,526.64</b>

3/29/22, 1:45 PM

Mail - Amy Serrant - Outlook

Module	Description	Product Code	SKU	ID
OptiPlex 5090				
Small Form Factor	OptiPlex 5090 Small Form Factor XCTO	GRHF5GM	[210-AY5C]	1
Processor	10th Gen Intel® Core™ i5-10500 (12 MB cache, 6 cores, 12 threads, 3.10 to 4.50 GHz Turbo, 65W)	GNIT621	[338-BVCB]	146
Operating System	Windows 10 Pro, English, French, Spanish	GF48XA1	[619-AHKN]	11
Microsoft Application Software	No Microsoft Office License Included-30 day Trial Offer Only	GC70FJV	[658-BC5B]	1002
Dell Endpoint Security	VMware Carbon Black Cloud Endpoint Standard NGAV, B-EDR, w/Dell ProSupport 3 Year	G59W0JY	[528-CHEB]	593
Memory	8 GB, 1 x 8 GB, DDR4	GA61EWF	[370-AGFP] [400-BEUW]	3
Hard Drive	256 GB, M.2 2230, PCIe NVMe, SSD, Class 35	G1GTVU5	[773-BBBC] [412-AAQT]	8
Additional Hard Drive	No Additional Hard Drive	G780XKR	[401-AANH]	637
Video Card	Intel® Integrated Graphics	GZQDA24	[490-BBFG]	6
Chassis Options	OptiPlex 5090 Small Form Factor with 200W up to 85% efficient Power Supply (80Plus Bronze), DAO, BCC	GA203GP	[329-BFHS]	116
Power Cord	System Power Cord (US)	GA5894N	[450-AAOJ] [429-ABFH]	20
Optical Drive	8x DVD+/-RW 9.5mm ODD	GZY3O28	[325-BDSH]	16
Optical Software	Cyberlink Media Suite Essentials for Windows 10 and DVD drive (without Media)	GWNM30Y	[658-B8TV]	597
Additional Storage Devices - Media Reader	No Media Card Reader	GW2K1D6	[379-BBHM]	10
Wireless	No Wireless LAN Card (no WiFi enablement)	GE7Y41P	[555-BBFO]	19
Wireless Driver	No Wireless Driver (No WiFi enablement)	GQMKF4C	[340-AFMQ]	7
Chassis Intrusion Switch	Chassis Intrusion Switch - SFF	GA6RJ41	[461-AAEE]	289
Stands and Mounts	No Stand or Mount	GJO5ZSE	[575-BBBI]	558
Adapter	No Additional Cable	GIX0L8M	[379-BBCY]	592
Serial Port Adapter	No PCIe add-in-card	GVEYOQ7	[492-BBFF]	698
Add-in Cards	No Additional Add In Cards	GNV4J7Q	[382-BBHX]	583
Additional Video	No Additional Video Ports	GWFXAL0	[492-BCKH]	495



3/29/22, 1:45 PM

Mail - Amy Serrant - Outlook

Ports				
Keyboard	Dell Pro Wireless Keyboard and Mouse - KM5221W - English - Black	GX0V4JP	[580-AJJG]	4
Mouse	Mouse included with Keyboard	GU54MYP	[570-AADI]	12
Back Cover	No Cable Cover	GDT2C7Z	[325-BCZQ]	376
External Speakers	No External Speaker	GTNM7E2	[817-BBBC]	200095
Software Stack	Dell Applications Windows 10 & 11 DGR with Dell Optimizer	GIG5KLR	[658-BBMR]	1003
			[640-BBLW]	
			[525-BBCL]	
			[658-BBRB]	
			[658-BEOK]	
			[658-BEQP]	
Operating System Recovery Options	OS-Windows Media Not Included	GLA90Q1	[620-AALW]	200013
ENERGY STAR	ENERGY STAR Qualified	G6J345M	[387-BBLW]	122
Documentation	Safety/Environment and Regulatory Guide (English/French Multi-language)	G7RB0GY	[340-AGIK]	21
System Monitoring Options				
Placemat	Quick Setup Guide 5090 SFF	GEW6JOK	[340-CVFR]	60
Order Information	US No Canada Ship Charge	G3IA0L8	[332-1286]	111
EAN/UPC Labels	No UPC Label	G8WGTYN	[389-BCGW]	292
Bios for TPM	Trusted Platform Module (Discrete TPM Enabled)	GJMDKT6	[329-BBJL]	297
Shipping Material	Shipping Material	GDKR04V	[340-CQYR]	465
			[389-BBUU]	
Label	MOD,LBL,REG,SFF,JSD2,200,5090[1]	GFU7POW	[389-DZDJ]	676
Hard Drive Cables and Brackets				
M.2 Caddy	M.2 Caddy	GGPQ1ML	[575-BBKX]	705
Processor Label	Intel® Core™ i5 Processor Label	GES6Q9A	[340-CNBZ]	749
Transportation from ODM to region				
Standard shipment	Standard shipment	GQT8IGC	[800-BBIO]	200080
Protect Your New PC	No anti-virus software	GD4K19S	[650-AAAM]	1014
FGA Module	No FGA	NOFGA	[817-BBBB]	572
Speakers	Internal Speaker	GR068XC	[520-AARD]	18

3/29/22, 1:45 PM

Mail - Amy Serrant - Outlook

Windows	No AutoPilot	GYEO2AP	[340-CK5Z]	291
AutoPilot				
EPEAT 2018	EPEAT 2018 Registered (Silver)	GTZOE2H	[379-BD10]	200331
Systems Management	No Out-of-Band Systems Management	GAJK4ZT	[631-ACXZ]	49
Additional System Options	CFI Routing SKU	9292306	[365-0257]	701
Additional System Options	Configuration Services - Custom, Image Load	9292307	[366-0330]	701
Additional System Options	CFI, Information, DESC, Factory Install	9292308	[378-2295]	701
Hardware Support Services	3 Years Hardware Service with Onsite/In-Home Service After Remote Diagnosis	NBD3	[804-9043] [804-9044]	29
Shipping Box Labels - Standard	System Box Label	SY5BOX	[365-0538]	200423

rcrc1288351-6413116 | Dell 24 Monitor - P2422H, 60.5cm (23.8") 7 \$2,589.93

Premier Discount \$906.50

(Unit Price after discount: \$240.49 ea.) ~~\$2,686.43~~

Module	Description	Product Code	Sku	ID
Dell 24 Monitor - P2422H, 60.5cm (23.8")	Dell 24 Monitor - P2422H, 60.5cm (23.8")	GRVIA79	[210-BBCC]	1
Hardware Support Services	3 Years Advanced Exchange Service	G2V0K68	[814-5380] [814-5381]	29

CUS,SPKR,5V,ZLX,AC511M,WW Sku [520-AAOT] 7 \$314.93

Premier Discount \$104.93

(Unit Price after discount: \$30.00 ea.)

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\$210.00

Non Taxable Amount	\$7,420.07
eQuote Subtotal	\$7,420.07
Shipping*	\$0.00
Shipping Discount*	\$0.00
Tax*	\$0.00
Environmental Disposal Fee*	\$0.00

**eQuote Total\*** **\$7,420.07**

\*The eQuote total, including applicable taxes and additional fees, may be viewable online.

Let's connect.



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**MEMORANDUM**

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**TO:** COMMISSIONERS COURT  
**FROM:** FRAN LEE  
**SUBJECT:** BUDGET TRANSFER  
**DATE:** APRIL 19, 2022

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The following budget transfer for Port Arthur Maintenance is necessary for additional cost for security system for Health department building.

120-6084-416-6014	Capital – Buildings &	
	Structures	\$3,391
120-6084-416-2003	Employees Insurance	\$3,391

**Fran Lee**

---

**From:** Shenita Keyes <skeyes@co.jefferson.tx.us>  
**Sent:** Monday, April 18, 2022 11:36 AM  
**To:** Fran Lee  
**Subject:** Agenda item

Good Morning,

Agenda item

Jefferson County Port Arthur Health Department increase budgeted amount for security system in the amount of \$3,390.25 to account 6014.

Thanks  
Shenita Keyes



3515 Fannin St. Suite 106  
Beaumont, TX 77701  
T: 409-722-3700  
www.vectorsecurity.com

April 5, 2022

Port Arthur Health Department  
800 4<sup>th</sup> St.  
Port Arthur, TX

Vickie & Ken,

Vector Security is pleased to present this proposal for the above location. The following is a list of equipment to be installed.

#### Burglar Alarm

- 1 – Control Panel
- 1 – Keypad
- 3 – Door Contacts
- 2 – Motion Detectors
- 3 – Panic/Hold Up Buttons

The cost for material and labor is \$418.25. The fee for monitoring is \$44.95 per month. You can have an app on a smartphone for remote arm/disarm and checking the status of the system.

#### Camera System

- 9 – Dome Cameras, 2.8mm, 5MP
- 1 – NVR, 16 channel, 6TB
- 1 – 32" Monitor

The cost for material and labor is \$6,420.00. This system also has an app for remote viewing of the cameras.

#### Access

- 1 – Iphone Video Master Station
- 1 – Video Door Station
- 1 – Outside Keypad w/Back Box

The cost for material and labor is \$2,100.00.

I appreciate the opportunity to make this proposal and look forward to being of service to you. Please do not hesitate to contact me with any questions or concerns.

Best Regards,

**Dee Lane**

Commercial Sales

Cell 409-719-3530

DKLane@VectorSecurity.com

*Intelligent security tailored for you.<sup>SM</sup>*

JEFFERSON COUNTY, TEXAS

FINANCIAL & OPERATING  
STATEMENTS - COUNTY FUNDS ONLY

For the Month Ending March 31, 2022



Patrick Swain - County Auditor

PATRICK SWAIN  
COUNTY AUDITOR  
(409) 835-8500



1149 PEARL ST. - 7TH FLOOR  
BEAUMONT, TEXAS 77701

April 14, 2022

Honorable Commissioners Court:  
Judge Jeff R. Branick  
Commissioner Vernon Pierce  
Commissioner Darrell Bush  
Commissioner Michael "Shane" Sinegal  
Commissioner Everette "Bo" Alfred

Gentlemen:

In compliance with Section 114.023 of the Local Government Code, I herewith present the monthly report of the financial condition of Jefferson County as of March 31, 2022 together with the results of operations of the budget for the sixth period then ended.

**Revenue:**

Total budgeted revenue collected for the month ending March 31, 2022 is \$106,556,545. Budgeted Revenues are \$135,814,134 leaving \$29,257,589 in revenue to be collected in order to meet our budgetary revenue goals. Highlights of revenues are as follows:

**Property Taxes:**

Property tax collections are \$88,983,229 for the first six months of the year. This amount represents 96% of the budgeted amount of \$92,577,815.

**Sales Taxes:**

Forty-one percent of budgeted revenue for sales taxes has been collected. Sales Tax revenue is budgeted to be \$29,580,000.



Page Two

**Licenses & Permits:**

Forty-six percent of budgeted revenue from Licenses & Permits has been collected. Licenses & Permits are budgeted to be \$403,000 for the year.

**Intergovernmental:**

Forty percent of Intergovernmental Revenue has been collected. Intergovernmental Revenue is budgeted to be \$1,166,084.

**Fees:**

Forty-one percent of the budgeted revenue for Fees has been collected. Revenue from Fees is budgeted to be \$10,342,535 for the year.

**Fines and Forfeitures:**

Thirty-one percent of Fines and Forfeitures have been collected. Revenues from Fines and Forfeitures are budgeted to be \$1,575,000.

**Interest:**

Ninety percent of revenue from Interest have been collected. Revenues from Interest are budgeted to be \$142,700.

**Other Revenues:**

Nothing of Other Revenues have been collected. Revenues from Other Revenues are budgeted to be \$27,000 for the year.

**Expenditures:**

Overall for the County's budgeted funds, forty-eight percent of the expenditures have been spent.

Page Three

Expenditures are budgeted to be \$150,021,482, which includes General Funds and debt service funds, excluding budgeted transfers of \$2,749,881 for the fiscal year ending September 30, 2022.

Please call me if you have any questions on the enclosed report.

Sincerely,

A handwritten signature in black ink, appearing to be 'PS', with a long horizontal stroke extending to the right.

Patrick Swain  
County Auditor

JEFFERSON COUNTY, TEXAS  
 FINANCIAL & OPERATING  
 STATEMENTS - COUNTY FUNDS ONLY  
 FOR THE MONTH ENDING MARCH 31, 2022  
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Jefferson County, Texas  
Consolidated Balance Sheet  
For The Month Ending March 31, 2022

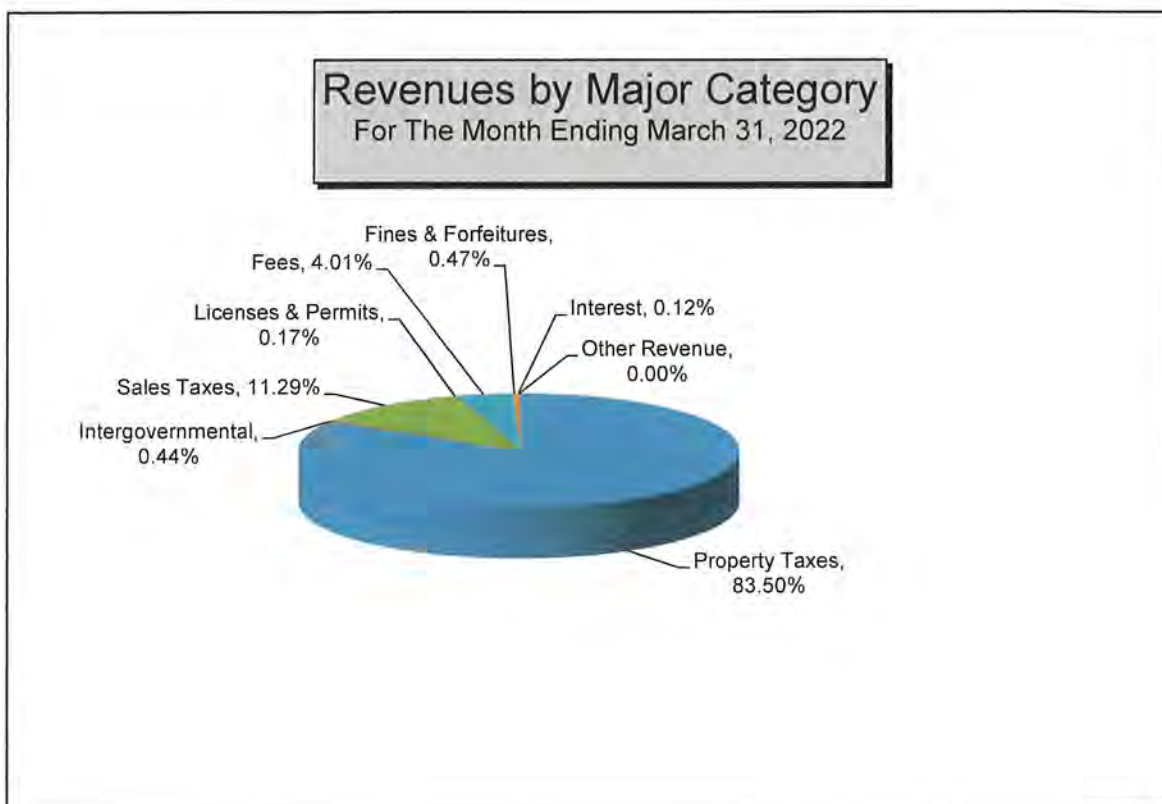
	<u>General Funds</u>	<u>Special Revenue Funds</u>	<u>Capital Project Funds</u>	<u>Debt Service Funds</u>	<u>Enterprise Funds</u>	<u>Internal Service Funds</u>	<u>Total</u>
<u>ASSETS</u>							
Cash and Cash Equivalents	\$ 99,807,460	46,016,501	9,130,099	5,337,644	1,136,839	(4,134)	\$ 161,424,409
Receivables & Prepaids	5,031,272	1,632	-	316,075	86,951	-	5,435,930
Intergovernmental Receivables	(228,020)	-	-	-	-	-	(228,020)
Due From Other Funds	150,000	-	-	-	-	-	150,000
Inventory	730,312	16,842	32,729	-	96,755	-	876,638
Other Assets	-	-	-	-	75,580,451	-	75,580,451
Total Assets	<u>\$ 105,491,024</u>	<u>\$ 46,034,975</u>	<u>\$ 9,162,828</u>	<u>\$ 5,653,719</u>	<u>\$ 76,900,996</u>	<u>\$ (4,134)</u>	<u>\$ 243,239,408</u>
<u>LIABILITIES AND FUND BALANCE/EQUITY</u>							
Payables	\$ 6,066,563	732,033	-	-	1,332,259	3,383,113	\$ 11,513,968
Intergovernmental Payables	360	-	-	-	-	-	360
Other Liabilities	4,191,419	627,659	-	298,599	887,744	-	6,005,421
Fund Balance/Equity	<u>95,232,682</u>	<u>44,675,283</u>	<u>9,162,828</u>	<u>5,355,120</u>	<u>74,680,993</u>	<u>(3,387,247)</u>	<u>225,719,659</u>
Total Liabilities and Fund Balance/Equity	<u>\$ 105,491,024</u>	<u>\$ 46,034,975</u>	<u>\$ 9,162,828</u>	<u>\$ 5,653,719</u>	<u>\$ 76,900,996</u>	<u>\$ (4,134)</u>	<u>\$ 243,239,408</u>

Jefferson County, Texas  
Statement of Changes in Fund Balances  
For The Month Ending March 31, 2022

	<u>2/28/2022</u>	<u>Month Ending March 31, 2022</u>				<u>3/31/2022</u>
	<u>Fund Balance</u>	<u>Receipts</u>	<u>Disbursements</u>	<u>Transfers In(/Out)</u>	<u>Prior Period Adjustment</u>	<u>Fund Balance</u>
Jury Fund	\$ 531,685	\$ 6,520	\$ 45,053	\$ -	\$ -	\$ 493,152
Road & Bridge Pct. 1	5,193,800	78,430	323,412	-	-	4,948,818
Road & Bridge Pct. 2	1,279,096	78,030	118,890	-	-	1,238,236
Road & Bridge Pct. 3	495,919	78,030	128,785	-	-	445,164
Road & Bridge Pct. 4	3,505,207	78,030	138,142	-	-	3,445,095
Engineering Fund	777,268	10,913	80,895	-	-	707,286
Parks & Recreation	118,048	5,139	21,274	-	-	101,913
General Fund	83,395,211	4,686,762	9,213,845	(107,066)	-	78,761,062
Mosquito Control Fund	2,158,931	17,116	89,091	-	-	2,086,956
Tobacco Settlement Fund	3,004,216	784	-	-	-	3,005,000
Total General Funds	100,459,381	5,039,754	10,159,387	(107,066)	-	95,232,682
Total Special Revenue Funds	45,454,190	2,057,467	2,943,440	107,066	-	44,675,283
Total Capital Project Funds	8,397,783	804,410	39,365	-	-	9,162,828
Total Debt Service Funds	5,299,797	55,323	-	-	-	5,355,120
Total Enterprise Funds	74,767,011	560,875	646,893	-	-	74,680,993
Total Internal Service Funds	(3,022,665)	2,276,702	2,641,284	-	-	(3,387,247)
Total Balances	\$ <u>231,355,497</u>	\$ <u>10,794,531</u>	\$ <u>16,430,369</u>	\$ <u>-</u>	\$ <u>-</u>	\$ <u>225,719,659</u>

Jefferson County Texas  
Statement of Revenues by Category - Compared with Budget Allocation  
For The Month Ending March 31, 2022

Category	Cumulative Actual	Annual Budget	Unrealized Balance	Percentage Unrealized
Property Taxes	\$ 88,983,229	\$ 92,577,815	\$ 3,594,586	3.88%
Sales Taxes	12,033,705	29,580,000	17,546,295	59.32%
Licenses & Permits	185,742	403,000	217,258	53.91%
Intergovernmental	463,472	1,166,084	702,612	60.25%
Fees	4,267,545	10,342,535	6,074,990	58.74%
Fines & Forfeitures	495,048	1,575,000	1,079,952	68.57%
Interest	127,804	142,700	14,896	10.44%
Other Revenue	-	27,000	27,000	100.00%
	<u>\$ 106,556,545</u>	<u>\$ 135,814,134</u>	<u>\$ 29,257,589</u>	<u>21.54%</u>



Jefferson County, Texas  
Statement of Revenues - Compared With Budget Allocation  
For The Month Ending March 31, 2022

	October 2021 -December	January	February	March	Cumulative Total	Annual Budget	Unrealized Balance
Jury Fund							
Current Taxes	\$ 45,703	\$ 103,859	\$ 39,098	\$ 1,774	\$ 190,434	\$ 197,734	\$ 7,300
Delinquent Taxes	991	347	243	132	1,713	2,878	1,165
Jury Fees	14,648	4,195	4,665	4,546	28,054	60,000	31,946
Other Revenue	29,240	68	-	68	29,376	100,300	70,924
Road & Bridge Pct. 1							
Current Taxes	174,655	396,896	149,414	6,780	727,745	755,638	27,893
Delinquent Taxes	2,805	983	687	373	4,848	8,148	3,300
Intergovernmental Revenue	-	-	-	-	-	-	-
Auto Registration Fees	-	78,606	-	-	78,606	575,000	496,394
Road & Bridge Fees	117,910	35,511	38,695	56,516	248,632	500,000	251,368
Sales, Rentals & Services	-	-	-	400	400	-	(400)
Fines and Forfeitures	27,869	9,858	12,582	14,361	64,670	225,000	160,330
Road & Bridge Pct. 2							
Current Taxes	174,655	396,896	149,414	6,780	727,745	755,638	27,893
Delinquent Taxes	2,805	983	687	373	4,848	8,148	3,300
Intergovernmental Revenue	-	-	-	-	-	-	-
Auto Registration Fees	-	78,606	-	-	78,606	575,000	496,394
Road & Bridge Fees	117,910	35,511	38,695	56,516	248,632	500,000	251,368
Sales, Rentals & Services	-	-	-	-	-	-	-
Fines and Forfeitures	27,869	9,858	12,582	14,361	64,670	225,000	160,330
Road & Bridge Pct. 3							
Current Taxes	174,655	396,896	149,414	6,780	727,745	755,638	27,893
Delinquent Taxes	2,805	983	687	373	4,848	8,148	3,300
Intergovernmental Revenue	-	-	-	-	-	-	-
Auto Registration Fees	-	78,606	-	-	78,606	575,000	496,394
Road & Bridge Fees	117,910	35,511	38,695	56,516	248,632	500,000	251,368
Sales, Rentals & Services	-	-	318	-	318	-	(318)
Fines and Forfeitures	27,869	9,858	12,582	14,361	64,670	225,000	160,330
Road & Bridge Pct. 4							
Current Taxes	174,655	396,896	149,414	6,780	727,745	755,638	27,893
Delinquent Taxes	2,805	983	687	373	4,848	8,148	3,300
Intergovernmental Revenue	-	-	-	-	-	8,000	8,000
Auto Registration Fees	-	78,606	-	-	78,606	575,000	496,394
Road & Bridge Fees	117,910	35,511	38,695	56,516	248,632	500,000	251,368
Sales, Rentals & Services	203,544	661	(99,268)	-	104,937	-	(104,937)
Fines and Forfeitures	27,866	9,858	12,581	14,361	64,666	225,000	160,334
Other Revenue	-	-	-	-	-	-	-



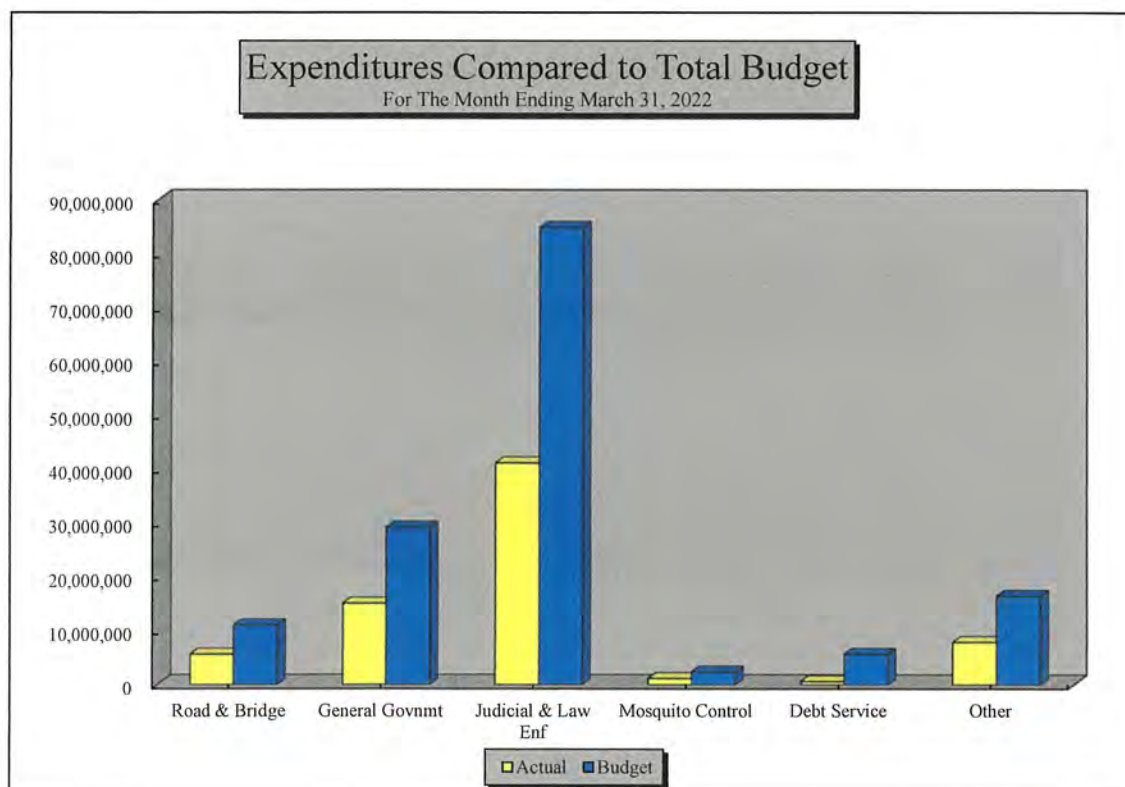
Jefferson County, Texas  
Statement of Revenues - Compared With Budget Allocation  
For The Month Ending March 31, 2022

	October 2021 -December	January	February	March	Cumulative Total	Annual Budget	Unrealized Balance
Engineering Fund							
Current Taxes	\$ 267,589	\$ 608,083	\$ 228,916	\$ 10,387	\$ 1,114,975	\$ 1,157,711	\$ 42,736
Delinquent Taxes	3,954	1,385	968	526	6,833	11,484	4,651
Licenses and Permits	750	-	2,000	-	2,750	3,000	250
Sales, Rentals & Services	-	-	-	-	-	1,000	1,000
Parks & Recreation							
Current Taxes	9,087	20,651	7,774	353	37,865	39,316	1,451
Delinquent Taxes	43	15	10	6	74	124	50
Sales, Rentals & Services	17,338	4,388	3,494	4,780	30,000	80,060	50,060
General Fund							
Current Taxes	18,464,131	41,958,861	15,795,641	716,718	76,935,351	79,883,216	2,947,865
Delinquent Taxes	297,177	104,092	72,757	39,557	513,583	863,189	349,606
Sales Taxes	2,931,490	3,035,025	2,880,398	3,186,792	12,033,705	29,580,000	17,546,295
Other Taxes	-	-	-	-	-	27,000	27,000
Licenses and Permits	69,396	36,663	38,533	38,400	182,992	400,000	217,008
Intergovernmental Revenue	252,734	29,432	39,065	112,865	434,096	1,057,784	623,688
Fees of Office	906,841	306,649	332,541	312,029	1,858,060	3,573,610	1,715,550
Other Sales, Rentals & Svcs.	887,859	(14,082)	(136,719)	199,766	936,824	2,327,865	1,391,041
Fines & Forfeitures	80,372	53,758	54,295	47,947	236,372	675,000	438,628
Interest	40,076	13,802	34,152	32,688	120,718	130,000	9,282
Other Revenue	-	-	-	-	-	-	-
Mosquito Control Fund							
Current Taxes	413,508	939,677	353,746	16,051	1,722,982	1,789,022	66,040
Delinquent Taxes	7,997	2,801	1,958	1,065	13,821	23,229	9,408
Sales, Rentals & Services	-	-	-	-	-	-	-
Tobacco Settlement Fund							
Interest	1,503	328	778	784	3,393	4,800	1,407
Debt Service							
Current Taxes	1,314,051	2,986,123	1,124,142	51,007	5,475,323	5,488,265	12,942
Delinquent Taxes	23,287	8,130	5,563	2,923	39,903	66,503	26,600
Interest	480	453	1,367	1,393	3,693	7,900	4,207
Other, Sales, Rentals & Svcs.	-	-	-	-	-	-	-
Total	\$ 27,576,742	\$ 52,292,780	\$ 21,591,946	\$ 5,095,077	\$ 106,556,545	\$ 135,814,134	\$ 29,257,589



Jefferson County, Texas  
Statement of Expenditures - Compared With Budget Allocation - 50% of Budget Expended  
For The Month Ending March 31, 2022

	Cumulative Actual	Annual Budget	Unencumbered Balance	Percentage Unencumbered
Jury Fund	\$ 200,066	\$ 677,274	\$ 477,208	70.46%
Road & Bridge Funds	5,051,088	9,646,470	4,595,382	47.64%
Engineering Fund	542,811	1,299,471	756,660	58.23%
Parks & Recreation Fund	86,894	212,644	125,750	59.14%
General Fund:				
General Government	15,173,893	29,315,359	14,141,466	48.24%
Judicial	9,959,553	21,464,363	11,504,810	53.60%
Law Enforcement	31,071,291	62,706,689	31,635,398	50.45%
Education	180,594	459,866	279,272	60.73%
Health & Welfare	4,260,518	9,287,178	5,026,660	54.12%
Maintenance	2,270,805	4,494,859	2,224,054	49.48%
Other	1,035,080	2,148,889	1,113,809	51.83%
Mosquito Control Fund	1,165,386	2,397,570	1,232,184	51.39%
Tobacco Settlement	200,000	200,000	-	-
Debt Service Funds	598,350	5,710,850	5,112,500	89.52%
	<u>\$ 71,796,329</u>	<u>\$ 150,021,482</u>	<u>\$ 78,225,153</u>	<u>52.14%</u>



Jefferson County, Texas  
Statement of Expenditures - Compared With Budget Allocation  
For The Month Ending March 31, 2022

	October 2021					Cumulative	Annual	Unencumbered
	December	January	February	March	Encumbrances	Total	Budget	Balance
Jury Fund	\$ 106,368	\$ 17,895	\$ 17,619	\$ 45,053	\$ 13,131	\$ 200,066	\$ 677,274	\$ 477,208
Road & Brdg Pct. 1	481,308	100,845	110,366	323,412	272,466	1,288,397	2,430,829	1,142,432
Road & Brdg Pct. 2	391,805	116,333	165,732	118,890	417,280	1,210,040	2,251,072	1,041,032
Road & Brdg Pct. 3	491,853	124,290	137,120	128,785	282,575	1,164,623	2,449,913	1,285,290
Road & Brdg Pct. 4	729,381	137,229	(963)	138,142	384,239	1,388,028	2,514,656	1,126,628
Engineering	300,017	79,141	78,015	80,895	4,743	542,811	1,299,471	756,660
Parks & Recreation	24,251	7,155	18,955	21,274	15,259	86,894	212,644	125,750
Tax Assessor/Coll.	1,111,564	298,105	318,277	308,570	10,052	2,046,568	4,537,630	2,491,062
Human Resources	125,429	37,223	37,164	39,705	2,035	241,556	509,503	267,947
County Auditor	480,258	123,538	124,756	121,977	6,043	856,572	1,715,715	859,143
County Clerk	577,213	110,516	207,757	160,557	5,086	1,061,129	2,539,787	1,478,658
County Judge	255,433	70,551	73,125	81,037	466	480,612	1,030,545	549,933
Risk Management	79,443	23,148	21,256	14,683	-	138,530	296,039	157,509
County Treasurer	110,924	31,824	33,173	32,652	49	208,622	431,176	222,554
Printing Department	29,530	10,166	9,308	13,232	10,405	72,641	161,128	88,487
Purchasing Department	158,196	46,815	46,049	49,241	18,293	318,594	639,478	320,884
General Services	3,547,264	941,124	1,682,891	755,695	132,490	7,059,464	13,061,955	6,002,491
MIS	1,302,020	164,339	170,798	242,338	101,712	1,981,207	3,215,839	1,234,632
Voter's Registration	67,912	8,026	20,083	11,764	-	107,785	206,119	98,334
Elections	280,711	34,678	53,446	195,664	36,114	600,613	970,445	369,832
District Attorney	1,982,663	573,244	580,180	561,594	11,829	3,709,510	7,784,691	4,075,181
District Clerk	572,178	167,946	171,406	170,291	21,451	1,103,272	2,259,985	1,156,713
Criminal Dist. Court	327,143	112,567	133,496	113,005	164	686,375	1,613,696	927,321
58th Dist. Court	82,544	23,908	23,962	24,386	165	154,965	334,885	179,920
60th Dist. Court	89,011	25,986	25,971	25,687	1,875	168,530	352,759	184,229
136th Dist. Court	89,491	25,960	25,765	25,743	-	166,959	350,653	183,694
172nd Dist. Court	84,607	28,160	24,558	24,549	160	162,034	339,758	177,724
252nd Dist. Court	245,807	73,965	107,572	85,634	143	513,121	1,198,108	684,987
279th Dist. Court	118,256	33,663	42,102	31,250	233	225,504	480,477	254,973
317th Dist. Court	185,829	56,906	76,747	60,178	1,762	381,422	853,261	471,839
J.P. Pct. 1 Pl 1	100,778	28,983	29,352	30,480	490	190,083	441,548	251,465
J.P. Pct. 1 Pl 2	113,420	33,459	33,421	33,586	-	213,886	441,829	227,943
J.P. Pct. 2	79,878	22,933	23,391	23,340	396	149,938	390,871	240,933
J.P. Pct. 4	107,898	31,225	32,118	31,539	1,232	204,012	433,137	229,125
J.P. Pct. 6	104,829	29,600	27,826	28,678	86	191,019	431,432	240,413
J.P. Pct. 7	102,450	30,035	29,589	29,777	238	192,089	426,782	234,693
J.P. Pct. 8	101,059	29,545	28,140	27,637	1,180	187,561	419,914	232,353
Cnty. Court at Law 1	143,961	42,436	42,708	43,373	32	272,510	564,082	291,572
Cnty. Court at Law 2	149,602	40,931	61,474	52,051	363	304,421	669,176	364,755
Cnty. Court at Law 3	229,360	59,892	69,622	65,424	638	424,936	830,727	405,791
Court Master	119,867	34,453	37,214	33,570	-	225,104	558,123	333,019

Jefferson County, Texas  
Statement of Expenditures - Compared With Budget Allocation  
For The Month Ending March 31, 2022

	October 2021					Cumulative	Annual	Unencumbered
	December	January	February	March	Encumbrances	Total	Budget	Balance
Dispute Resolution	\$ 62,682	\$ 25,874	\$ 21,914	\$ 20,802	\$ 1,030	\$ 132,302	\$ 288,469	\$ 156,167
Comm. Supervision	1,560	124	6,572	520	-	8,776	19,408	10,632
Sheriff's Dept.	4,027,015	1,160,639	1,155,181	1,150,250	369,077	7,862,162	16,375,126	8,512,964
Crime Lab	405,609	93,600	105,963	106,361	10,593	722,126	1,693,414	971,288
Jail	8,363,570	2,563,996	3,105,200	3,017,788	1,424,337	18,474,891	35,436,488	16,961,597
Juvenile Probation	378,171	111,263	113,304	111,190	3,459	717,387	1,784,885	1,067,498
Juvenile Detention	505,494	160,662	159,215	168,908	96,232	1,090,511	2,457,441	1,366,930
Constable Pct. 1	213,294	62,099	65,051	63,260	4,996	408,700	869,982	461,282
Constable Pct. 2	125,619	36,335	36,895	35,825	10,011	244,685	618,066	373,381
Constable Pct. 4	129,699	36,625	37,662	37,067	295	241,348	526,675	285,327
Constable Pct. 6	146,983	43,346	44,169	44,221	5,475	284,194	629,803	345,609
Constable Pct. 7	137,492	40,564	40,710	40,467	156	259,389	542,432	283,043
Constable Pct. 8	134,150	39,495	39,714	39,114	37,815	290,288	577,969	287,681
County Morgue	110,525	111,909	228,331	13,544	2,525	466,834	1,175,000	708,166
Agriculture Ext.	92,750	30,275	30,364	26,512	693	180,594	459,866	279,272
Public Health # 1	307,748	83,383	146,132	100,955	9,403	647,621	1,527,160	879,539
Public Health # 2	315,119	94,837	100,163	90,343	3,878	604,340	1,419,100	814,760
Nurse Practitioner	86,218	25,753	25,778	26,728	7,862	172,339	365,532	193,193
Child Welfare	20,673	11,427	9,827	6,542	-	48,469	120,000	71,531
Env. Control	96,162	23,630	23,809	24,825	615	169,041	461,574	292,533
Ind. Medical Svcs.	291,051	113,853	1,901,367	107,454	90,465	2,504,190	5,134,880	2,630,690
Emergency Mgmt.	60,322	19,185	17,580	17,431	-	114,518	258,932	144,414
Beaumont Maintenance	464,450	178,405	245,565	188,788	579,460	1,656,668	3,274,779	1,618,111
Port Arthur Maint.	170,583	56,323	61,662	58,369	123,218	470,155	959,846	489,691
Mid-County Maint.	49,343	18,877	20,302	19,926	35,534	143,982	260,234	116,252
Service Center	273,937	93,660	138,999	122,105	240,852	869,553	1,241,410	371,857
Veteran Service	86,159	25,488	28,217	25,663	-	165,527	348,165	182,638
Mosquito Control	349,447	90,106	259,772	89,091	376,970	1,165,386	2,397,570	1,232,184
Tobacco Settlement	200,000	-	-	-	-	200,000	200,000	-
Debt Service Funds	-	598,350	-	-	-	598,350	5,710,850	5,112,500
Contingency	-	-	-	-	-	-	559,314	559,314
<b>Total</b>	<b>\$ 33,387,336</b>	<b>\$ 9,938,821</b>	<b>\$ 13,120,959</b>	<b>\$ 10,159,387</b>	<b>\$ 5,189,826</b>	<b>\$ 71,796,329</b>	<b>\$ 150,021,482</b>	<b>\$ 78,225,153</b>

Jefferson County, Texas  
Statement of Bonded Indebtedness  
For The Month Ending March 31, 2022

Issue	Beginning Amount Outstanding	2021-2022 Requirements				2021-2022 Payments				Ending Amount Outstanding
		Principal	Interest	Fees	Total	Principal	Interest	Fees	Total	
2012 Refunding Bonds	\$ 16,925,000	\$ 3,965,000	\$ 670,450	\$ 2,500	\$ 4,637,950	\$ -	\$ 335,225	\$ 1,400	\$ 336,625	\$ 16,925,000
2019 Certificates of Obligation	14,370,000	550,000	520,400	2,500	1,072,900	-	260,200	1,525	261,725	14,370,000
	<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>\$ -</u>	<u>\$ 595,425</u>	<u>\$ 2,925</u>	<u>\$ 598,350</u>	<u>\$ 31,295,000</u>

Jefferson County, Texas  
Statement of Transfers In and Out  
For The Month Ending March 31, 2022

	<u>Fund</u>	<u>Transfers In</u>	<u>Transfers Out</u>
120	General Fund	-	542,113 (a)
120	General Fund	-	217,934 (b)
230	Community Supervision Fund	-	35,643 (a)
239	Drug Diversion Program	35,643 (a)	-
241	Sheriff Department Grants	917 (b)	-
245	Crime Victim's Clearing	120,194 (b)	-
257	Auto Theft Grant	12,875 (b)	-
282	VAWA Fund	24,309 (b)	-
550	SETEC Fund	542,113 (a)	-
865	Marine Division	-	118,150 (b)
876	Sheriff-Spindletop Grant	59,639 (b)	-
884	2020 Port Security Grant	108,165 (b)	-
884	2021 Port Security Grant	9,985 (b)	-
		<u>\$913,840</u>	<u>\$913,840</u>

(a) Budgeted Transfer

(b) Grant Match

Jefferson County, Texas  
Statement of Comp-Time Liability  
For The Second Quarter - March 31, 2022

Department	Cumulative Hours	Current Liability
Road & Bridge # 1	182.25	\$ 5,068.75
Road & Bridge # 2	404.67	11,623.23
Road & Bridge # 3	343.45	9,350.70
Road & Bridge # 4	76.65	2,020.32
Engineering	80.75	2,624.71
Tax Assessor/Collector	245.36	5,849.19
County Auditor	104.19	3,530.41
County Clerk	289.68	6,684.74
County Judge	69.13	2,011.70
Treasurer	0.01	0.11
Printing	0.55	15.18
Purchasing Department	8.75	206.68
MIS	475.06	15,728.02
Voter Registration	19.39	528.51
Elections Department	288.51	7,287.50
District Attorney	-	-
District Clerk	636.25	15,177.52
Criminal District Court	89.51	2,583.05
58th District Court	1.63	46.89
252nd District Court	2.37	81.66
279th District Court	-	-
317th District Court	0.01	0.13
Justice of Peace Pct. 1 Pl. 1	28.01	686.12
Justice of Peace Pct. 1 Pl. 2	225.25	5,564.44
Justice of Peace Pct. 2	-	-
Justice of Peace Pct. 4	0.01	0.14
Justice of Peace Pct. 6	0.87	20.11
Justice of Peace Pct. 7	50.38	1,408.03
Justice of Peace Pct. 8	3.00	83.85
County Court at Law #2	17.76	500.87
County Court at Law #3	0.01	0.10
Court Master	0.01	0.12
Dispute Resolution Center	99.87	1,995.74
Sheriff's Department	13,908.69	528,795.65
Crime Lab	193.35	7,521.42
Correctional Facility	12,880.19	372,769.20
Juvenile Probation	47.81	1,032.62
Juvenile Detention Home	248.48	4,696.16
Constable Pct. 1	127.51	3,414.44



Jefferson County, Texas  
Statement of Comp-Time Liability  
For The Second Quarter - March 31, 2022

Department	Cumulative Hours	Current Liability
Constable Pct. 2	12.00	\$ 528.42
Constable Pct. 4	137.75	6,065.77
Constable Pct. 6	49.56	1,669.19
Constable Pct. 7	16.29	601.42
Constable Pct. 8	36.00	1,080.05
Public Health No. 1	26.00	480.05
Public Health No. 2	6.94	126.91
Environmental Control	-	-
Indigent Health	-	-
Emergency Management	78.75	2,595.36
Mosquito Control	113.66	2,484.26
Maintenance - Beaumont	226.33	5,201.38
Maintenance - Port Arthur	78.50	2,124.94
Maintenance- Mid County	53.75	1,371.05
Service Center	25.50	666.20
Veterans' Services Office	0.63	16.57
Airport	1,054.86	23,403.73
Visitors' Center	34.63	540.60
Grant A Basic Probation	10.51	210.55
Grant A Mental Health Service	0.01	0.15
Grant A Community Programs	74.50	1,522.04
Grant A Pre and Post Adjudication	-	-
Community Supervision	239.15	5,448.46
Adult Surveillance Program	-	-
Community Corrections	19.76	386.69
High Need Program	14.00	319.53
TJPC Grant Contract M	9.75	194.11
Drug Diversion	30.08	523.70
Juvenile Probation and Detention	127.50	1,841.54
Mentally Impaired Offender	3.00	64.88
Sheriff Mental Health County	42.25	1,575.99
Auto Theft	123.00	4,388.87
Sheriff Mental Health Liason	148.25	5,000.74
Marine Division	3,323.13	127,388.13
Courthouse Security	252.50	9,998.72
Total	37,517.91	\$ 1,226,728.01
Comp-Time Liability at 3/31/21	35,506.66	\$1,112,674.56

PGM: GMCOMMV2	DATE	PAGE: 1
NAME	04-26-2022	168
	AMOUNT	CHECK NO. TOTAL
JURY FUND		
CHAPMAN VENDING	97.08	494641
ROAD & BRIDGE PCT.#1		97.08**
HEAD & GUILD PARTS INC	229.88	494481
M&D SUPPLY	34.33	494488
TAC - TEXAS ASSN. OF COUNTIES	230.00	494507
ATTABOY TERMITE & PEST CONTROL	10.30	494568
GULF COAST	1,278.90	494616
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	494632
		1,882.41**
ROAD & BRIDGE PCT.#2		
ABLE FASTENER, INC.	63.97	494456
AUDILET TRACTOR SALES	201.40	494463
BETA TECHNOLOGY	196.86	494465
CERTIFIED LABORATORIES	549.65	494467
MUNRO'S	40.00	494490
S.E. TEXAS BUILDING SERVICE	346.66	494501
W. JEFFERSON COUNTY M.W.D.	27.67	494513
CONSOLIDATED TRAFFIC CONTROLS, INC	7,396.00	494518
BUMPER TO BUMPER	503.67	494554
CENTERPOINT ENERGY RESOURCES CORP	127.01	494556
NEW WAVE WELDING TECHNOLOGY	7.75	494563
ASCO	125.64	494586
CY-FAIR TIRE	494.12	494615
GULF COAST	602.10	494616
BASE-SEAL INTERNATIONAL INC	8,470.00	494619
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	494632
WASHINGTON COUNTY TRACTOR, INC	25.80	494643
		19,277.30**
ROAD & BRIDGE PCT. # 3		
SPIDLE & SPIDLE	3,278.06	494458
ENTERGY	42.24	494479
MUNRO'S	15.15	494490
VULCAN MATERIALS CO.	5,601.24	494512
SAM'S CLUB DIRECT	83.20	494582
SHOPPA'S FARM SUPPLY	318.66	494597
GERALD T PELTIER JR	200.00	494617
		9,538.55**
ROAD & BRIDGE PCT.#4		
COASTAL WELDING SUPPLY	74.40	494470
RB EVERETT & COMPANY, INC.	3,076.76	494473
T. JOHNSON INDUSTRIES, INC.	112.50	494484
M&D SUPPLY	552.79	494488
MUNRO'S	200.06	494490
SMART'S TRUCK & TRAILER, INC.	39.00	494500
AT&T	82.12	494504
DEPARTMENT OF INFORMATION RESOURCES	.06	494523
LD CONSTRUCTION	300.98	494567
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	494632
		4,537.67**
ENGINEERING FUND		
CANON SOLUTIONS AMERICA INC	159.72	494585
FUNCTION 4 LLC - WELLS FARGO FINANC	275.00	494632
		434.72**
PARKS & RECREATION		
SPRINT WASTE SERVICES LP	771.65	494592
		771.65**
GENERAL FUND		
TAX OFFICE		
ACE IMAGEWEAR	39.42	494499
DEPARTMENT OF INFORMATION RESOURCES	.11	494523
UNITED STATES POSTAL SERVICE	610.01	494536
TEXAS COMPTROLLER OF PUBLIC ACCOUNT	40.00	494566



PGM: GMCOMMV2	DATE 04-26-2022	PAGE: 2 169
NAME	AMOUNT	CHECK NO. TOTAL
ROCHESTER ARMORED CAR CO INC	378.40	494571
FUNCTION 4 LLC - WELLS FARGO FINANC	396.00	494632
COUNTY HUMAN RESOURCES		1,463.94*
PINNACLE MEDICAL MANAGEMENT CORP	150.00	494492
UNITED STATES POSTAL SERVICE	6.45	494536
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	494632
AUDITOR'S OFFICE		255.45*
UNITED STATES POSTAL SERVICE	6.91	494536
FUNCTION 4 LLC - WELLS FARGO FINANC	211.00	494632
COUNTY CLERK		217.91*
OFFICE DEPOT	165.52	494491
UNITED STATES POSTAL SERVICE	153.19	494536
THOMSON REUTERS-WEST	196.00	494588
FUNCTION 4 LLC - WELLS FARGO FINANC	409.00	494632
COUNTY JUDGE		923.71*
ANITA F. PROVO	500.00	494494
ROCKY LAWDERMILK	500.00	494545
LANGSTON ADAMS	500.00	494546
JERRY JOHN BRAGG	500.00	494570
JOSEPH MUCKLERROY	500.00	494603
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	494632
THE BRINKLEY LAW FIRM, PC	1,000.00	494648
RISK MANAGEMENT		3,599.00*
UNITED STATES POSTAL SERVICE	.46	494536
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	494632
COUNTY TREASURER		99.46*
UNITED STATES POSTAL SERVICE	238.75	494536
PRINTING DEPARTMENT		238.75*
LINDENMEYR MUNROE	296.17	494635
PURCHASING DEPARTMENT		296.17*
UNITED STATES POSTAL SERVICE	51.58	494536
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	494632
GENERAL SERVICES		150.58*
SPINDLETOP MHMR	34,666.91	494487
ADVANCED STAFFING	97.50	494515
ARMOR SHRED	3,983.88	494564
ROCHESTER ARMORED CAR CO INC	6,356.94	494571
K2 TOWERS III, LLC	2,435.00	494649
MCKENNA BAKER	34.50	494655
DATA PROCESSING		47,574.73*
CDW COMPUTER CENTERS, INC.	460.74	494517
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	494632
VOTERS REGISTRATION DEPT		559.74*
UNITED STATES POSTAL SERVICE	182.13	494536
ELECTIONS DEPARTMENT		182.13*
THE EXAMINER	990.00	494474
OFFICE DEPOT	240.13	494491
DEPARTMENT OF INFORMATION RESOURCES	.10	494523
UNITED STATES POSTAL SERVICE	271.36	494536

PGM: GMCOMMV2	DATE 04-26-2022	PAGE: 3
NAME	AMOUNT	CHECK NO. TOTAL
BAY TECH LABEL, INC.	103.97	494547
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	494632
DISTRICT ATTORNEY		1,704.56*
KIRKSEY'S SPRINT PRINTING	24.95	494486
OFFICE DEPOT	644.20	494491
TEXAS DISTRICT & COUNTY ATTY ASSN.	350.00	494508
UNITED STATES POSTAL SERVICE	82.42	494536
THOMSON REUTERS-WEST	3,477.23	494588
CIOX HEALTH	160.92	494604
FUNCTION 4 LLC - WELLS FARGO FINANC	508.00	494632
DISTRICT CLERK		5,247.72*
UNITED STATES POSTAL SERVICE	331.84	494536
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	494632
CRIMINAL DISTRICT COURT		430.84*
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	494632
58TH DISTRICT COURT		198.00*
UNITED STATES POSTAL SERVICE	11.13	494536
THOMSON REUTERS-WEST	114.00	494588
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	494632
60TH DISTRICT COURT		224.13*
SOUTHWEST BUILDING SYSTEMS	342.81	494502
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	494632
172ND DISTRICT COURT		441.81*
UNITED STATES POSTAL SERVICE	99.46	494536
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	494632
252ND DISTRICT COURT		99.46*
TODD W LEBLANC	800.00	494457
THOMAS J. BURBANK PC	800.00	494466
WENDELL RADFORD	12,375.00	494495
UNITED STATES POSTAL SERVICE	155.57	494536
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	494632
279TH DISTRICT COURT		14,229.57*
PHILLIP DOWDEN	1,430.00	494460
GERMER PLLC	176.00	494520
JONATHAN L. STOVALL	1,100.00	494573
THOMSON REUTERS-WEST	57.00	494588
WILLIAM FORD DISHMAN	660.00	494591
MATUSKA LAW FIRM	330.00	494593
SHELANDER LAW OFFICE	330.00	494642
317TH DISTRICT COURT		4,083.00*
CASH ADVANCE ACCOUNT	873.92	494483
NATHAN REYNOLDS, JR.	330.00	494496
KEVIN S. LAINE	325.00	494516
CHARLES ROJAS	300.00	494522
GLEN M. CROCKER	1,650.00	494540
WILLIAM FORD DISHMAN	1,970.00	494591
MATUSKA LAW FIRM	350.00	494593
TARA SHELANDER	1,500.00	494595
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	494632
JUSTICE COURT-PCT 1 PL 1		7,397.92*
KIRKSEY'S SPRINT PRINTING	24.95	494486
UNITED STATES POSTAL SERVICE	19.68	494536
NAOMI DOYLE	39.05	494609

PGM: GMCOMMV2	DATE 04-26-2022	PAGE: 4
NAME	AMOUNT	CHECK NO.
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	494632
DIANA RAMIREZ	39.05	494657
JUSTICE COURT-PCT 1 PL 2		
UNITED STATES POSTAL SERVICE	27.66	494536
JUSTICE COURT-PCT 4		
AT&T	82.12	494505
DEPARTMENT OF INFORMATION RESOURCES	.05	494523
JUSTICE COURT-PCT 6		
OFFICE DEPOT	468.58	494491
UNITED STATES POSTAL SERVICE	27.82	494536
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	494632
JUSTICE COURT-PCT 7		
DEPARTMENT OF INFORMATION RESOURCES	.18	494523
JUSTICE OF PEACE PCT. 8		
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	494632
COUNTY COURT AT LAW NO.1		
THOMSON REUTERS-WEST	57.00	494588
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	494632
COUNTY COURT AT LAW NO. 2		
THOMAS J. BURBANK PC	250.00	494466
NATHAN REYNOLDS, JR.	250.00	494496
UNITED STATES POSTAL SERVICE	21.09	494536
SIERRA SPRING WATER CO. - BT	74.34	494538
LANGSTON ADAMS	400.00	494546
MATUSKA LAW FIRM	250.00	494593
THE MAYO LAW FIRM PLLC	250.00	494605
LAW OFFICE OF CHARLES MCINTOSH	250.00	494621
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	494632
CARRIER & ALLISON LAW GROUP PC	250.00	494634
THE WALKER LAW FIRM	400.00	494646
COUNTY COURT AT LAW NO. 3		
TODD W LEBLANC	400.00	494457
MARVA PROVO	500.00	494493
UNITED STATES POSTAL SERVICE	25.42	494536
KIMBERLY PHELAN, P.C.	500.00	494558
MATUSKA LAW FIRM	550.00	494593
JARED GILTHORPE	250.00	494596
COURT MASTER		
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	494632
MEDIATION CENTER		
MARKET BASKET	259.21	494489
UNITED STATES POSTAL SERVICE	5.07	494536
COMMUNITY SUPERVISION		
FUNCTION 4 LLC - WELLS FARGO FINANC	396.00	494632
SHERIFF'S DEPARTMENT		
FED EX	43.01	494475
FED EX	56.27	494476
HARBOR FREIGHT TOOLS	59.55	494480
CASH ADVANCE ACCOUNT	975.32	494483

TOTAL 171

221.73\*

27.66\*

82.17\*

595.40\*

.18\*

99.00\*

156.00\*

2,494.43\*

2,225.42\*

99.00\*

264.28\*

396.00\*

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NAME	AMOUNT	CHECK NO. TOTAL
OFFICE DEPOT	364.80	494491
DEPARTMENT OF INFORMATION RESOURCES	537.59	494523
VERIZON WIRELESS	3,457.09	494533
UNITED STATES POSTAL SERVICE	1,005.28	494536
SHI GOVERNMENT SOLUTIONS, INC.	120.33	494539
GALLS LLC	1,095.75	494599
AXON ENTERPRISE INC	1,458.00	494606
LAKE COUNTRY CHEVROLET, INC.	35,851.00	494611
FUNCTION 4 LLC - WELLS FARGO FINANC	495.00	494632
CRIME LABORATORY		45,518.99*
AGILENT TECHNOLOGIES	43.50	494459
FED EX	200.14	494477
FISHER SCIENTIFIC	128.80	494478
OFFICE DEPOT	164.32	494491
THERMAL SCIENTIFIC, INC.	415.00	494509
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	494632
AMY COMER	25.00	494654
JAIL - NO. 2		1,075.76*
BELL FENCE MFG. CO.	140.89	494464
CITY OF BEAUMONT - WATER DEPT.	17,574.61	494468
M&D SUPPLY	153.07	494488
OFFICE DEPOT	486.47	494491
AT&T	1,390.19	494504
DEPARTMENT OF INFORMATION RESOURCES	.14	494523
LOWE'S HOME CENTERS, INC.	39.79	494544
TEXAS GAS SERVICE	889.77	494549
WORLD FUEL SERVICES	2,035.71	494569
NORTHERN TOOL AND EQUIPMENT	52.00	494578
EPIC CARD SERVICES LLC	1,468.06	494581
SAM'S CLUB DIRECT	584.19	494582
MATERA PAPER COMPANY INC	563.08	494587
THOMSON REUTERS-WEST	210.00	494588
JOHN CHATELAIN II	26.43	494589
24 HR SAFETY LLC	120.00	494594
GALLS LLC	2,956.11	494599
FUNCTION 4 LLC - WELLS FARGO FINANC	818.00	494632
LIBERTY GOLF CARS	566.00	494639
JUVENILE PROBATION DEPT.		30,074.51*
FUNCTION 4 LLC - WELLS FARGO FINANC	297.00	494632
JUVENILE DETENTION HOME		297.00*
CITY OF BEAUMONT - WATER DEPT.	3,265.90	494468
EPS	280.00	494472
CENTERPOINT ENERGY RESOURCES CORP	187.99	494556
GULF COAST ELECTRIC CO., INC.	800.00	494562
A1 FILTER SERVICE COMPANY	183.79	494579
AMERICAN RED CROSS	210.00	494598
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	494632
CONSTABLE PCT 1		5,026.68*
TEXAS STATE UNIVERSITY SAN MARS	165.00	494503
UNITED STATES POSTAL SERVICE	31.73	494536
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	494632
CONSTABLE-PCT 4		295.73*
AT&T	41.06	494504
CONSTABLE-PCT 6		41.06*
UNITED STATES POSTAL SERVICE	12.47	494536
CONSTABLE PCT. 8		12.47*
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	494632
AGRICULTURE EXTENSION SVC		99.00*

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NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	68.23	494536	
TEXAS AGRILIFE EXTENSION SERVICE	105.00	494561	
TYLER FITZGERALD	60.84	494613	
FUNCTION 4 LLC - WELLS FARGO FINANC	211.00	494632	
HEALTH AND WELFARE NO. 1			445.07*
MCKESSON MEDICAL-SURGICAL INC	665.12	494521	
UNITED STATES POSTAL SERVICE	38.33	494536	
THOMSON REUTERS-WEST	152.60	494588	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	494632	
EZEA D EDE MD	3,245.08	494633	
HEALTH AND WELFARE NO. 2			4,299.13*
THOMSON REUTERS-WEST	152.60	494588	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	494632	
EZEA D EDE MD	3,245.08	494633	
NURSE PRACTITIONER			3,595.68*
SERVET MUHITTIN SATIR	1,000.00	494640	
ENVIRONMENTAL CONTROL			1,000.00*
UNITED STATES POSTAL SERVICE	348.00	494537	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	494632	
INDIGENT MEDICAL SERVICES			447.00*
CARDINAL HEALTH 110 INC	24,668.66	494590	
EMERGENCY MANAGEMENT			24,668.66*
VERIZON WIRELESS	150.00	494534	
MAINTENANCE-BEAUMONT			150.00*
THE LABICHE ARCHITECTURAL GROUP	675.00	494462	
M&D SUPPLY	12.22	494488	
SANITARY SUPPLY, INC.	1,811.17	494498	
ACE IMAGEWEAR	208.40	494499	
DEPARTMENT OF INFORMATION RESOURCES	1,145.11	494523	
FLOOR CARE & INTERIOR	1,380.00	494607	
AT&T CORP	5,386.70	494638	
MAINTENANCE-PORT ARTHUR			10,618.60*
BETA TECHNOLOGY	465.51	494465	
COASTAL WELDING SUPPLY	331.54	494470	
DEPARTMENT OF INFORMATION RESOURCES	8.22	494523	
LESLIE'S SWIMMING POOL SUPPLIES	108.88	494614	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	494632	
MAINTENANCE-MID COUNTY			1,013.15*
RITTER @ HOME	33.76	494497	
ACE IMAGEWEAR	74.44	494499	
S.E. TEXAS BUILDING SERVICE	4,341.67	494501	
LOWE'S HOME CENTERS, INC.	37.99	494544	
CENTERPOINT ENERGY RESOURCES CORP	125.95	494556	
SERVICE CENTER			4,613.81*
SPIDLE & SPIDLE	11,476.82	494458	
J.K. CHEVROLET CO.	1,003.30	494482	
KINSEL FORD, INC.	1,729.77	494485	
JEFFERSON CTY. TAX OFFICE	7.50	494525	
JEFFERSON CTY. TAX OFFICE	7.50	494526	
JEFFERSON CTY. TAX OFFICE	16.75	494527	
JEFFERSON CTY. TAX OFFICE	16.75	494528	
JEFFERSON CTY. TAX OFFICE	16.75	494529	
JEFFERSON CTY. TAX OFFICE	16.75	494530	

PGM: GMCOMMV2	DATE 04-26-2022	PAGE: 7
NAME	AMOUNT	CHECK NO. TOTAL
JEFFERSON CTY. TAX OFFICE	7.50	494531
JEFFERSON CTY. TAX OFFICE	7.50	494532
BUMPER TO BUMPER	426.60	494554
AMERICAN TIRE DISTRIBUTORS	666.40	494565
ATTABOY TERMITE & PEST CONTROL	85.00	494568
ADVANCE AUTO PARTS	228.97	494584
DENNIS LOWE	32.52	494601
KENT BAKER	8.50	494602
		15,754.88*
VETERANS SERVICE		
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	494632
		99.00*
		245,426.03**
MOSQUITO CONTROL FUND		
UNITED PARCEL SERVICE	18.89	494511
CENTERPOINT ENERGY RESOURCES CORP	304.93	494556
		323.82**
J.C. FAMILY TREATMENT		
BEAUMONT OCCUPATIONAL SERVICE, INC.	539.20	494542
MARY BEVIL	1,151.50	494620
		1,690.70**
SECURITY FEE FUND		
CDW COMPUTER CENTERS, INC.	496.00	494517
IDENTISYS	3,175.00	494560
		3,671.00**
LAW LIBRARY FUND		
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	494632
		99.00**
EMPG GRANT		
VERIZON WIRELESS	305.79	494534
FUNCTION 4 LLC - WELLS FARGO FINANC	275.00	494632
		580.79**
GRANT A STATE AID		
OFFICE DEPOT	133.38	494491
HAYS COUNTY	6,107.00	494514
		6,240.38**
COMMUNITY SUPERVISION FND		
DEPARTMENT OF INFORMATION RESOURCES	57.38	494523
UNITED STATES POSTAL SERVICE	94.74	494536
JCCSC	125.00	494572
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	494632
		376.12**
JEFF. CO. WOMEN'S CENTER		
AT&T CORP	8,076.88	494638
		8,076.88**
COMMUNITY CORRECTIONS PRG		
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	494632
		99.00**
DRUG DIVERSION PROGRAM		
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	494632
		99.00**
COUNTY CLERK - RECORD MGT		
SOUTHERN COMPUTER WAREHOUSE	353.14	494461
		353.14**
DEPT STATE HEALTH GRANT		
IMELDA TRISTAN	4,300.00	494651
MARCUS LAMBERT	4,300.00	494652
		8,600.00**
HOTEL OCCUPANCY TAX FUND		

PGM: GMCOMMV2	DATE 04-26-2022	PAGE: 8
NAME	AMOUNT	CHECK NO.
CITY OF PORT ARTHUR	19,988.00	494469
ENTERGY	1,368.13	494479
CASH ADVANCE ACCOUNT	864.74	494483
MUNRO'S	163.28	494490
ULINE SHIPPING SUPPLY SPECIALI	60.00	494510
MUSEUM OF THE GULF COAST	8,800.00	494519
DEPARTMENT OF INFORMATION RESOURCES	2.30	494523
ART MUSEUM OF SOUTHEAST TEXAS	4,000.00	494541
SOUTHEAST TEXAS BASEBALL/ACADEMY	16,320.00	494543
SOUTHEAST TEXAS ARTS COUNCIL	4,000.00	494548
FIRE MUSEUM OF TEXAS	950.00	494550
BEAUMONT CONVENTION & VISITOR BUREA	45,000.00	494551
BEAUMONT CONVENTION & VISITOR BUREA	26,790.00	494552
LAMAR STATE COLLEGE/PORT ARTHUR	1,500.00	494553
LA RUE ROUGEAU	145.08	494559
PORT ARTHUR CONVENTION & TOURIST	16,790.00	494576
PORT ARTHUR CONVENTION & TOURIST	7,500.00	494577
BEAUMONT COUNCIL OF GARDEN CLUBS	1,500.00	494600
DIAMOND DYNASTY LLC	500.00	494610
STARS OVER TX	500.00	494622
STARS OVER TX	500.00	494623
STARS OVER TX	500.00	494624
STARS OVER TX	500.00	494625
STARS OVER TX	500.00	494626
STARS OVER TX	500.00	494627
STARS OVER TX	500.00	494628
STARS OVER TX	500.00	494629
GOLDEN TRIANGLE AUDUBON SOCIETY	4,237.00	494637
AT&T CORP	264.69	494638
BEAUMONT CHILDREN'S MUSEUM	2,930.00	494644
LION HEARTED	1,155.00	494645
SALT CLUB	1,500.00	494656
		170,328.22**
DISTRICT CLK RECORDS MGMT		
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	494632
		198.00**
AIRPORT FUND		
SPIDLE & SPIDLE	3,612.75	494458
OFFICE DEPOT	73.91	494491
SANITARY SUPPLY, INC.	455.64	494498
SMART'S TRUCK & TRAILER, INC.	67.05	494500
S.E. TEXAS BUILDING SERVICE	4,246.66	494501
SUPERIOR SUPPLY & STEEL	20.00	494524
CENTERPOINT ENERGY RESOURCES CORP	1,100.59	494556
EZ-LINER INDUSTRIES	103.61	494574
COUNTY HOME AND RANCH LP	66.28	494575
CRAWFORD ELECTRIC SUPPLY COMPANY	126.20	494583
TITAN AVIATION FUELS	32,248.03	494612
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	494632
BI-FOLD & HYDRAULIC DOORS OF TEXAS	4,750.00	494650
CHARTER COMMUNICATIONS	115.59	494653
		47,085.31**
AIRPORT IMPROVE. GRANTS		
DELL MARKETING L.P.	3,158.08	494471
		3,158.08**
SE TX EMP. BENEFIT POOL		
EXPRESS SCRIPTS INC	206,979.32	494608
UNITED HEALTHCARE SERVICES INC	1,000.64	494618
BAY BRIDGE ADMINISTRATORS LLC	334,218.48	494636
		542,198.44**
SETEC FUND		
INDUSTRIAL & COMMERCIAL MECHANICAL	1,652.00	494580
		1,652.00**
WORKER'S COMPENSATION FD		
TRISTAR RISK MANAGEMENT	7,650.10	494557
		7,650.10**
ARPA CORONAVIRUS RECOVERY		

PGM: GMCOMMV2	DATE	PAGE: 9
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NAME	AMOUNT	CHECK NO. TOTAL
VERIZON WIRELESS	77.13	494534 77.13**
MARINE DIVISION		
SPORTY'S PILOT SHOP	98.90	494506
VERIZON WIRELESS	151.96	494533
INTERCONTINENTAL JET CORP	517.40	494555
GALLS LLC	496.00	494599 1,264.26**
SHERIFF - COMMISSARY		
WALMART CAPITAL ONE	449.76	494647 449.76**
SHERIFF-SPINDLETOP GRANT		
LAKE COUNTRY CHEVROLET, INC.	33,406.00	494611 33,406.00**
		1,119,488.28***



(2) Polling Location	(6) Judge Party	(7) Judge Name	(17) Alternate Judge Party	(18) Alternate Judge Name
Amelia Elementary School	Democrat	*Helen Britton	Republican	*Kristi Shade
West Brook High School	Democrat	Stella Smith	Republican	*Marcia Cavett
Bevil Oaks City Hall	Republican	*Elizabeth Bordelon	Democrat	Janet Sterling
BISD Administration Building	Republican	Ronnie Mudd	Democrat	Mac English
Dishman Elementary	Republican	*Jackson Adams	Democrat	Deryl Holden
O.C. Mike Taylor Career Center	Democrat	*Laura Grimes	Republican	Nancy Dickey
Precinct 1 Service Center	Republican	Susan Tindall	Democrat	* Althea Gale Courtney
Rogers Park Community Center	Republican	Joan Yates	Democrat	David James
Roy Guess Elementary	Democrat	Deborah Celestine	Republican	*Billie Blackburn
Hebert Library	Republican	*Cynthia Drake	Democrat	Lynell Landry
Jefferson County WCID 10 Fire Station	Republican	Lanora Read	Democrat	Deborah Welch
Groves Public Library	Republican	Blaine Hall	Democrat	*Carolyn Theall
Nederland City Hall	Republican	Linda Sherman	Democrat	Sylvia McDuffie
Jerry Ware Airport Terminal	Republican	*Pat Greene	Democrat	*Josie Widow
Ray Chesson Office Building	Republican	*Chris Betar	Democrat	*Gerald Bob
Jefferson County ESD #4	Republican	Ruth Sherman	Democrat	Rosemary Martin
Marion & Ed Hughes Public Library- Group 1	Republican	Redell Fontenot	Democrat	*Linda Batiste
Port Neches City Hall	Republican	Anna Christian	Democrat	Dorothy Jackson
Groves Activity Building	Republican	Nola Hall	Democrat	Melba LeDoux
DeQueen Elementary	Democrat	Melissa Zambrano	Republican	Randy Chatagnier
Zion Hill Baptist Church**	Democrat	Carolyn Levine	Republican	Tina Woodle
Jefferson County Sub-Courthouse	Democrat	Audry Blanchett	Republican	*Jordan Reese
Former Dowling Elementary Campus	Republican	*David Badgett	Democrat	*Jacquelyn Foreman
O W COLLINS RETIREMENT CENTER	Democrat	*Madita Perez	Republican	*Kim Taylor
Port Arthur Library	Democrat	Azzie Mills	Republican	Kenneth Young
Queen of Vietnam Catholic Church	Democrat	*Edmonia Henderson	Republican	*Danny Miller



R.L. Gabby Eldridge Center	Republican	Anne Ochoa	Democrat	Lorena Jerry
Travis Elementary	Democrat	Craig Guidry	Republican	Marie Errington
Willie Ryman III Community Center	Democrat	Harold Joseph	Republican	*Robert Leger
Alice Keith Park Recreation Center	Democrat	Charlie Mingo	Republican	*MARYA HARRIS
Charlton-Pollard Elementary	Democrat	GREGG PUMPHREY	Republican	*Mary Beth Bowling
Lamar University Montagne Center, Cardinal Club Room**	Democrat	*Wilburean Benard	Republican	*Ruth Gillam
Hamshire VFD & Community Center	Republican	*Stacie Hill	Democrat	*Sheila Henderson
Jefferson County Courthouse	Democrat	*Doris Bishop	Republican	Michelle Bush
MLK Middle School	Democrat	Ray Nelson	Republican	Mark Godley
John Paul Davis Community Center - Group 1	Democrat	Vernon Tubbs	Republican	Donald Keith Gebauer
Precinct 4 Service Center	Republican	*Dotti Curl	Democrat	*Phyllis Bland
Sterling Pruitt Center	Democrat	Katherine Campbell	Republican	*Rodney Pacetti
Theodore Johns Library	Democrat	Edward Clark	Republican	*Glen Rabalais
* Denotes a Replacement Presiding or Alternate Judge				

# NOTICE OF JOINT GENERAL PRIMARY RUNOFF ELECTION DEMOCRATIC PARTY AND REPUBLICAN PARTY

(AVISO DE ELECCION PRIMARIA GENERAL CONJUNTO, PARTIDO DEMOCRATICAS Y PARTIDO REPUBLICANAS)

To the Registered Voters of the County of Jefferson, Texas: *(A los votantes registrados del Condado de Jefferson, Texas:)*

Notice is hereby given that the polling places listed below will be open from 7:00 a.m. to 7:00 p.m., May 24, 2022, for voting in a joint general primary runoff election for the Democratic Party and the Republican Party to nominate federal officers, members of congress, members of the state legislature, and state, district, county and precinct officers; and for the purpose of electing county and precinct chairs.

*(Notifíquese por la presente, que las casillas electorales citadas abajo se abrirán desde las 7:00 a.m. hasta las 7:00 p.m. el 24 de Mayo de 2022 para votar en la elección conjunto primaria general para el Partido Democraticas y el Partido Republicanas para nombrar funcionarios federales, a los miembros del Congreso, los miembros de la Legislatura Estatal, y a los oficiales del estado, distrito, condado y del precinto; y con el propósito de elegir al presidente del condado y del precinto.)*

Applications for ballot by mail shall be mailed to the Early Voting Clerk:  
*(Las solicitudes para boletas de votación adelantada por correo deberán enviarse a:)*

Laurie Leister – Jefferson County Clerk  
Jefferson County Courthouse - Main Early Voting Polling Location  
P.O. Box 1151, 1085 Pearl Street  
Beaumont, TX 77704-1151, 409-835-8760, [www.jeffersonelections.com](http://www.jeffersonelections.com), [countyclerk@co.jefferson.tx.us](mailto:countyclerk@co.jefferson.tx.us)

Applications for ballots by mail must be received no later than the close of business on May 13, 2022. *(Las solicitudes para boletas de votación adelantada por correo deberán recibirse para el fin de las horas de negocio el: 13 Mayo, 2022).* Federal Post Card Applications (FPCAs) must be received no later than the close of business on: May 13, 2022. *(La Tarjeta Federal Postal de Solicitud deberán recibirse no más tardar de las horas de negocio el: 13 de Mayo, 2022).*

On Election Day, voters may vote at any countywide polling location.

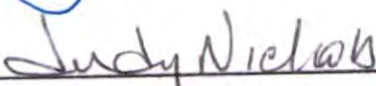
*(El Día de Elección, los votantes deberán votar en cualquier lugar de votación de todo el Condado.)*

Notice of Early Voting Locations and Hours for May 24, 2022, Joint Democrat and Republican Primary Runoff Election: *(Advicode Locales y horariopara elecciones adelantadas de Mayo 24, 2022 de Elección de primarias Democraticas Republicanas:*

Issued this the 7<sup>th</sup> day of April, 2022 *(Emitida este día 7<sup>th</sup> de Abril, 2022)*

  
\_\_\_\_\_  
Signature of Democrat County Chair

4-14-22  
Date

  
\_\_\_\_\_  
Signature of Republican County Chair

4-13-22  
Date



May 24, 2022  
(24 de mayo de 2022)

Countywide Polling Places  
(Lugares de votación en todo el condado)

Precincts Voting at Location (Precintos de votación en el Localización)	Election Day Polling Places (Localizaciones)	ADDRESS (Dirección)	City, State, Zip code (Ciudad, Estado, Código postal)
ALL (todos)	Amelia Elementary School (Gymnasium)	565 S. Major Dr	Beaumont, TX 77707
ALL (todos)	West Brook High School (Mary Nixon room in Library)	8750 Phelan Blvd.	Beaumont, TX 77706
ALL (todos)	Bevil Oaks City Hall	13560 River Oaks Blvd.	Bevil Oaks, TX 77713
ALL (todos)	BISD Administration Building (Boardroom)	3395 Harrison Ave.	Beaumont, TX 77706
ALL (todos)	Dishman Elementary (Gymnasium)	3475 Champions Dr.	Beaumont, TX 77707
ALL (todos)	O.C. Mike Taylor Career Center (First Floor Old Library)	2330 North St.	Beaumont, TX 77702
ALL (todos)	Precinct 1 Service Center (Front Conference Room)	20205 W. Hwy. 90	China, TX 77613
ALL (todos)	Rogers Park Community Center	6540 Gladys Ave.	Beaumont, TX 77706
ALL (todos)	Roy Guess Elementary (Hallway near Gymnasium)	8055 Voth Rd.	Beaumont, TX 77708
ALL (todos)	Hebert Library (Community Room)	2025 Merriman St.	Port Neches, TX 77651
ALL (todos)	Jefferson County WCID 10 Fire Station (Front Lobby)	2024 Spurlock Rd.	Nederland, TX 77627
ALL (todos)	Groves Public Library (Front Meeting Room)	5600 West Washington	Groves, TX 77619
ALL (todos)	Jerry Ware Airport Terminal (Conference Room off Main Lobby)	5000 Jerry Ware Dr.	Beaumont, TX 77705
ALL (todos)	Ray Chesson Office Building (Courtroom)	19217 FM 365	Beaumont, TX 77705
ALL (todos)	Jefferson County ESD #4 (Main Meeting Room)	12880 FM 365	Beaumont, TX 77705
ALL (todos)	Marion & Ed Hughes Public Library (Meeting Room)	2712 Nederland Ave.	Nederland, TX 77627
ALL (todos)	Port Neches City Hall (Council Chambers - Room 104)	1005 Merriman	Port Neches, TX 77651
ALL (todos)	Groves Activity Building (Lounge)	6150 39th Street.	Groves, TX 77619
ALL (todos)	DeQueen Elementary (Fifth Grade Hall)	740 DeQueen Blvd.	Port Arthur, TX 77640
ALL (todos)	Zion Hill Baptist Church (Education Building)	5848 Roosevelt Ave.	Port Arthur, TX 77640
ALL (todos)	Jefferson County Sub-Courthouse (Foyer)	525 Lakeshore Dr.	Port Arthur, TX 77640
ALL (todos)	Former Dowling Elementary Campus (Library)	6301 Pat Ave	Port Arthur, TX 77640
ALL (todos)	O.W. Collins Retirement Center (Social Service Room)	4440 Gulfway Dr.	Port Arthur, TX 77642
ALL (todos)	Port Arthur Library (Lucy Stiefel Gallery)	4615 9th Ave	Port Arthur, TX 77642
ALL (todos)	Queen of Vietnam Catholic Church (St. Joseph Hall)	801 9th Ave	Port Arthur, TX 77642
ALL (todos)	R.L. Gabby Eldridge Center	5262 S. Gulfway Dr	Sabine Pass, TX 77655
ALL (todos)	Travis Elementary (Library)	1115 Lakeview Ave.	Port Arthur, TX 77642
ALL (todos)	Willie Ryman Community Center	3248 39th Street	Port Arthur, TX 77642
ALL (todos)	Alice Keith Park Recreation Center	4075 Highland Ave.	Beaumont, TX 77705
ALL (todos)	Charlton-Pollard Elementary (Gymnasium)	825 Jackson St.	Beaumont, TX 77701
ALL (todos)	Hamshire VFD and Community Center	12318 2nd St.	Hamshire, TX 77622
ALL (todos)	Jefferson County Courthouse (Lobby) Main Early Voting Polling Location	1085 Pearl St.	Beaumont, TX 77701
ALL (todos)	MLK Middle School (Gymnasium)	1400 Avenue A	Beaumont, TX 77701
ALL (todos)	John Paul Davis Community Center	3580 E. Lucas Dr.	Beaumont, TX 77703
ALL (todos)	Precinct 4 Service Center (Conference Room)	7780 Boyt Rd.	Beaumont, TX 77713
ALL (todos)	Sterling Pruitt Center (Multi-purpose Room)	2930 Gulf St.	Beaumont, TX 77703
ALL (todos)	Theodore Johns Library (Meeting Room)	4255 Fannett Rd.	Beaumont, TX 77705
	**Denotes Change		

# ***NOTICE OF EARLY VOTING LOCATIONS AND HOURS***

**May 24, 2022**

## **JOINT GENERAL PRIMARY RUN-OFF ELECTION**

**(Aviso de localizaciones y horas para elecciones adelantadas de Mayo 24, 2022)**

Early Voting by personal appearance will be conducted at the following dates and times:

*(La votación adelantada en persona se llevará a en las siguientes fechas y horarios:)*

### **EARLY VOTING LOCATIONS:**

*(Localizaciones de Votación Adelantada):*

Beaumont Courthouse-Main location	1085 Pearl St., (Lobby), Beaumont, TX
Port Arthur Sub-Courthouse	525 Lakeshore Dr. (Foyer), Port Arthur, TX
Rogers Park Recreation Center	6540 Gladys, Beaumont, TX
Port Arthur Library	4615 9th Ave., (Lucy Stiefel Gallery), Port Arthur, TX 4255
Theodore Johns Library	Fannett Rd., (Meeting Room), Beaumont, TX 2712 Nederland
Marion & Ed Hughes Public Library	Ave., (Meeting Room), Nederland, TX
Hebert Library	2025 Merriman Street, (Community Room), Port Neches, TX 77651
John Paul Davis Community Center	3580 East Lucas, Beaumont, Texas 77703

### **DATES AND HOURS FOR ALL ABOVE LOCATIONS:**

*(Fechas y Horas para todas las localizaciones anteriores):*

May 16 - 20  
*(Mayo 16 - 20)*

Monday - Friday  
*(Lunes -Viernes)*

7:00 a.m. - 7:00 p.m.





## 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 27 day of April, 2022, on motion made by Darrell Bush, Commissioner of Precinct No. 2, and seconded by Vernon Pierce, Commissioner of Precinct No. 1, the following Proclamation was adopted:

### OLDER AMERICANS MONTH

**WHEREAS**, May is Older Americans Month; and

**WHEREAS**, the older adults in Jefferson County are the roots from which our community grows, who bestow gifts of wisdom and insight upon younger generations, and strengthen the bonds between neighbors to create a better place to live; and

**WHEREAS**, the older adults in Jefferson County should be commended for their role in creating and bolstering the fiber of our community and nation; and

**WHEREAS**, we wish to join together to extend assistance to the older adults of Jefferson County by increasing their opportunities to remain in their communities as active and engaged citizens; and,

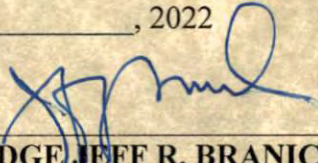
**WHEREAS**, "Older Americans Month" is sponsored by Nutrition and Services for Seniors, a non-profit agency dedicated to providing innovative, effective programs that assist older adults in leading quality lives while maintaining dignity and independence; and


**WHEREAS**, the purpose of this initiative is to publicly recognize their contributions to the diversity, strength, and unity of our community and to identify ways to make their lives comfortable and respectable; and,


**WHEREAS**, to honor those who have significantly contributed to our community – economically, socially, culturally or otherwise improving the quality of life in Jefferson County, Nutrition and Services for Seniors is hosting the eleventh annual ***"Deliver the Difference benefiting Meals on Wheels"*** to honor Elaine Shellenberger on Thursday, May 5, 2022.


**NOW, THEREFORE, BE IT RESOLVED** that the Commissioners Court of Jefferson County does hereby proclaim May 2022 as: "OLDER AMERICANS MONTH" in Jefferson County.

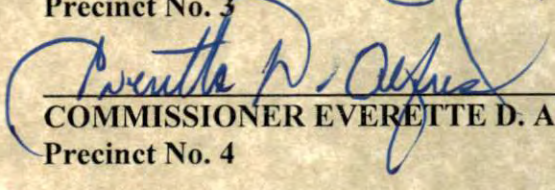
Signed this 26 day of April, 2022

  
JUDGE JEFF R. BRANICK  
County Judge

  
COMMISSIONER VERNON PIERCE  
Precinct No. 1

  
COMMISSIONER DARRELL W. BUSH  
Precinct No. 2

  
COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4



## INTERLOCAL AGREEMENT

STATE OF TEXAS                         )(  
                                                )()

COUNTY OF JEFFERSON )

WHEREAS, Jefferson County, Texas, by and through its Commissioners' Court as authorized by Chapter 791 of the Government Code and the City of Taylor Landing, a body politic of the State of Texas, for the mutual benefit of the citizens they serve, desire to enter into a contract to provide certain services to each other, and:

WHEREAS, Jefferson County, Texas through Commissioner Precinct Two has from time to time, capacity to provide labor and equipment suitable for the maintenance and repair of roadside drainage, and;

WHEREAS, the City of Taylor Landing, has, from time to time, the need to maintain and repair roadside drainage which it owns, and;

WHEREAS, the city of Taylor Landing requires assistance and does not have the sufficient labor or equipment suited for such maintenance and repair, and:


Now, therefore, know all men by the these presents:

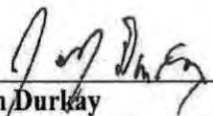
City of Taylor Landing and Jefferson County hereby agree as follows:

1. Jefferson County shall furnish labor and equipment to maintain and repair City of Taylor Landing owned roadside drainage as determined at the discretion of the Commissioner for Jefferson County Precinct Two, subject to the requirements of Section 791.014 of the Government Code. Jefferson County anticipates furnishing two weeks per year labor and equipment for roadside drainage maintenance and repair.
2. Consideration for the maintenance and/or repairs herein contemplated shall be the reconstruction of the County owned portion of Country Club Road as described in the Memorandum of Understanding for Texas Community Development Block Grant Disaster Recovery Program (DR4332), executed by the City of Taylor Landing 16 January, 2020 and filed in Commissioners' Court 28 January, 2020, subject to funding available in subject Block Grant after reconstruction of the City of Taylor Landing owned portion of Country Club Road.
3. This agreement shall be effective on the date of its execution and may be terminated at the will of either party.
4. This agreement shall be construed according to the laws of the State of Texas.
5. Nothing in this agreement shall be construed to create the existence of an agency relationship between the parties.

6. Any employee of a party performing services pursuant to this agreement shall not be deemed to be the agent of the party receiving services under this agreement.

Executed on the 26<sup>th</sup> day of APRIL, 2022.

  
\_\_\_\_\_  
Jeff R. Branick  
Jefferson County Judge

  
\_\_\_\_\_  
John Durlay  
Mayor, City of Taylor Landing  
3/30/2022



Dan Newton  
Feb. 24, 2022

City of Taylor Landing

## Outline of possible Interlocal-ditch & culvert cleaning agreement with Pct. 2

### Interlocal

2022-2023 Clean 5000 LF/yr for 3 years

2024 + Clean 2000 LF/yr

Road length, not including Country Club Road	1.99 miles =	10507 LF Road
	means	21014 LF Ditch

### Estimated mix of ditch:

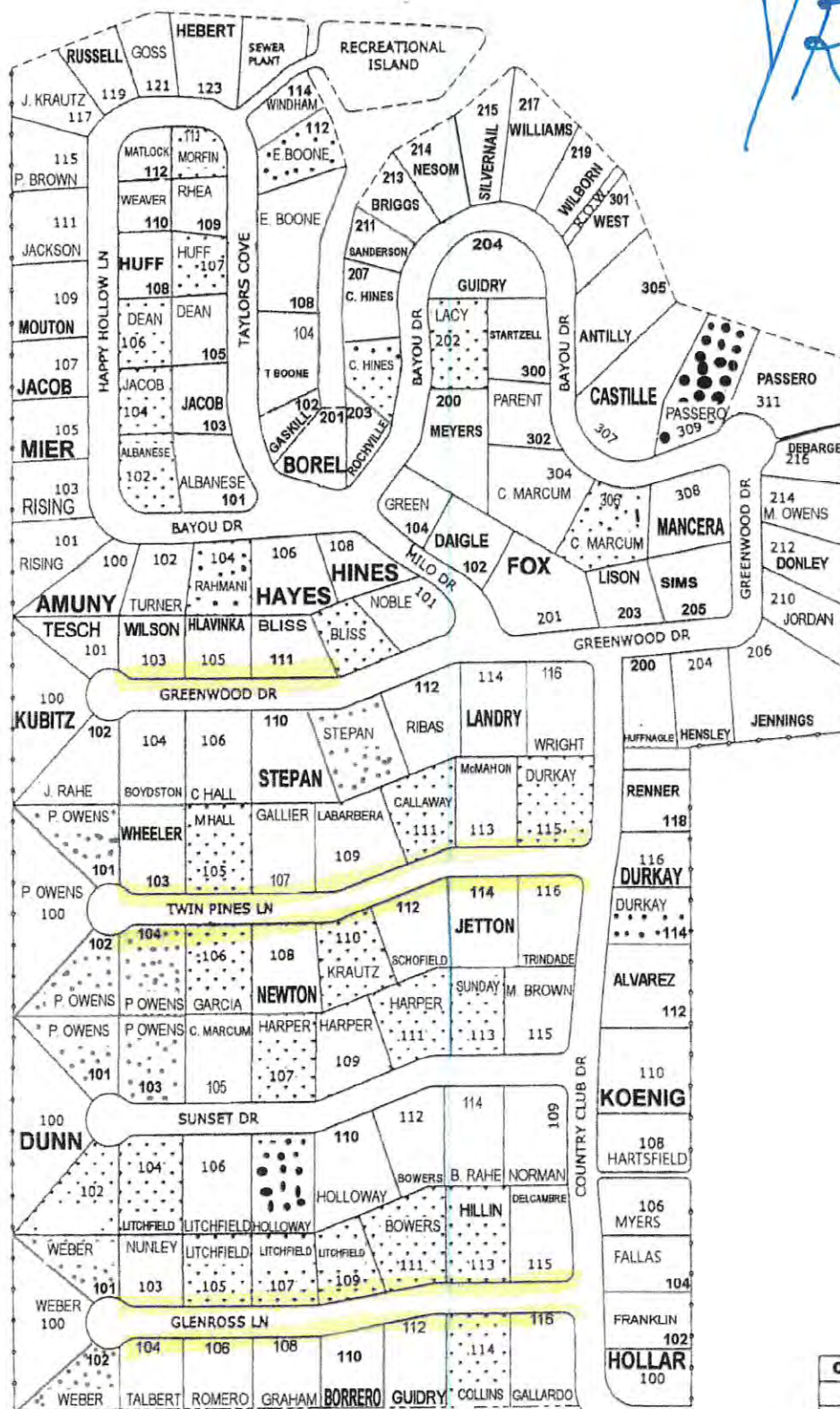
Open ditch	16942 LF
Culvert	2565 LF
Piped ditch	<u>1508 LF</u>
Total length	21014 LF

### Proposal: 5000 LF/yr

Yr 1	Cclub Dr East side south ditch through 102	400	See attached map "Year 1"
	Cclub Dr West side	1469	
	Sunset South side	982	
	Sunset culdesac to W ditch	200	
	Greenwood W of Cclub South side	1004	
	Greenwood E of Cclub to corner-both sides	<u>550</u>	
		4605	
Yr 2	Twin Pines both sides	1990	See attached map "Year 2"
	Greenwood W of Cclub North side	700	easterly 300' has been done
	Glenross both sides	<u>1978</u>	
		4668	
Yr 3	Taylors Cove East side	800	See attached map "Year 3"
	Sunset North side	1000	
	To be determined	<u>2800</u>	
		4600	

Yr 4+ Approximately 2000 LF per year.





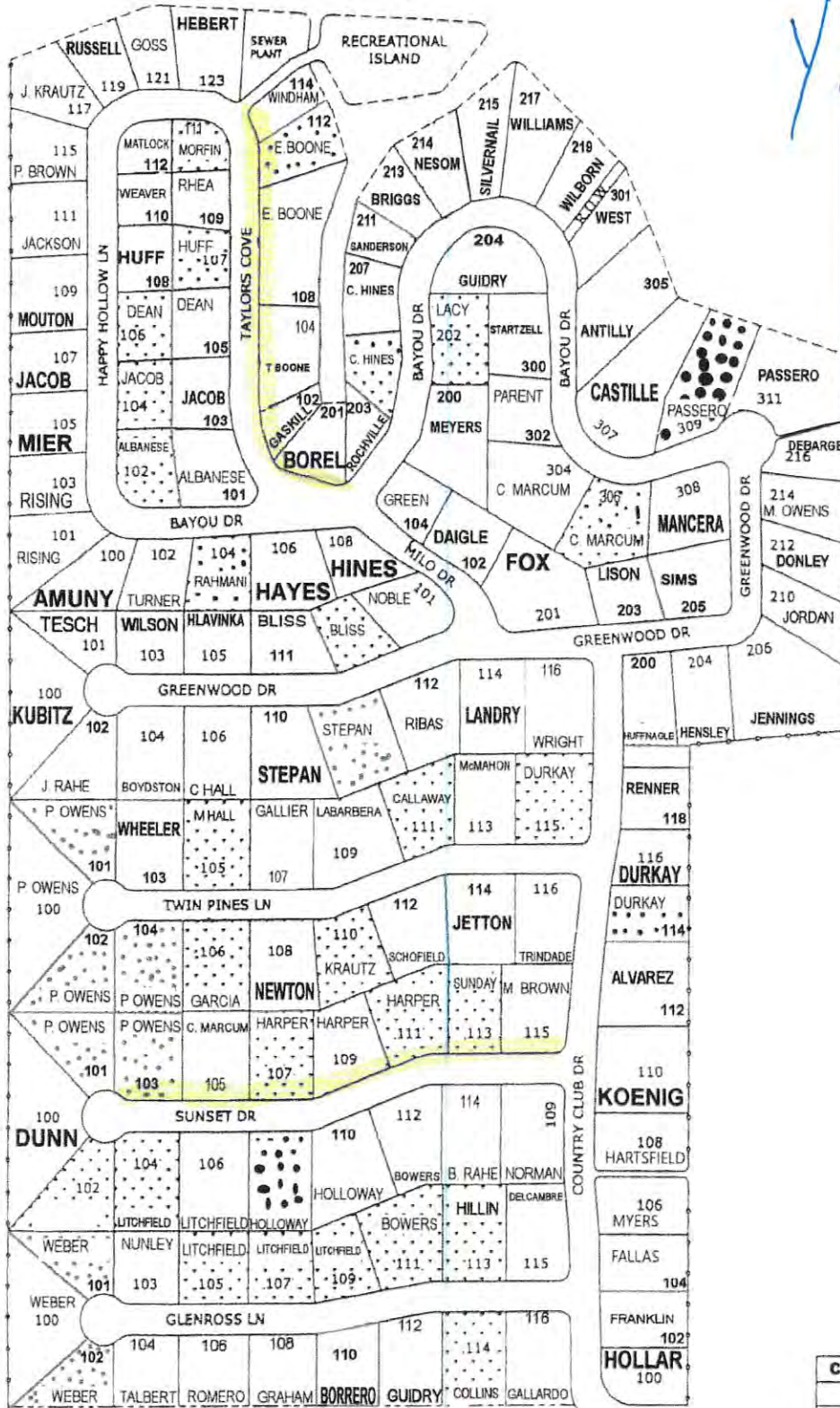
**CITY OF TAYLOR LANDING**

REV BK

4 17 2021



YR 3



CITY OF TAYLOR LANDING	
REV. BK	4 17 2021

**AGENDA ITEM****April 26, 2022**

Consider and possibly approve and authorize the County Judge to execute an Amended Tax Abatement between Jefferson County and Suez WTS USA, Inc for property located in the Suez WTS USA, Inc- Project Clear Reinvestment Zone.

AMENDED TAX ABATEMENT AGREEMENT BETWEEN JEFFERSON COUNTY  
AND SUEZ WTS USA, Inc. FOR PROPERTY LOCATED  
IN THE SUEZ WTS USA, INC.-PROJECT CLEAR REINVESTMENT ZONE

1. Jefferson County, Texas ("County") and Suez WTS USA, Inc. ("Owner"), (together, the "Parties") entered into a Tax Abatement Agreement ("Agreement") on August 4, 2020 (attached hereto as Exhibit "A") with respect to the abatement of certain *ad valorem* property taxes on a new plant facility (the "Project") to be constructed by OWNER, in the **Suez WTS USA, Inc.-Project Clear Reinvestment Zone** which was originally adopted by Jefferson County on the 26<sup>th</sup> day of May, 2020 and amended on the 2<sup>nd</sup> day of November, 2020.
2. Suez WTS USA, Inc. is the owner of record in County's real property records of the real property on which Project is being constructed, and the owner of the improvements to the real property that constitute the Project. Owner has requested that the County modify the Agreement to delay the beginning date of tax abatement percentages agreed to and the real interests and obligations outlined in the abatement agreement and include and recognize a reinvestment zone newly created by the City of Beaumont.
3. It was and continues to be the intent of the Parties that all of the rights, duties and obligations granted or imposed by the Agreement with respect to the tax abatement reside with and are the property of the owner of the Project.
4. The Parties acknowledge that circumstances beyond the control of Owner, specifically difficulties occasioned by COVID-19, have delayed the commencement of construction and the Owner will suffer the loss of the intended benefits of the original abatement agreements and, for these reasons, the parties agree that the Tax Abatement Agreement for this project shall be amended only with respect to:

**Article 4: Term of Abatement**

The Term of the Abatement Granted in the Abatement Schedule, pursuant to this Agreement shall be as follows:

<b>Tax Year</b>	<b>Abatement Percentage</b>
<b>2020</b>	<b>0%</b>
<b>2021</b>	<b>0%</b>
<b>2023</b>	<b>100%</b>
<b>2024</b>	<b>90%</b>
<b>2025</b>	<b>80%</b>
<b>2026</b>	<b>70%</b>



5. The Parties also acknowledge, to be included and attached to **Exhibit C, Reinvestment Zone of the Agreement**, is a reinvestment zone within the boundaries City of Beaumont, Texas consisting of approximately 31.10 acres of land.

The document more particularly describing and creating the Suez WTS USA Inc., Project-Clear Reinvestment Zone by the City of Beaumont on the 20<sup>th</sup> day of October, 2020, Ordinance No. 20-059, is attached hereto as Exhibit B.

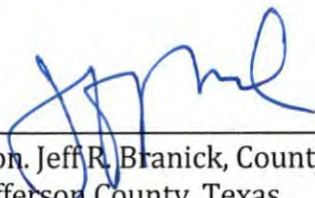
6. The Parties further acknowledge and agree that all other terms and conditions of the original Abatement Agreement shall remain in full force and effect unless amended by written agreement and it is understood that purchases for the project will be invoiced locally that Jefferson County will be credited with sales taxes for purchases.

That pursuant to the 2020 Amended Tax Abatement Policy of Jefferson County that requires that purchases for the project will be invoiced that Jefferson County will be credited with sales taxes for taxable purchases for the project, Suez WTS USA, Inc. will do the following to comply with this requirement:

Suez WTS USA, Inc. (Suez) will enter into a Separated Contract as defined in 34 Texas Administrative Code 3.291 (a) (13) with an EPC contractor (EPC) for the construction of a new plant facility described in the abatement agreement to be located in Jefferson County Texas.

Suez will obtain a Texas Direct Payment Permit (DPP) and issue a DPP exemption certificate in lieu of sales tax to EPC. GPP will remit use taxes on taxable purchases made for use in the construction of the facility directly to the State of Texas on its monthly Texas Direct Payment Return for both state and county taxes at the applicable rates. The State of Texas collects Limited, Sales, Excise and Use Taxes for both the state and local tax jurisdictions. The state is responsible for distributing the local taxes it collected to the applicable local jurisdiction.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2022.

**FOR THE COUNTY:**  
\_\_\_\_\_  
Hon. Jeff R. Branick, County Judge  
Jefferson County, Texas**FOR THE OWNER:**  
\_\_\_\_\_  
Mr. Joseph J. Devine  
Vice-President, Taxes  
Suez WTS USA, Inc.



Form #2204 Rev. 10/2011

This space reserved for office  
use

Submit to:  
**SECRETARY OF STATE**  
**Government Filings Section**  
**P O Box 12887**  
**Austin, TX 78711-2887**  
**512-463-6334**

**OATH OF OFFICE****Filing Fee: None**

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,

I, Joel E. Levingston, Jr., do solemnly swear (or affirm), that I will faithfully  
 execute the duties of the office of Jefferson County Drainage District No 3 of  
 the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws  
 of the United States and of this State, so help me God.

*Joel E. Levingston, Jr.*  
 Signature of Officer

State of Texas )  
 County of JEFFERSON )

Sworn to and subscribed before me  
 this

(seal)

12TH day of April, 2022.

*Jeff Branick*  
 Signature of Notary Public or Other Officer  
 Administering Oath

JEFF BRANICK, County Judge  
 Printed or Typed Name

Form #2201 Rev. 10/2011

This space reserved for office  
use

Submit to:  
**SECRETARY OF STATE**  
**Government Filings Section**  
**P O Box 12887**  
**Austin, TX 78711-2887**  
**512-463-6334**  
**512-463-5569 - Fax**  
**Filing Fee: None**

**STATEMENT OF OFFICER****Statement**

I, Joel E. Levingston, Jr., do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Position to Which Elected/Appointed: Commissioner to the Jefferson County Drainage District No 3

City and/or County: Jefferson

**Execution**

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date:

4.12.2022

A handwritten signature in blue ink, appearing to read "Joel E. Levingston, Jr.", written over a horizontal line.

Signature of Officer

Revised 10/2011



## JEFFERSON COUNTY COMMISSIONERS COURT

Jeff R. Branick, County Judge  
Vernon Pierce, Commissioner, Precinct One  
Darrell W. Bush, Commissioner, Precinct Two  
Michael Shane Sinegal, Commissioner, Precinct Three  
Everette "Bo" Alfred, Commissioner, Precinct Four


P.O. Box 4025  
Beaumont, Texas 77704  
Beaumont 409-835-8466  
Pt. Arthur 409-727-2191, ext 8466  
Facsimile 409-839-2311  
<http://www.co.jefferson.tx.us>

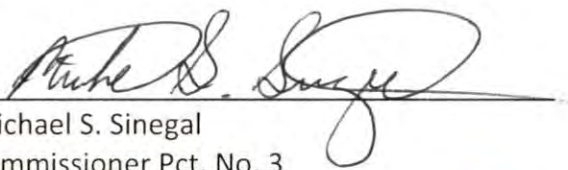
## Order of Appointment

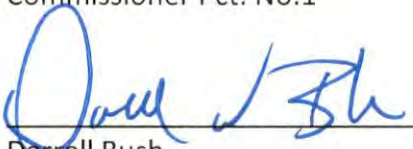
Effective upon the resignation of Constable Harold L. Doucet, Jr., Constable Precinct 8 and pursuant to the provisions of Local Government Code Section 87.041, we hereby appoint Gene A. Winston, Jr., a suitable resident of Precinct 8, to fill the vacancy of Constable Harold L. Doucet, Jr., effective at 12:01 a.m., Wednesday, July 1, 2022.

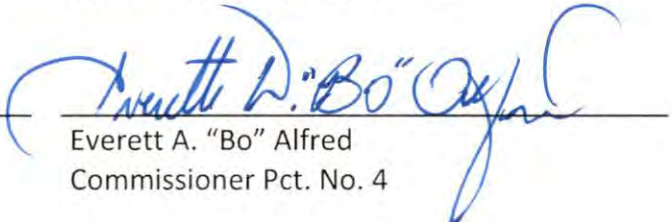
Signed this 26 day of April, 2022

  
\_\_\_\_\_  
JEFF R. BRANICK  
County Judge

  
\_\_\_\_\_  
Vernon Pierce  
Commissioner Pct. No.1

  
\_\_\_\_\_  
Michael S. Sinegal  
Commissioner Pct. No. 3

  
\_\_\_\_\_  
Darrell Bush  
Commissioner Pct. No. 2

  
\_\_\_\_\_  
Everett A. "Bo" Alfred  
Commissioner Pct. No. 4



WILLIE JANE BRISCOE  
Senior Office Specialist



HAROLD L. DOUCET, JR.  
CONSTABLE PRECINCT EIGHT  
525 LAKESHORE DRIVE  
PORT ARTHUR, TX 77640  
409-983-8311 FAX 409-983-8303  
E-mail jcp8@co.jefferson.tx.us

April 5, 2022

Jefferson County Commissioner's Court  
Jefferson County Courthouse  
1149 Pearl Street  
Beaumont, Texas 77701

Honorable Judge and Commissioners:

I am writing to express my gratitude for the opportunity to have been appointed to the office of Constable Precinct 8, Jefferson County. I was delighted to serve the county, City, and citizens of Port Arthur, Texas. It certainly was a privilege that very few people get to experience.

However, I am informing you of my intent to retire in June 2022 from Interim Constable. I feel the newly Elected Constable is ready and capable of fulfilling the duties of the office.

Your consideration in this matter is greatly appreciated.

Sincerely,

A handwritten signature in black ink, which appears to read "Harold L. Doucet, Jr.", is written over a light blue horizontal line.

Harold L. Doucet, Jr.

HLD: wjb





**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 26 day of April, 2019, on motion made by Darrell Bush, Commissioner of Precinct No. 2, and seconded by Vernon Pierce, Commissioner of Precinct No. 1, the following Proclamation was adopted:

**National Crime Victims’ Rights Week, April 24-30, 2022**

**Whereas**, the term “victim” is more than just a label and has legal standing and protections that go along with it; and

**Whereas**, victim service providers, advocates, law enforcement officers, attorneys, and other allied professionals can help survivors find their justice by enforcing these rights; and

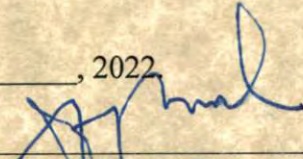
**Whereas**, victim service providers and allied professionals can increase access to victim services and compensation in areas that have been historically underserved, marginalized, and adversely affected by inequality by implementing culturally responsive services; and

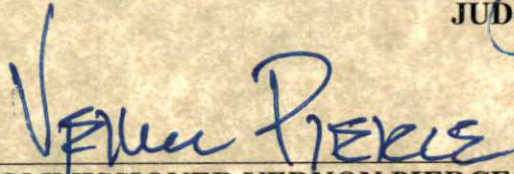
**Whereas**, National Crime Victims’ Rights Week provides an opportunity to recommit to ensuring that accessible, appropriate, and trauma-informed services are offered to all victims of crime; and


**Whereas**, the Jefferson County Victims’ Assistance Center and the Coalition for Victims of Crime are dedicated to helping crime survivors find their justice by enforcing victims’ rights, expanding access to services, and ensuring equity and inclusion for all.


**Now, therefore**, the Commissioners Court of Jefferson County, does hereby proclaim the week of April 24–30, 2022, as **Crime Victims’ Rights Week** reaffirming this County’s commitment to creating a victim service and criminal justice response that assists all victims of crime during Crime Victims’ Rights Week and throughout the year; and expressing our sincere gratitude and appreciation for those community members, victim service providers, and criminal justice professionals who are committed to improving our response to all victims of crime so that they may find relevant assistance, support, justice, and peace.


Signed this 26 day of April, 2022

  
\_\_\_\_\_  
**JUDGE JEFF R. BRANICK**  
County Judge

  
\_\_\_\_\_  
**COMMISSIONER VERNON PIERCE**  
Precinct No. 1

  
\_\_\_\_\_  
**COMMISSIONER DARRELL W. BUSH**  
Precinct No. 2

  
\_\_\_\_\_  
**COMMISSIONER MICHAEL S. SINEGAL**  
Precinct No. 3

  
\_\_\_\_\_  
**COMMISSIONER EVERETTE D. ALFRED**  
Precinct No. 4





Joleen E. Fregia  
Chief Deputy  
e-mail  
[joleen@co.jefferson.tx.us](mailto:joleen@co.jefferson.tx.us)

**Charlie Hallmark**  
**County Treasurer**  
1149 Pearl Street – Basement  
**Beaumont, Texas 77701**

Office (409) 835-8509  
Fax (409) 839-2347  
e-mail  
[challmark@co.jefferson.tx.us](mailto:challmark@co.jefferson.tx.us)

April 21st, 2022

Judge Jeff R. Branick and  
Commissioner's Court  
Jefferson County Court House  
Beaumont, Texas 77701

Gentlemen:

Please consider and approve Quarterly Report/wire for State Pooled Fees in the amount of \$280,520.15.

Sincerely,

A handwritten signature in blue ink that reads "Charlie Hallmark". The signature is fluid and cursive, with the first name "Charlie" being more prominent than the last name "Hallmark".

Charlie Hallmark, CIO

**ADJOURN**  
**SPECIAL MEETING**  
**APRIL 26, 2022**

There being no further business to come before the Court at this time,  
the Special Meeting is adjourned, April 26, 2022.