

*Notice of Meeting and Agenda*  
*June 21, 2022*

**Special, 6/21/2022 10:30:00 AM**

BE IT REMEMBERED that on June 21, 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  
June 21, 2022**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **21st** day of **June 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:

**9:00 a.m. - Announcement of an executive (closed) session pursuant to Texas Government Code Section § 551.074 to discuss or deliberate regarding personnel matters.**

**9:30 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, and security 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 551.0725 to deliberate business and**

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**financial issues relating to a contract being negotiated, that deliberation in an open meeting, would have a detrimental effect on the Commissioners' Court in negotiations with a third person.**

**Jefferson County has taken steps to minimize the exposure of COVID-19 by implementing the following steps to allow the public to view the Commissioner's Court meeting. The following options are available: View live with audio from the County Webpage:**

**[https://co.jefferson.tx.us/comm\\_crt/commlink.htm](https://co.jefferson.tx.us/comm_crt/commlink.htm) Listen to audio by calling 346-248-7799 Meeting ID: 917 160 6532# Participant ID: # The court will also have a question and answer session at the end of the meeting. If you would like to ask any questions of the Court, please be on the phone call. The Court will give a question and answer session at the end of the meeting as time allows. You will be called upon by your last 4 digits of your phone number. If you do not have any questions, you can pass. Please be mindful that the audio portion of this meeting will be of better quality from the website.**

**INVOCATION: Everette "Bo" Alfred, Commissioner, Precinct Four**

**PLEDGE OF ALLEGIANCE: Vernon Pierce, Commissioner, Precinct One**

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**PURCHASING:**

- (a). Consider and approve specifications for Invitation for Bid (IFB 22-031/MR), Term Contract for Temporary Canteen (Meal Catering) Disaster/Emergency 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 12 - 79

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

- (b). Consider and approve specifications for Invitation for Bid (IFB 22-032/MR), Term Contract for Fire Sprinkler, Fire Pump, Kitchen Hood Suppression and Halon 1301 Fire Suppression Inspection for Jefferson County.

SEE ATTACHMENTS ON PAGES 80 - 138

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

- (c). Consider and approve, execute, receive and file a contract extension for (IFB 20-024/YS), Term Contract for Disaster and Emergency Repair, Service and Installation of Electrical Services for Jefferson County with Gulf Coast Electric Co., Inc. for an additional 6 days to expire August 16, 2022.

SEE ATTACHMENTS ON PAGES 139 - 139

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

- (d). Consider and approve, execute, receive and file a contract extension for (IFB 14-013/JW), Temporary Canteen (Meal Catering) Disaster/Emergency for Jefferson County with Munchies Courthouse Café for an additional 35 days to expire August 2, 2022

SEE ATTACHMENTS ON PAGES 140 - 140

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

- (e).Execute, receive and file renewal for (IFB 19-040/YS), Term Contract for Road Building Material for Jefferson County with LD Construction from September 8, 2021 to September 7, 2022 with a price increase as stated in the contract.

SEE ATTACHMENTS ON PAGES 141 - 148

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

- (f).Consider and approve a bid due date extension for (RFP 22-021/YS) Comprehensive Inmate Technology Services Package for Jefferson County Correctional Facility, Downtown Jail and Minnie Rogers Juvenile Justice Center, from Wednesday, July 6, 2022 at 11:00 am CT to Wednesday, July 20, 2022 at 11:00 am CT.

NO ATTACHMENTS

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

- (g).Consider and approve award, and execute, receive, and file a contract for Invitation for Bid (IFB 22-024/JW) Replacement Outboard Motors and Rigging Kits for Jefferson County Sheriff's Marine Division with The Dingo Group, LLC. d/b/a Pete Jorgensen Marine for a total contract amount of \$257,948.00; 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 149 - 215

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

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- (h). Consider and approve award, and execute, receive and file a contract for Request for Statements of Qualification (RFQ 21-042/JW) Professional Engineering/Architectural Services for Rehabilitation and Update of the Jerry Ware General Aviation Terminal and Aircraft Rescue and Fire Fighting Station (ARFF) at the Jack Brooks Regional Airport with The LaBiche Architectural Group, Inc. for a total contract amount of \$110,075.00. This project is 100% funded by the Federal Aviation Administration (FAA) Airport Improvement Program (AIP Grant #37); pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326.

SEE ATTACHMENTS ON PAGES 216 - 321

**Motion by: Bush**

**Second by: Pierce**

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

**Action: APPROVED**

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

SEE ATTACHMENTS ON PAGES 322 - 323

**Motion by: Bush**

**Second by: Pierce**

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

**Action: APPROVED**

- (j). Consider and approve disposal of scrap vehicles. Scrap property to be transported to a metal salvage company and there sold for such price as it may command and return funds to the County.

SEE ATTACHMENTS ON PAGES 324 - 325

**Motion by: Bush**

**Second by: Pierce**

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

**Action: APPROVED**

**COUNTY AUDITOR:**

- (a). Consider and approve budget transfer – Road & Bridge Pct.3 – additional cost for fuel.

SEE ATTACHMENTS ON PAGES 326 - 326

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|                   |                      |             |             |
|-------------------|----------------------|-------------|-------------|
| 113-0302-431-2003 | EMPLOYEES' INSURANCE |             | \$12,000.00 |
| 113-0301-431-2003 | EMPLOYEES' INSURANCE |             | \$8,000.00  |
| 113-0305-431-3034 | DIESEL FUEL          | \$20,000.00 |             |

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

(b). Consider and approve budget transfer– Constable Pct.2 – additional cost for clothing and equipment for new deputy.

SEE ATTACHMENTS ON PAGES 327 - 327

|                   |                 |            |            |
|-------------------|-----------------|------------|------------|
| 120-3066-425-1005 | EXTRA HELP      |            | \$5,000.00 |
| 120-3066-425-3017 | CLOTHING        | \$2,000.00 |            |
| 120-3066-425-3084 | MINOR EQUIPMENT | \$3,000.00 |            |

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

(c). Consider and approve budget transfer – Juvenile Detention – additional repairs from city inspection.

SEE ATTACHMENTS ON PAGES 328 - 328

|                   |                       |             |             |
|-------------------|-----------------------|-------------|-------------|
| 120-3064-424-1002 | ASSISTANTS & CLERKS   |             | \$20,000.00 |
| 120-3064-424-4009 | BUILDINGS AND GROUNDS | \$20,000.00 |             |

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

(d). Consider and approve budget transfer – Port Arthur Maintenance – increase cost for elevator rehab.

SEE ATTACHMENTS ON PAGES 329 - 329

|                   |                          |          |          |
|-------------------|--------------------------|----------|----------|
| 120-6084-416-5077 | CONTRACTUAL SERVICE      |          | \$100.00 |
| 120-6084-416-6014 | BUILDINGS AND STRUCTURES | \$100.00 |          |

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

- (e). Consider and approve budget amendment – Contingency – return of budget funds due to receipt of insurance proceeds of Road & Bridge Pct.3 wrecked vehicle.

SEE ATTACHMENTS ON PAGES 330 - 334

|                   |                           |             |             |
|-------------------|---------------------------|-------------|-------------|
| 113-0309-431-6042 | TRUCKS & TRAILERS         |             | \$45,618.00 |
| 120-9999-415-9999 | CONTINGENCY APPROPRIATION | \$45,618.00 |             |

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

- (f). Consider and approve budget transfer - Road & Bridge Pct. 1 - additional cost for fuel and equipment rental.

SEE ATTACHMENTS ON PAGES 335 - 335

|                   |                |             |             |
|-------------------|----------------|-------------|-------------|
| 111-0102-431-3001 | ASPHALT        |             | \$60,000.00 |
| 111-0102-431-5053 | RENT-EQUIPMENT | \$45,000.00 |             |
| 111-0105-431-3034 | DIESEL FUEL    | \$10,000.00 |             |
| 111-0105-431-3037 | GASOLINE       | \$5,000.00  |             |

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

- (g). Regular County Bills - check #496109 through check #496289.

SEE ATTACHMENTS ON PAGES 336 - 343

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

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**CONSTABLE PRECINCT 1:**

- (a). Consider and possibly approve the hiring of Clewon D. Buxton with the Constable's Precinct 1 Office in accordance with Local Government Code (LGC) 86.011.

SEE ATTACHMENTS ON PAGES 344 - 344

**Action: TABLED**

**CONSTABLE PRECINCT 2:**

- (a). Consider and possibly approve the hiring of Isaiah Seltzer as a new deputy starting July 1st 2022 with the Office of Christopher L. Bates Constable Precinct 2 in accordance with Local Government Code (LGC) 86.011.

SEE ATTACHMENTS ON PAGES 345 - 345

**Motion by: Alfred**

**Second by: Sinegal**

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

**Action: APPROVED**

**COUNTY AIRPORT:**

- (a). Consider, possibly approve and authorize the County Judge to execute a Pasture Grazing Lease between Jefferson County and Jon Hoyt for pasture at Jack Brooks Regional Airport.

NO ATTACHMENTS

**Motion by: Bush**

**Second by: Sinegal**

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

**Action: APPROVED**

**COUNTY COMMISSIONERS:**

- (a). Receive and file executed Special Warranty Deed from Jefferson County to Jefferson County Drainage District No. 7 for construction of a detention pond.

SEE ATTACHMENTS ON PAGES 346 - 354

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**Motion by: Sinegal**

**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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**Special, June 21, 2022**

There being no further business to come before the Court at this time, same is now here adjourned on this date, June 21, 2022.



## 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

June 21, 2022

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **IFB 22-031/MR, Term Contract for Temporary Canteen (Meal Catering) Disaster/Emergency for Jefferson County**, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326. Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/> or by calling 409-835-8593.

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

**BID NAME:** Term Contract for Temporary Canteen (Meal Catering) Disaster/Emergency for Jefferson County, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326

**BID NUMBER:** IFB 22-031/MR

**DUE BY TIME/DATE:** 11:00 AM CT, Wednesday, July 6, 2022

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

Any questions relating to these bid requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: [mreeves@co.jefferson.tx.us](mailto:mreeves@co.jefferson.tx.us)

Jefferson County encourages Disadvantaged Business Enterprises (DBEs), Minority/Women Business Enterprises (M/WBEs), 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:  
**June 22<sup>nd</sup> and June 29<sup>th</sup>, 2022**  
Examiner: **June 30, 2022**

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**BID SUBMISSIONS:**

**One (1) Original and two (2) Bid Copies; with all copies to include a Completed Copy of this specifications packet, in its entirety.**

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

**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 will 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 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 CT to 4:00 pm CT, Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

### **2.4 DELIVERY SCHEDULE.**

Delivery time may be an important consideration in the evaluation of best value. The maximum number of days

necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

**2.5 DELIVERY CHARGES.**

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

**2.6 INSTALLATION CHARGES.**

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

**2.7 OPERATING INSTRUCTIONS AND TRAINING.**

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

**2.8 STORAGE.**

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

**2.9 COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS.**

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

**2.10 OSHA.**

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

**2.11 PATENTS AND COPYRIGHTS.**

The successful Vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

**2.12 SAMPLES, DEMONSTRATIONS, AND TESTING.**

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

**2.13 ACCEPTABILITY.**

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

time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

#### **2.14 MAINTENANCE.**

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

#### **2.15 MATERIAL SAFETY DATA SHEETS.**

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

#### **2.16 EVALUATION.**

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

### **3. PURCHASE ORDERS AND PAYMENT.**

#### **3.1 PURCHASE ORDERS.**

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

#### **3.2 INVOICES.**

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

#### **3.3 PROMPT PAYMENT.**

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

#### **3.4 FUNDING.**

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

#### 4. CONTRACT.

##### 4.1 CONTRACT DEFINITION.

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

##### 4.2 CHANGE ORDER.

No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

##### 4.3 PRICE RE-DETERMINATION.

A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The Bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

##### 4.4 TERMINATION.

Jefferson County reserves the right to terminate the contract for default if the Bidder breached any of the terms therein, including warranties of Bidder or if the Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest Bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the Bidder in default.

##### 4.5 CONFLICT OF INTEREST.

Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

##### 4.6 INTEREST BY PUBLIC OFFICIALS.

No public official shall have interest in this contract, in accordance with Texas Local Government Code.

##### 4.7 PRE-AWARD/CONTRACT CONTACT BETWEEN COUNTY AND VENDORS.

**The Jefferson County Purchasing Department will be the primary pre-bid contact for this Invitation for Bid, unless otherwise specified within these bid specifications. If not written within these specifications, Potential Bidders/Vendors shall not visit or conduct discussions with other County Departments or representatives.**

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 will 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.

#### **4.8 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.

#### **4.9 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.

#### **4.10 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.

#### **4.11 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.

#### **4.12 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.

#### **4.13 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 AND/OR CONTRACT DOCUMENTS.**

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

**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-OWNED (MWBE), WOMEN-OWNED (WBE) AND HISTORICALLY UNDERUTILIZED (HUB) BUSINESS ENTERPRISE PARTICIPATION.**

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

## SECTION 2: 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 sub recipient 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 sub recipient contracts must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”).

### 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 sub recipient 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, sub awards, 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 sub awards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and sub recipients. 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 sub recipients.

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

1. The contract is awarded by a recipient or sub recipient 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 sub recipient 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 45**

**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, sub recipients, 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 applies 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.”**

**7. 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 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

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The following requirements and instructions supersede General Requirements where applicable.

#### 1. SUBMISSION OF BID.

##### **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.

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

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 will 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

**BID PACKAGING:** 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, July 6, 2022**

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

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

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.

**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. PRE-BID MEETING AND WALK-THROUGH.**

Due to the nature of this Request for Proposals, a Pre-Proposal Conference will not be held for this project.

**3. QUESTIONS/DEADLINE FOR QUESTIONS.**

Questions may be emailed to **Mistey Reeves, Assistant Purchasing Agent** at: [mreeves@co.jefferson.tx.us](mailto:mreeves@co.jefferson.tx.us)  
The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, **July 1, 2022.**

**4. 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/RFO/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.

#### 5. FORM 1295 (Texas Ethics Commission) SUBMISSION REQUIREMENT/INSTRUCTIONS FOR BIDDERS.

All Non-Exempt Bidders are required to submit a completed FORM 1295 with bid submission.

##### 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)

A sample of a completed FORM 1295 is included on **PAGE 29**.

#### 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.”

**Question:** Will the date of birth and address provided appear on the TEC’s website when the form is filed?

**Answer:** No. 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. Although the TEC does not capture the date of birth and street address of the signatory, the contracting state agency or governmental agency will have a physical copy of the form that includes the date of birth and address of the signatory. The TEC cannot answer whether the contracting state agency or governmental agency may release such information. Questions regarding the Texas Public Information Act may be directed to the Office of the Attorney General. See also *Paxton v. City of Dall.*, No. 03-13-00546-CV, 2015 Tex. App. LEXIS 5228, at \*10-11 (App.—Austin May 22, 2015) (mem. op.) (pet. denied) (available here)

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

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

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

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and any qualified vendor is eligible for the contract
- 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  |              |                          |   |                                       |  |             |              |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| Complete Nos. 1 - 4 and 6 if there are interested parties.<br>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><br>ADD THE ABOVE-REQUESTED INFORMATION HERE  |   | Must file online at <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><br>JEFFERSON COUNTY, TEXAS   |   |  |              |                          |   |                                       |  |             |              |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <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><br>ADD IFB/RFQ/RFP/AGREEMENT/CONTRACT NUMBER OR DESCRIPTION HERE  |   |  |              |                          |   |                                       |  |             |              |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width: 35%; padding: 5px;">Name of Interested Party</th> <th rowspan="2" style="width: 25%; padding: 5px;">City, State, Country<br/>(place of business)</th> <th colspan="2" style="width: 40%; padding: 5px;">Nature of Interest (check applicable)</th> </tr> <tr> <th style="width: 15%; padding: 5px;">Controlling</th> <th style="width: 25%; padding: 5px;">Intermediary</th> </tr> </thead> <tbody> <tr> <td colspan="4" style="padding: 5px;">                             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.                         </td> </tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table> |   |  |              | Name of Interested Party | City, State, Country<br>(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. |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Name of Interested Party   | City, State, Country<br>(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>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 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_____.<br><span style="margin-left: 300px;">(month)</span> <span style="margin-left: 30px;">(year)</span>   |   |  |              |                          |   |                                       |  |             |              |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| _____<br>Signature of authorized agent of contracting business entity<br>(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 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS (CONTINUED)

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**6. MULTIPLE VENDOR AWARD.**

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

**7. 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.

**8. 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.

**9. 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.

**10. INSURANCE.**

The contractor (including any and all subcontractors as defined in Section 11.1.3 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> | \$1,000,000 |
| <b>Excess Liability</b>  | \$1,000,000 |

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

**Workers' Compensation**

Statutory Coverage (See Section 9 Below)

**11. WORKERS' COMPENSATION INSURANCE****11.1 Definitions:**

11.1.1 **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.

11.1.2 **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.

11.1.3 **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.

11.2 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.

11.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 10 above.

11.4 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.

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

11.5.1 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

11.5.2 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.

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

11.7 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.

- 11.8 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.
- 11.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 11.9.1 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.
  - 11.9.2 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.
  - 11.9.3 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.
  - 11.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
    - 11.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
    - 11.9.4.2 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.
  - 11.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
  - 11.9.6 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
  - 11.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 11.1. – 11.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 11.10 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.
- 11.11 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 22-031/MR Term Contract for Temporary Canteen (Meal Catering)  
Disaster/Emergency for Jefferson County

**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.**

## SECTION 4: MINIMUM SPECIFICATIONS

---

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: [mreeves@co.jefferson.tx.us](mailto:mreeves@co.jefferson.tx.us). Please reference Bid Number: IFB 22-031/MR.

### Scope of Services

#### *General Purpose*

- The parties recognize the vulnerability of Jefferson County citizens and their communities to damage, injury and loss of life and property resulting from Disasters. Such Disasters require 24/7 responses from emergency first responders. Government employees, various elected officials, state and federal representatives and other emergency management personnel. Providing meals to these individuals is mandatory in order for them to carry out their duties to the public effectively.
- Jefferson County wishes to make suitable arrangements for the provision of Meals to these individuals prior to actual need by entering into a contractual agreement based on the terms in this IFB.
- This agreement will be entered into by Jefferson County and the awarded bidder for the purpose of providing hot and cold meals, beverages, utensils, disposable plates and cups, other meal related supplies, and meal catering services and staging of equipment and clean up (“MEALS”) for emergency workers in times of hurricanes or other natural or man made disasters or emergencies (“DISASTERS”).

#### *Services to be Provided by Caterer*

- Caterer, during the months of June through November, agrees to maintain on site at its main facility
  - Sufficient food products, utensils, disposable paper plates and cups, plastic bags, for cleanup and related products so as to be able to serve a minimum of four (4) days worth of MEALS for up to 500 people per meal.
  - Equipment, including fuel to operate its vehicles and for preparation equipment that is necessary for the provision of meal services for the same number of meals.
  - Caterer also agrees to employ, and provide on-site, sufficient staff to deliver its services and its MEALS in a timely and efficient manner.
- The list of the types of MEALS shall be provided by Caterer See **APPENDIX A** for minimum requirements.

- The number of requested meals will be specified by the County's Authorized Representative, but in a large disaster situation, such as a hurricane, it is anticipated there may be a request of up to 500 MEALS per regular serving time (one meal per person) and 200 cold meals/ boxed lunches per evening shift will be required to be prepared on site or delivered to one or more of the County's staging sites.
- There will be 3 regular serving times per day, 1 additional meal provided for shift workers during the night and snacks. Specific meal serving times may be adjusted and/or cancelled by the County's Authorized Representative at any point during the disaster situation.
  - Breakfast: 7:00 AM daily .....500 MEALS
  - Lunch: 12:00 Noon daily .....500 MEALS
  - Dinner: 6:00 PM nightly .....500 MEALS
  - Shift: 11:00 PM nightly .....200 Cold Meals
  - Snacks: Daily as Needed.....500 SNACKS
- Caterer agrees to comply with all health and safety codes in effect relating to the preparation and serving of MEALS and clean up for as long as its services are required as a result of the Disaster.
- Caterer agrees to respond to an activation request made by Jefferson County's Authorized Representative and be prepared to serve the first MEALS **as soon as is reasonably possible** depending on the circumstances.
- In the event of an approaching catastrophic hurricane (Category 4-5 on the Saffir-Simpson Scale), Jefferson County's Authorized Representative will strive to give Caterer thirty six (36) hours advanced notice of the need for Caterer's services. In addition Jefferson County will specify the number of days they anticipate MEALS will be required. Caterer will mobilize its equipment, report to the staging sites and serve the first MEALS within this time period. But, Caterer must be prepared to serve the first MEALS **within twelve (12) hours** of a Disaster if necessary.
- Caterer understands that providing MEALS requires the staging of equipment at the Jefferson County Courthouse 1149 Pearl Street, Beaumont, Texas (Central Main Location); and perhaps at other locations depending on the circumstances at the time of the disaster.
- Caterer is solely responsible for ensuring for the proper and necessary set-up, relocation, maintenance, protection and removal of such equipment and to clean-up the staging sites upon request of the County.
- Should any damage occur to any staging area as a result of such staging activities of Caterer, Caterer will be responsible for repair of such damage to its pre-damaged condition.
- Caterer shall provide a means of accounting for all meals served. It shall be the Caterer's responsibility to obtain a signature or other form of ID (to be determined by Jefferson County) for each meal that is served and billed to Jefferson County.

**County Will**

- County agrees to notify Caterer via telephone and in writing (fax or email) as far in advance of a disaster of its need for Caterer's service as is practicable depending on the type of Disaster so as to provide Caterer to properly and adequately respond to Jefferson County's requirements.
- County agrees to provide necessary parking spaces at the Jefferson County Courthouse and other staging locations as needed, to enable Caterer to use its vehicles and equipment during the time of the Disaster.
- County agrees to provide written notification of its need for extension of Caterer's services no less than 24 hours prior to termination of the initial specified period. Caterer will use its best efforts to accommodate this request and to continue to service County's requirements promptly and adequately.

**Detail**

- Contract Term: One (1) year from the date of award with an option to renew for two (2) additional years.
- Caterer, upon notification, must be prepared to serve the first MEALS **within twelve (12) hours** of a Disaster if necessary.
- Caterer must comply with current Health Ordinances.
- Bidder is to be able to supply at **fixed rates** up to 500 MEALS per regular serving time (one meal per person), up to 200 cold meals/ boxed lunches (per evening shift) and up to 500 Snacks will be required to be prepared on site or delivered to one or more of the County's staging sites.
- Caterer shall provide sample menus for each serving time in accordance to **APPENDIX A**.

**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

\_\_\_\_\_  
City                      State                      Zip

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

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

\_\_\_\_\_  
Title

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

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

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

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

## ACCEPTANCE OF OFFER

---

The Offer is hereby accepted for the following items: Term Contract for Temporary Canteen (Meal Catering) Disaster/Emergency for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for two (2) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. IFB 22-031/MR, Term Contract for Temporary Canteen (Meal Catering) Disaster/Emergency for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

### COUNTERSIGNED:

---

**Jeff R. Branick**  
Jefferson County Judge

---

**Date**

### ATTEST:

---

**Laurie Leister**  
Jefferson County Clerk

**BID FORM**

---

| <b>Item</b> | <b>Description</b> | <b>Price Per Meal/<br/>per person</b> |
|-------------|--------------------|---------------------------------------|
| 1           | Breakfast          | \$                                    |
| 2           | Lunch              | \$                                    |
| 3           | Dinner             | \$                                    |
| 4           | Boxed Lunch        | \$                                    |
| 5           | Snacks             | \$                                    |

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

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

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

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

**BIDDER: INCLUDE FULL, SIGNED, & ATTESTED COPY OF EACH  
ADDENDUM ISSUED WITH BID SUBMISSION.**

**REQUIRED FORM**

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

## 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 sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

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>   |                      | <b>FORM CIQ</b> |
|---|----------------------|-----------------|
| For vendor doing business with local governmental entity  |                      | OFFICE USE ONLY |
| <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>   | <p>Date Received</p> |                 |
| <p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p>  |                      |                 |
| <p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>  |                      |                 |
| <p><b>3</b> Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C, &amp; D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p> |                      |                 |
| <p><b>4</b></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Date</p>  |                      |                 |

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<br/>CONFLICTS DISCLOSURE STATEMENT</b>   |  | <b>FORM CIS</b>        |
| <p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p> |  | <b>OFFICE USE ONLY</b> |
| <b>1</b>   | <b>Name of Local Government Officer</b>  | Date Received          |
| <b>2</b>   | <b>Office Held</b>   |                        |
| <b>3</b>   | <b>Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</b>   |                        |
| <b>4</b>   | <b>Description of the nature and extent of employment or other business relationship with vendor named in item 3</b>   |                        |
| <b>5</b>   | <p><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></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>  |                        |
| <b>6</b>   | <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: center;">_____</p> <p style="text-align: center;">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>_____<br/>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**

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

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

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

- Yes  No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?
- Yes  No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
- Yes  No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the Prime Contractor/Consultant’s organization)?
- Yes  No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive Bidders?
- Yes  No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
- Yes  No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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



**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)  
SUCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 1 OF 4

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

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

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

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

Street
City
State
Zip

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

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

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

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

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

**FOR HUB OFFICE USE ONLY:**

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

**PART I. HUB SUBCONTRACTOR DISCLOSURE**

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

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

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

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

Street
City
State
Zip

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

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

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

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

**REQUIRED FORM**

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



**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)  
SUBCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 3 OF 4

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid 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 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**

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

**SENATE BILL 252 CERTIFICATION**

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

---

**Company Name**

---

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

---

**Purchasing Representative**

---

**Date**

**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.**

# Appendix A

## **Appendix A:**

### **Emergency Menu Minimum Standards- To Be Used As A Guideline to Submit Your Own Menu**

#### **BREAKFAST**

EVERYDAY: FRUIT, EGGS, BREAKFAST SANDWICH/BURRITO, MILK, JUICE, and COFFEE

ROTATE (MEATS) BACON, SAUSAGE, OR HAM (BREADS) PANCAKE, FRENCH TOAST,  
TORTILLAS, OR BISCUITS (SIDES) GRITS, OATS, OR HASHBROWNS

#### **LUNCH**

EVERYDAY: BOTTLED WATER, SODAS, WRAP/SANDWICH, SALAD AND A SNACK

ROTATE (SIDES) VEGTABLES, FRENCH FRIES, CHIPS, OR MASHED POTATOES  
(MAIN COURSE) CHICKEN FRIED STEAK, HAMBURGERS, POT ROAST, BEEF TIPS AND RICE  
CHOPPED BBQ SANDWICHES, OR CHICKEN FRIED CHICKEN

#### **DINNER**

EVERYDAY BOTTLED WATER, SODAS, TEA, SALAD, WRAP/SANDWICH AND A DESSERT

ROTATE (SIDES) HUSHPUPIES, SLAW, BOILED RED POTATOES, PINTO BEANS, RICE,  
VEGTABLES, POTATO SALAD, AND MASHED POTATOES  
(MAIN COURSE) FRIED CATFISH, RIBEYES, CHICKEN FRIED STEAK, BBQ BRISKET AND  
SMOKED SAUSAGE, SPAGHETTI AND MEAT BALLS, FRIED SHRIMP, OR GRILLED/FRIED  
CHICKEN

#### **SHIFT MENU-Boxed Lunch**

EVERYDAY BOTTLED WATER, SODAS, TEA, AND COFFEE

DELI SANDWICH WITH BAG OF CHIPS, PIECE OF FRUIT, AND A COOKIE OR SIMILAR  
DESSERT

#### **SNACK**

EVERYDAY BOTTLED WATER, SODAS, TEA, AND COFFEE

COOKIES, FRUIT, CHIPS, SNACK CAKES

# Appendix B

**Appendix B**

**STATE OF TEXAS  
COUNTY OF JEFFERSON**

**CONTRACT NUMBER: 22-031/MR  
TEMPORARY CANTEEN (MEAL CATERING)**

**WHEREAS**, JEFFERSON COUNTY has determined there is a need to provide for Temporary Canteen (Meal Catering) during natural or man-made disasters or emergencies at Jefferson County Courthouse Staging area; located at 1149 Pearl, Beaumont, TX and perhaps at other locations depending on the circumstances at the time of disaster.

**WHEREAS**, JEFFERSON COUNTY has requested and reviewed proposals for a Temporary Canteen (Meal Catering) Contractor in accordance with applicable Federal, State and local laws and ordinances regarding health, sanitation, and safety.

**WHEREAS**, JEFFERSON COUNTY has determined that (Vendor Name) can best provide Temporary Canteen (Meal Catering) at Jefferson County Courthouse located at 1149 Pearl, Beaumont, TX and perhaps at other locations depending on the circumstances at the time of disaster.

**WHEREAS**, this agreement is made between (Vendor Name) (hereinafter referred to as (CONTRACTOR)) and the COUNTY OF JEFFERSON, TEXAS (hereinafter referred to as (COUNTY)) acting by and through its duly authorized representative, Jefferson County Judge Jeff Branick.

**NOW THEREFORE**, the parties agree as follows:

**ARTICLE I  
RETENTION OF CONTRACTOR**

COUNTY hereby retains CONTRACTOR as an independent contractor and not an employee for services more particularly described in this Agreement.

**ARTICLE II  
TERM OF AGREEMENT**

Regardless of the date of execution, this Agreement shall become effective (Start Date TBD) and continue in force until (End Date TBD) with the option to extend for two (2) additional one (1) year terms unless sooner terminated as provided herein. Should this Agreement naturally expire without alternative provisions, this agreement shall continue in force on a month-to-month basis under the same terms.

Due to the Constitutional debt limitation for Counties, any Agreement, which extends beyond the current fiscal year, is executed subject to future appropriations to fund its provision.

### **ARTICLE III** **CREDENTIALING**

CONTRACTOR shall select and assign specific personnel to provide services for COUNTY under this Agreement and shall provide COUNTY with current copies of all licensure, credentialing, and insurance information as required by State law. All such information shall be provided at the time of execution of this Agreement.

### **ARTICLE IV** **TERMINATION**

The parties hereto understand and agree that after a good faith effort has been made toward the success and performance of the Agreement, if either party believes in its sole judgment that the Agreement cannot be successfully continued for any reason, either party may terminate the Agreement NINETY (90) calendar days from receipt of said notice. Thereafter, this Agreement shall terminate, become null and void, and be of no further force or effect.

This Agreement shall immediately and automatically terminate upon the occurrence of any one of the following:

1. Dissolution of CONTRACTOR.
2. CONTRACTOR abandons its duties in accordance with the provisions of Article V (Duties of Contractor).
3. Failure of CONTRACTOR to perform its responsibilities under this Agreement in the highest professional manner.
4. Any substantiated allegation of criminal wrongdoing on the part of CONTRACTOR, which would substantially interfere with the performance of the duties, set out herein.
5. Failure by CONTRACTOR to cure any default or breach under this Agreement within ten (10) days after receiving notice in writing.
6. Whenever CONTRACTOR and COUNTY mutually agree to termination in writing.

Upon termination of this agreement under any provision, CONTRACTOR shall be entitled to receive only the unpaid accrued compensation as of the date of termination minus any reasonable costs incurred by COUNTY to fulfill CONTRACTORS obligations under this Agreement.

**ARTICLE V**  
**DUTIES OF CONTRACTOR**

CONTRACTOR shall be responsible for all duties specified in IFB Specification Number 22-031/MR, which by this reference is incorporated in full into this agreement, and include but are not limited to the following:

1. CONTRACTOR shall furnish Temporary Canteen (Meal Catering) in accordance with the Specifications of IFP 22-031/MR.
2. CONTRACTOR will bring in their own furnishings, kitchen equipment and television(s) and with the understanding upon expiration of agreement equipment remains property of (Vendor Name)
3. CONTRACTOR's hours of operation will be 7:00 am - 8:00 pm and may be adjusted by the County's Authorized Representative at any point during the disaster situation.
4. CONTRACTOR will be responsible for all licenses and permits necessary to comply with all local, state, and federal mandates pertaining to food service operations.
5. CONTRACTOR shall be responsible for all long distance telephone charges, direct cable/internet installation and charges incurred in the performance of this Agreement.
6. CONTRACTOR is responsible for all day-to-day as well as periodic major cleaning of the entire kitchen area assigned to CONTRACTOR including walk-ins, storerooms, freezers, dishroom, office, staff, and dining rooms and receiving area.
7. CONTRACTOR and its employees assigned to COUNTY facilities are required to comply with all facility rules of conduct concerning normal day-to-day operations.
8. CONTRACTOR is required to staff the operation with the optimum number of employees at all times for the efficient operation of the kitchen.
9. CONTRACTOR employees must be properly attired in a standard uniform.
10. All Cafeteria Services employees in the kitchen and Cafeteria Services areas must wear hair restraints (nets or hats).
11. CONTRACTOR employees are subject to background check and wear security identification while working in the County facilities.
12. CONTRACTOR employees are subject to search at any time while within secured areas of COUNTY facilities.
13. CONTRACTOR must obey all Federal, State and local laws and ordinances regarding health, sanitation, and safety. CONTRACTOR will be subject to inspections in the kitchen by authorized personnel from the Jefferson County Courthouse Superintendent of Maintenance and City Health Department.

**ARTICLE VI**  
**DUTIES OF COUNTY**

COUNTY shall provide access to dumpsters and recycling containers at reasonable times to be negotiated between CONTRACTOR and Courthouse Superintendent of Maintenance.

COUNTY will provide, install, and permit CONTRACTOR to use the capital equipment, which COUNTY deems necessary for Temporary Canteen (Meal Catering) and related activities.

COUNTY shall approve any and all designs, furnishings, decorations, alterations, improvements, advertisements, etc., prior to any such action being taken by the Contractor.

COUNTY will provide the cafeteria facility, standard utilities, existing equipment, tables and chairs, and related utilities to the Contractor at no charge to the Contractor.

COUNTY will provide all preventive maintenance and repairs on all equipment related to the cafeteria operation, including refrigerators, freezers, ice machines, stoves, warmers, etc., that are used directly by the cafeteria operation. The Jefferson County Maintenance Department will maintain all building systems (HVAC, electrical, structural).

**ARTICLE VII**  
**RATES**

COUNTY shall pay directly to CONTRACTOR Payment per month in accordance with CONTRACTOR'S response to IFP Number 22-031/MR, which with the IFP Specifications for IFP Number 22-031/MR are by referenced in the Fee Structure Schedule as follows.

| <b>Item</b> | <b>Description</b> | <b>Price Per Meal/<br/>per person</b> |
|-------------|--------------------|---------------------------------------|
| 1           | Breakfast          | \$                                    |
| 2           | Lunch              | \$                                    |
| 3           | Dinner             | \$                                    |
| 4           | Boxed Lunch        | \$                                    |
| 5           | Snacks             | \$                                    |

**ARTICLE VIII**  
**RELATIONSHIP OF PARTIES**

None of the provisions of this Agreement is intended to create nor shall be deemed or construed to create any relationship between the parties other than that of independent entities contracting with each other solely for affecting the provisions of this Agreement.

It is expressly acknowledged and agreed that neither of the parties, nor any of their employees shall be construed to be agent, employer or representative of the other nor shall any provision of this Agreement create any right in COUNTY to exercise control or direction over the business of CONTRACTOR provided, however, that all services provided to COUNTY hereunder shall be provided and delivered at all times in a manner consistent with the standards of CONTRACTORS profession, the terms of this Agreement and all applicable laws, rules and regulations of authorities having jurisdiction over Jefferson County.

Personnel provided by CONTRACTOR are not employees of COUNTY nor are they entitled to any direct compensation nor any benefits or rights of COUNTY employees as from time to time may be established, and shall provide services for the benefit of COUNTY through CONTRACTOR and only pursuant to this Agreement.

COUNTY has hired CONTRACTOR to provide food services. As such, CONTRACTOR has the duty and obligation to perform all obligations to COUNTY under this Agreement in the highest professional manner. No property owned by or referencing COUNTY or one of its subdivisions shall be used by any employee, staff member, or representative of CONTRACTOR without express approval by the authorized COUNTY representative and then shall be used only for professional purposes within the parameters of this Agreement.

**ARTICLE IX**  
**INSURANCE**

CONTRACTOR, at no cost to COUNTY, shall have and maintain at all times insurance of the types and amounts required in the bid specifications.

**ARTICLE X**  
**INDEMNIFICATION**

CONTRACTOR shall indemnify and hold COUNTY harmless from and against any and all claims, demands, costs, expenses, liabilities and losses (including reasonable attorney's fees) which may arise out of any acts or failure to act of CONTRACTOR, its employees, agents or contractors in connection with the performance of services pursuant to this Agreement.

**ARTICLE XI**  
**MISCELLANEOUS**

This agreement, Specifications for IFP Number 22-031/MR, and CONTRACTOR'S response constitute the entire understanding between the parties, and no other agreements, representations or contract shall be binding on any of the parties unless set forth in writing and signed by all parties. Should the documents comprising this understanding contain conflicting provisions, provisions of the Bid Specifications shall have priority.

This Agreement supersedes all other prior agreements, either oral or written between the parties with respect to the professional services to be provided by CONTRACTOR to COUNTY and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner.

Each party to this Agreement acknowledges that any party or anyone acting on behalf of any party that is not embodied in this Agreement has made no inducements or promises, oral or otherwise.

The invalidity or unenforceability of any term or provision of this Agreement shall in no way affect the validity or enforceability of any other term or provision.

Neither party under this Agreement shall have the right to assign or transfer its rights to any third party without prior written consent of the other party.

The law of the State of Texas hereunder, shall govern the validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties and all venues shall be in Jefferson County, Texas.

This Agreement is in compliance with current federal contracting requirements as outlined within 2 C.F.R. §200.326 and 2 C.F.R. Part 200 and as stated within Appendix 1 "2 C.F.R. § 200.326 Required Clauses" if applicable.

**ARTICLE XII**  
**NOTICES**

All notice required under this Agreement shall be sent postage prepaid U.S. Mail or hand delivered to the parties at the following addresses:

CONTRACTOR: (Vendor)

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

**Signed** on this (Date TBD).

OWNER:

CONTRACTOR:

Jefferson County

(Vendor Name)

BY: \_\_\_\_\_  
Jeff Branick

BY: \_\_\_\_\_  
(Owner Name)

TITLE: County Judge

TITLE: Owner

ATTEST:

\_\_\_\_\_  
Laurie Leister  
County Clerk



## 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

June 21, 2022

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **IFB 22-032/MR Term Contract for Fire Sprinkler, Fire Pump, Kitchen Hood Suppression and Halon 1301 Fire Suppression Inspection for Jefferson County**. Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/> or by calling 409-835-8593.

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

**BID NAME:** Term Contract for Fire Sprinkler, Fire Pump, Kitchen Hood Suppression and Halon 1301 Fire Suppression Inspection for Jefferson County

**BID NUMBER:** IFB 22-032/MR

**DUE BY TIME/DATE:** 11:00 AM CT, Wednesday, July 6, 2022

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

Any questions relating to these bid requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: [mreeves@co.jefferson.tx.us](mailto:mreeves@co.jefferson.tx.us)

Jefferson County encourages Disadvantaged Business Enterprises (DBEs), Minority/Women Business Enterprises (M/WBEs), 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:  
**June 22<sup>nd</sup> & June 29<sup>th</sup>, 2022**  
Examiner: **June 30, 2022**

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**BID SUBMISSIONS:**

**One (1) Original and two (2) Bid Copies; with all copies to include a Completed Copy of this specifications packet, in its entirety.**

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

**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 will result in a response being declared as non-responsive.**

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

---

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

**1. BIDDING.****1.1 BIDS.**

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

**1.2 AUTHORIZED SIGNATURES.**

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

**1.3 LATE BIDS.**

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

**1.4 WITHDRAWAL OF 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 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 CT to 4:00 pm CT, Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

### **2.4 DELIVERY SCHEDULE.**

Delivery time may be an important consideration in the evaluation of best value. The maximum number of days

necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

**2.5 DELIVERY CHARGES.**

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

**2.6 INSTALLATION CHARGES.**

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

**2.7 OPERATING INSTRUCTIONS AND TRAINING.**

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

**2.8 STORAGE.**

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

**2.9 COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS.**

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

**2.10 OSHA.**

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

**2.11 PATENTS AND COPYRIGHTS.**

The successful Vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

**2.12 SAMPLES, DEMONSTRATIONS, AND TESTING.**

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

**2.13 ACCEPTABILITY.**

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

time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

#### **2.14 MAINTENANCE.**

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

#### **2.15 MATERIAL SAFETY DATA SHEETS.**

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

#### **2.16 EVALUATION.**

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

### **3. PURCHASE ORDERS AND PAYMENT.**

#### **3.1 PURCHASE ORDERS.**

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

#### **3.2 INVOICES.**

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

#### **3.3 PROMPT PAYMENT.**

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

#### **3.4 FUNDING.**

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

#### 4. CONTRACT.

##### 4.1 CONTRACT DEFINITION.

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

##### 4.2 CHANGE ORDER.

No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

##### 4.3 PRICE RE-DETERMINATION.

A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The Bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

##### 4.4 TERMINATION.

Jefferson County reserves the right to terminate the contract for default if the Bidder breached any of the terms therein, including warranties of Bidder or if the Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest Bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the Bidder in default.

##### 4.5 CONFLICT OF INTEREST.

Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

##### 4.6 INTEREST BY PUBLIC OFFICIALS.

No public official shall have interest in this contract, in accordance with Texas Local Government Code.

##### 4.7 PRE-AWARD/CONTRACT CONTACT BETWEEN COUNTY AND VENDORS.

**The Jefferson County Purchasing Department will be the primary pre-bid contact for this Invitation for Bid, unless otherwise specified within these bid specifications. If not written within these specifications, Potential Bidders/Vendors shall not visit or conduct discussions with other County Departments or representatives.**

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 will 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.

#### **4.8 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.

#### **4.9 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.

#### **4.10 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.

#### **4.11 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.

#### **4.12 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.

#### **4.13 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 AND/OR CONTRACT DOCUMENTS.**

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

**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-OWNED (MWBE), WOMEN-OWNED (WBE) AND HISTORICALLY UNDERUTILIZED (HUB) BUSINESS ENTERPRISE PARTICIPATION.**

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

## SECTION 2: 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 29 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 46

**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 applies 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.”**

**7. 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 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

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The following requirements and instructions supersede General Requirements where applicable.

#### 1. SUBMISSION OF BID.

##### **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.

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

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 will 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

**BID PACKAGING:** 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, July 6, 2022**

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

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

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.

**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. PRE-BID MEETING AND WALK-THROUGH.**

Due to the nature of this Request for Proposals, a Pre-Proposal Conference will not be held for this project.

**3. QUESTIONS/DEADLINE FOR QUESTIONS.**

Questions may be emailed to **Mistey Reeves, ASSISTANT PURCHASING AGENT** at: [mreeves@co.jefferson.tx.us](mailto:mreeves@co.jefferson.tx.us)  
The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, **July 1, 2022.**

#### 4. 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/RFO/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.**

#### 5. FORM 1295 (Texas Ethics Commission) SUBMISSION REQUIREMENT/INSTRUCTIONS FOR BIDDERS.

All Non-Exempt Bidders are required to submit a completed FORM 1295 with bid submission.

##### 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)

A sample of a completed FORM 1295 is included on **PAGE 29**.

#### 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.”

**Question:** Will the date of birth and address provided appear on the TEC’s website when the form is filed?

**Answer:** No. 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. Although the TEC does not capture the date of birth and street address of the signatory, the contracting state agency or governmental agency will have

a physical copy of the form that includes the date of birth and address of the signatory. The TEC cannot answer whether the contracting state agency or governmental agency may release such information. Questions regarding the Texas Public Information Act may be directed to the Office of the Attorney General. See also Paxton v. City of Dall., No. 03-13-00546-CV, 2015 Tex. App. LEXIS 5228, at \*10-11 (App.—Austin May 22, 2015) (mem. op.) (pet. denied) (available here)

**FORM 1295 EXEMPTIONS:**

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

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

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

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and any qualified vendor is eligible for the contract
- 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.<br>Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.   |   | <b>OFFICE USE ONLY</b>                             |   |                                       |  |             |              |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <b>1</b> Name of business entity filing form, and the city, state and country of the business entity's place of business.<br>ADD THE ABOVE-REQUESTED INFORMATION HERE   |   | Must file online at www.ethics.state.tx.us/File    |   |                                       |  |             |              |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <b>2</b> Name of governmental entity or state agency that is a party to the contract for which the form is being filed.<br>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.<br>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<br/>(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 WORK FOR THE BUSINESS (AS LISTED ON ITEM NO. 1 OF THIS FORM) THAT WILL PROFIT FROM THE BID/CONTRACT/PO.                         </td> <td></td> <td></td> </tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table> |   | Name of Interested Party                           | City, State, Country<br>(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. |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Name of Interested Party  | City, State, Country<br>(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>5</b> Check only if there is NO Interested Party. <input type="checkbox"/>   |   | ONLY CHECK IF NO CONTROLLING OR INTERMIDIARY PARTY |   |                                       |  |             |              |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <b>6 UNSWORN DECLARATION</b> MUST COMPLETE THIS SECTION IN ITS ENTIRETY.  |   |  |   |                                       |  |             |              |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| My name is _____, and my date of birth is _____   |   |  |   |                                       |  |             |              |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| My address: _____<br>(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____.<br>(month) (year)  |   |  |   |                                       |  |             |              |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| _____<br>Signature of authorized agent of contracting business entity<br>(Declarant)  |   |  |   |                                       |  |             |              |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| ADD ADDITIONAL PAGES AS NECESSARY   |   |  |   |                                       |  |             |              |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

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

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

### SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS (CONTINUED)

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**6. MULTIPLE VENDOR AWARD.**

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

**7. 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.

**8. 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.

**9. 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.

**10. INSURANCE.**

The contractor (including any and all subcontractors as defined in Section 11.1.3 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> | \$1,000,000 |
| <b>Excess Liability</b>  | \$1,000,000 |

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

**Workers' Compensation**

Statutory Coverage (See Section 9 Below)

**11. WORKERS' COMPENSATION INSURANCE****11.1 Definitions:**

11.1.1 **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.

11.1.2 **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.

11.1.3 **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.

11.2 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.

11.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 10 above.

11.4 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.

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

11.5.1 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

11.5.2 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.

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

11.7 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.

- 11.8 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.
- 11.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 11.9.1 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.
  - 11.9.2 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.
  - 11.9.3 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.
  - 11.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
    - 11.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
    - 11.9.4.2 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.
  - 11.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
  - 11.9.6 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
  - 11.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 11.1. – 11.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 11.10 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.
- 11.11 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 22-032/MR Term Contract for Fire Sprinkler, Fire Pump, Kitchen Hood Suppression and Halon 1301 Fire Suppression Inspection for Jefferson County

**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.**

## SECTION 4: MINIMUM SPECIFICATIONS

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The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: mreeves@co.jefferson.tx.us. Please reference Bid Number: IFB 22-032/MR.

### SCOPE OF PROJECT:

The intent of this invitation to bid and resulting contract is to obtain the services of qualified security firms/vendors to provide fire sprinkler, fire pump, kitchen hood suppression and halon 1301 suppression system inspections at various County locations for an annual term contract. Bidders may bid on any or all lots.

#### **Annual Testing Service**

- The Contractor shall make one regularly scheduled testing service call at twelve month intervals. **All testing and inspections shall be performed within ninety (90) days after contract award.** One copy of the annual inspection report shall be left at each site.
- The following services shall be performed:
  - Clean, adjust, and test all control equipment
  - Inspect and test outlying field equipment
  - Inspect and test to assure proper function of each device
- The regularly scheduled testing shall be established at a time mutually convenient to the County and Contractor. The Contractor shall give at least five days' notice. Some sites may require work to be performed on weekends or evening hours.
- The Contractor shall inform the County of any deficiencies to the system within 24 hours after test.
- The County shall provide a list of "Points of Contacts" for each destination to be tested.
- Within 120 days after contract award, the Contractor shall provide a list of all systems, types of equipment, installers, programmers, codes, numbers, zones and devices for each location including manufacturer, make and model number.
- Any material used under this section will be billed to the County at cost. The Contractor shall submit a copy of the invoice for the parts when submitting bill.
- **The Contractor shall train County employees in the operation, maintenance and overview of entire systems. This class shall be held at a site chosen by the County during normal business hours. The class shall be a minimum of six hours. The class shall be conducted by a qualified instructor knowledgeable in fire/burglar alarm repairs and maintenance. The Contractor shall submit a syllabus of said class, for approval, to the Purchasing Agent at least two weeks prior to class. Training certificates shall be provided to those attending all six hours of training.**
- The Contractor shall load test all batteries annually and replace as necessary and report all such replacements noting locations and reason for replacement. Contractor shall bill County for replacement batteries.

- The Contractor shall comply with all current local, state, federal code and regulations concerning the testing and maintenance of fire alarm systems.

## **Systems**

**Cooking Vent Hood Fire Suppression Systems:** Semi-annually inspect and tag system.

### **Fire Pump Systems:**

Fire Pumps: Annually inspect and conduct flow test of all fire pumps. Test as required.

Water Storage Tanks: Frequency and test method varies with type of tank.

### **Standpipe Systems:**

Standpipe Fire Hoses: Semi-annually re-rack and replace gaskets. Every third year after installation, conduct pressure test (test pressure dependent on type of hose).

Fire Department Standpipe and Sprinkler Connections: Five (5) year inspection and flow test of all fire department connections, piping and check all valve assemblies.

Wet System: Inspect and flow test at required volume of water at design pressure for each zone of the system.

Dry System: Conduct hydrostatic test at 200 psi for two (2) hours or 50 psi over maximum working pressure on dry pipe standpipe systems and dry portions of wet pipe system.

## **Scheduling**

Within thirty (30) days of award, the Contractor shall provide a proposed inspection schedule for all locations for approval by the designated representative of the Maintenance Department. Hours of service are from 8:00 am to 5:00 pm, Monday through Friday. All services and inspections shall be coordinated with the designated Jefferson County representative forty-eight (48) hours prior to arrival. A Jefferson County designated representative must sign all inspection and service reports after completion of work. All locations require an escort, which shall be designated by the Maintenance Department.

## **Inspection Reporting**

Inspection reporting shall specifically identify each device inspected/tested, including type, building floor and location, zone, and rating (if applicable). Within ten (10) working days of the inspection, the Contractor shall provide a line item written proposal estimating the cost (labor and materials) to correct deficiencies noted in the report. Within one hundred twenty (120) days after contract award, the Contractor shall provide a list of all systems, types of equipment, installers, programmers, codes, numbers, zones, and devices for each location, including manufacturer, make, and model number.

## **Contractor Qualifications**

The Contractor shall be fully licensed and accredited for the work performed as well as for Uniform Code (UC) standards 1971, 300 and 864 and be SCR (Sprinkler Certificate of Registration) licensed with the State Fire Marshall's Office. Copies of all applicable licenses and certificates should be provided with the bid. Forfeiture of any said license or certification during the term of this contract can be cause for immediate cancellation of contract. Proof of insurance shall be submitted with bid as required in Attachment E, Minimum Insurance Requirement.

## **Maintenance/Repair Service**

- The contractor shall provide all materials and labor necessary to perform renovations, repairs, installation, or alteration of fire alarm systems to maintain the systems in good repair at all times as required by code. Contractor shall be prepared to work on all fire alarm systems at all County Owned and leased facilities. If the contractor requires a third party provider to complete the maintenance/repair, the hourly rates shall not exceed the fixed hourly rates provided by the contractor and billed through the contractor.
- The contractor shall respond to calls placed for emergency service within one (1) hour from receipt of notification from the County, unless otherwise instructed by the General Maintenance Manager or his authorized representative(s). The County will determine what constitutes an emergency (i.e., inability to reset an alarm at a critical care facility such as a detention center). **THE REQUIREMENT TO PROVIDE EMERGENCY REPAIRS MEANS THAT THE CONTRACTOR MUST HAVE A 24-HOUR POINT OF CONTACT (NAME AND PHONE NUMBER) AND THE CAPABILITY TO RESPOND TO THE SITE WITHIN ONE HOUR AFTER CONTACT IS MADE (AS STATED ABOVE).**
- The County shall provide a list of "Point of Contacts" for each destination to be serviced. All maintenance shall be scheduled through the Maintenance Superintendent, Greg Keller (835-8511) or his authorized representative(s).
- All work shall be scheduled at the convenience of the County as not to interfere with the County's conduct of business. An hourly rate for maintenance/repair service call shall be quoted. In the event the contractor is required to perform work other than Monday through Friday from 7:30 a.m. to 5:00 p.m., and emergency calls, contractor shall charge no more than 1½ times the fixed hourly rate for the individual performing the service. This rate shall only be charged with prior authorization from the General Maintenance Supervisor or his authorized representative(s) acting within their authority for the County.
- Man hours paid under this contract shall be only for productive hours at the job site. Time spent for transportation of workers, material acquisition, handling and delivery, or for movement of contractor owned or rental equipment is not chargeable directly but is overhead and the cost shall be included in the hourly rate. **The County shall accept no bid with a minimum charge stipulation.**
- The contractor shall comply with all current Jefferson County Code and Regulations concerning the testing and maintenance of fire alarm systems.
- In the event the contractor is unable to repair any alarm panel within a reasonable amount of time, the County may contact another firm to repair the problem and charge full increase in cost to the contractor.

### Estimates

- Contractor shall provide written "Not to Exceed" estimates on all non-emergency projects over \$500.00. This estimate shall include the estimated number of hours, hourly rate, number and type of employees required, estimated material cost and completion date. Contractor shall respond to requests for estimates within two (2) days and provide written estimates within five (5) days of the original request.
- It shall be the contractor's responsibility to ensure they have all information to prepare accurate estimates.
- Non-emergency work shall only be performed with the authorization of the County General Maintenance Manager or his authorized representative(s). Upon authorization actual work shall not exceed the contractor's estimate unless special arrangements have been made prior to completion of the work.

- Materials shall be billed to the County at Contractor cost. Contractor shall supply upon invoicing their suppliers bill of materials.
- Unreasonable estimates shall be deemed cause to terminate this contract.

### Locations/Equipment

The following is a list of locations where monitoring and maintenance services shall be required.  
**Actual equipment verification shall be the responsibility of the bidder.**

Courthouse (Old Building)  
 1149 Pearl Street  
 Beaumont TX 77701  
 Attn: Greg Keller  
 (409)835-8511

Courthouse (New Building)  
 1085 Pearl Street  
 Beaumont TX 77701  
 Attn: Greg Keller  
 (409)835-8511

Annex I  
 1225 Pearl Street  
 Beaumont TX 77701  
 Attn: Greg Keller  
 (409)835-8511

Annex II  
 1295 Pearl Street  
 Beaumont TX 77701  
 Attn: Greg Keller  
 (409)835-8511

Sheriff's Department  
 1001 Pearl Street  
 Beaumont TX 77701  
 Attn: Greg Keller  
 (409)835-8511

Correctional Facility  
 5030 Highway 69 South  
 Beaumont TX 77705  
 Attn: Capt. Kenneth Harrell  
 (409)726-2500

Juvenile Probation  
 5326 Highway 69 South  
 Beaumont TX 77705  
 Attn: Chief Ed Cockrell  
 (409)722-7474

Jack Brooks Regional Airport  
 5000 Jerry Ware Dr., Ste. 100  
 Beaumont TX 77705  
 Attn: Alex Rupp  
 (409)719-4900

Subcourthouse  
 709 Lakeshore Drive  
 Port Arthur TX 77640  
 Attn: Kenneth Shepard  
 (409)983-8307

Road & Bridge, Precinct 2  
 7759 Viterbo Road  
 Beaumont TX 77705  
 Attn: Mike Trahan  
 (409)727-2173

**OFFER AND ACCEPTANCE FORM  
OFFER TO CONTRACT**

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer.

We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

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

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

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

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
City                      State                      Zip

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

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

\_\_\_\_\_  
Title

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

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

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

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

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

**ACCEPTANCE OF OFFER**

---

The Offer is hereby accepted for the following items: Term Contract for Fire Sprinkler, Fire Pump, Kitchen Hood Suppression and Halon 1301 Fire Suppression Inspection for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor’s Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. IFB 22-032/MR, Term Contract for Fire Sprinkler, Fire Pump, Kitchen Hood Suppression and Halon 1301 Fire Suppression Inspection for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

**COUNTERSIGNED:**

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

---

**Date**

**ATTEST:**

---

**Laurie Leister**  
**Jefferson County Clerk**

**BID FORM**

**Instructions:** Bidder should complete the Unit Price below.  
 The Total Price will be calculated by Jefferson County upon award.

| Item | Unit          | Description  | Unit Price |
|------|---------------|--|------------|
| 1    | Semi Annually | Sprinkler Systems (Wet Pipe System Inspection)                                       | \$         |
| 2    | Semi Annually | Sprinkler Systems (Dry Pipe System Inspection)                                       | \$         |
| 3    | Semi Annually | Cooking Vent Hood Fire Suppression Systems   | \$         |
| 4    | Semi Annually | Halon 1301 System  | \$         |
| 5    | Annually      | Fire Pump Systems (Fire Pump Flow Test to be performed after hours or weekends only) | \$         |
| 6    | Semi Annually | Standpipe Systems  | \$         |

Total \$ \_\_\_\_\_

Sprinkler Certificate of Registration (SCR) attached? ..... Yes  No

|   |                     |
|---|---------------------|
| <b>BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):</b>   |                     |
| Addendum 1 _____  | Date Received _____ |
| Addendum 2 _____  | Date Received _____ |
| Addendum 3 _____  | Date Received _____ |
| <b>BIDDER: INCLUDE FULL, SIGNED, &amp; ATTESTED COPY OF EACH ADDENDUM ISSUED WITH BID SUBMISSION.</b> |                     |

|  |
|--|
| <p><b>REQUIRED FORM</b><br/> <b>Bidder: Please complete this form and include with bid submission.</b></p> |
|--|

**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.

|  |
|--|
| <p>_____</p> <p><b>Signature of Contractor's Authorized Official</b></p> <p>_____</p> <p><b>Name and Title of Contractor's Authorized Official</b> <i>(Please Print)</i></p> <p>_____</p> <p><b>Date</b></p> |
|--|

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

**CONFLICT OF INTEREST QUESTIONNAIRE**

| <b>CONFLICT OF INTEREST QUESTIONNAIRE</b><br>For vendor doing business with local governmental entity   |   | <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><br><br>Date Received |                 |
| <p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p>  |   |                 |
| <p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p 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.)</p>  |   |                 |
| <p><b>3</b> Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C, &amp; D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p> |   |                 |
| <p><b>4</b></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity</p> <p style="text-align: right; margin-right: 100px;">_____</p> <p style="text-align: right; margin-right: 100px;">Date</p>  |   |                 |

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<br/>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> |
| <b>1</b>   | <b>Name of Local Government Officer</b>  | Date Received          |
| <b>2</b>   | <b>Office Held</b>   |                        |
| <b>3</b>   | <b>Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</b>   |                        |
| <b>4</b>   | <b>Description of the nature and extent of employment or other business relationship with vendor named in item 3</b>   |                        |
| <b>5</b>   | <p><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></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;"><small>(attach additional forms as necessary)</small></p>   |                        |
| <b>6</b>   | <p><b>AFFIDAVIT</b></p> <p style="text-align: center;"><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> <p style="text-align: center;">_____</p> <p style="text-align: center;"><small>Signature of Local Government Officer</small></p> <p><small>AFFIX NOTARY STAMP / SEAL ABOVE</small></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>_____<br/><small>Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath</small></p> |                        |

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 . . . ?**

- Yes  No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?
- Yes  No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
- Yes  No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the Prime Contractor/Consultant’s organization)?
- Yes  No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive Bidders?
- Yes  No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
- Yes  No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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



**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)  
SUCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 1 OF 4

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

Yes  No

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

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

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

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

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

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

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

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

**FOR HUB OFFICE USE ONLY:**

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

**PART I. HUB SUBCONTRACTOR DISCLOSURE**

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

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

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

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

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

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

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

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

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 2 OF 4

HUB Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)  
SUBCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 4 OF 4

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid 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 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**

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

**SENATE BILL 252 CERTIFICATION**

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

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

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

**Certification check performed by:**

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

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

**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, First Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

**CONTRACT EXTENSION REQUEST**

June 8, 2022

Gulf Coast Electric Co., Inc.  
2005 Pecos Street  
Beaumont, TX 77701  
Attention: Mr. Kevin Picard

Re: (IFB 20-024/YS), Term Contract for Disaster and Emergency Repair, Service and Installation of Electrical Services for Jefferson County

Dear Mr. Picard:

Please be advised the above-referenced contract for Jefferson County will expire on **August 10, 2022**. It is requested that your company extend your current contract for an additional 6 days, to expire August 16, 2022.

Please sign the acknowledgment below to indicate your agreement and return to our office by Thursday, June 16, 2022. Jefferson County appreciates your cooperation with this extension.

Best regards,

Sincerely,

Deborah L. Clark  
Purchasing Agent  
Jefferson County, Texas

DC: mr

Price Extension Received and Accepted: 6/9/22 \_\_\_\_\_  
Date

Project Number: IFB 20-024/YS \_\_\_\_\_

Contractor: Gulf Coast Electric Co. Inc. \_\_\_\_\_

Signature: [Handwritten Signature] \_\_\_\_\_

Print Name and Title: Kevin Picard V.P. \_\_\_\_\_

**JEFFERSON COUNTY, TEXAS**



Laurie Leister, County Clerk

Jeff R. Brahmick, County Judge



**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah L. Clark, Purchasing Agent*

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

**CONTRACT EXTENSION REQUEST**

June 8, 2022

Munchies Courthouse Cafe  
1149 Pearl Street  
Beaumont, TX 77701  
Attention: Mr. David Prejean

Re: (IFB 14-013/JW), Temporary Canteen (Meal Catering) Disaster/Emergency for Jefferson County

Dear Mr. Prejean:

Please be advised the above-referenced contract for Jefferson County will expire on **June 28, 2022**. It is requested that your company extend your current contract for an additional 35 days, to expire August 2, 2022.

Please sign the acknowledgment below to indicate your agreement and return to our office by Wednesday, June 15, 2022. Jefferson County appreciates your cooperation with this extension.

Best regards,

Sincerely,

Deborah L. Clark  
Purchasing Agent  
Jefferson County, Texas

DC: mr

Price Extension Received and Accepted: 6-10-2022  
Date

Project Number: IFB 14-013/JW

Contractor: Munchies Courthouse Cafe

Signature: David W. Prejean

Print Name and Title: David W. Prejean

ATTEST:

Laurie Leister, County Clerk

JEFFERSON COUNTY, TEXAS

Jeff R. Branick, County Judge



**CONTRACT RENEWAL FOR IFB 19-040/YS  
TERM CONTRACT FOR ROAD BUILDING MATERIAL FOR  
JEFFERSON COUNTY**

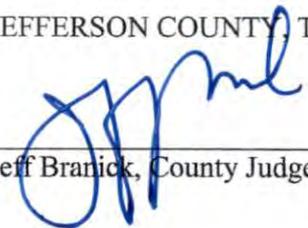
The County entered into a contract with LD Construction for one (1) year, from September 9, 2019 to September 8, 2020, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its second one-year option to renew the contract for one (1) additional year from September 8, 2021 to September 7, 2022.

ATTEST:

  
\_\_\_\_\_  
Laurie Leister, County Clerk

JEFFERSON COUNTY, TEXAS

  
\_\_\_\_\_  
Jeff Branick, County Judge



CONTRACTOR:  
LD Construction

  
\_\_\_\_\_  
(Name)



# JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah L. Clark, Purchasing Agent*

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

IFB 19-040/YS

Term Contract for Road Building Materials for Jefferson County

Awarded: September 9, 2019

Renewal 1: 9/8/2020 – 9/7/2021

Updated 9/21/2020

## CURRENT PRICING

### 1A. Rock Asphalt - Truck Delivery

(Price per ton, FOB, delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed)

| Vulcan Construction Materials LLC                                   |          |            |         |
|---|----------|------------|---------|
| A. Natural Limestone Rock Asphalt Aggregated for Surface Treatments | China Rd | Viterbo Rd | Boyt Rd |
| 1 Item 302 Type PB Gr 3   | 84.90    | 85.22      | 85.06   |
| 2 Item 302 Type PB Gr 4   | 84.90    | 85.22      | 85.06   |
| 3 Item 302 Type PB Gr 4S  | 84.90    | 85.22      | 85.06   |
| *minimum 24 ton delivery  |          |            |         |

### 1B. Rock Asphalt - Truck Delivery

(Price per ton, FOB delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed)

| Vulcan Construction Materials LLC                                   |          |         |          |        |
|---|----------|---------|----------|--------|
| A. Natural Limestone Rock Asphalt Aggregates for Surface Treatments | Rosedale | LaBelle | Hamshire | Hebert |
| 1 Item 302 Type PB Gr 3   | 84.42    | 82.02   | 84.74    | 84.42  |
| 2 Item 302 Type PB Gr 4   | 84.42    | 82.02   | 84.74    | 84.42  |
| 3 Item 302 Type PB Gr 4S  | 84.42    | 82.02   | 84.74    | 84.42  |
| *minimum 24 ton delivery  |          |         |          |        |

**1C. Rock Asphalt - Railroad Delivery**  
 (Price per ton, FOB Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed)

|   |                        | Vulcan Construction Materials LLC |             |          |
|---|------------------------|-----------------------------------|-------------|----------|
|   |                        | China Rd.                         | Viterbo Rd. | Boyt Rd. |
| A. Natural Limestone Rock Asphalt Aggregated for Surface Treatments |                        |                                   |             |          |
| 1   | Item 302 Type PB Gr 3  | 66.34                             | 66.34       | 66.34    |
| 2   | Item 302 Type PB Gr 4  | 66.34                             | 66.34       | 66.34    |
| 3   | Item 302 Type PB Gr 4S | 66.34                             | 66.34       | 66.34    |
| *minimum 4000 ton delivery  |                        |                                   |             |          |

**1D. Rock Asphalt - Railroad Delivery**  
 (Price per ton, FOB Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed)

|   |                        | Vulcan Construction Materials LLC |         |          |        |
|---|------------------------|-----------------------------------|---------|----------|--------|
|   |                        | Rosedale                          | LaBelle | Hamshire | Hebert |
| A. Natural Limestone Rock Asphalt Aggregates for Surface Treatments |                        |                                   |         |          |        |
| 1   | Item 302 Type PB Gr 3  | 66.34                             | 66.34   | 66.34    | 66.34  |
| 2   | Item 302 Type PB Gr 4  | 66.34                             | 66.34   | 66.34    | 66.34  |
| 3   | Item 302 Type PB Gr 4S | 66.34                             | 66.34   | 66.34    | 66.34  |
| *minimum 4000 ton delivery  |                        |                                   |         |          |        |

**2. Flexible Base, Item 247, Ty A, Gr 1 CLA (Minimum P.I. 4 - Maximum P.I. 10)**

A. Truck Delivery - Prices FOB Delivered with Freight Prepaid and Allowed by Type of Equipment Indicated. Flexible Base - Price per ton delivered from Vendor's hopper to job site. Bidder shall supply material from location closest to the County project site.

|                  | Vulcan Construction Materials LLC |                        |
|------------------|-----------------------------------|------------------------|
|                  | Price per ton, tandem dump        | Price per ton, trailer |
| 1. 1 -10 miles   | 28.00                             | 28.00                  |
| 2. 11 - 20 miles | 29.00                             | 29.00                  |
| 3. 21- 30 miles  | 30.50                             | 30.50                  |
| 4. 31 + miles    | 36.00                             | 36.00                  |

\*minimum 24 ton delivery

|                                   |                     |   |  |
|-----------------------------------|---------------------|---|--|
| <b>B. Hopper Pick-Up</b>          |                     | <b>Vulcan Construction Materials LLC</b>      |  |
|                                   | <b>Address</b>      | <b>Price per ton FOB truck shipping point</b> |  |
| <b>Location</b>                   |                     |   |  |
| 1. Beaumont                       | 1399 Carroll Street | 22.50   |  |
| 2. Port Neches                    |                     | No Bid  |  |
| 3. Port Arthur                    |                     | No Bid  |  |
| 4. Other                          |                     | No Bid  |  |
| 5. Other                          |                     | No Bid  |  |
| <b>Hours of Hopper Operation:</b> |                     | 7 am - 5 pm *minimum 24 ton delivery          |  |

**3. CMD-9000-002 Asphaltic Concrete Patching Material (Stockpile Storage)**

|   |                 |   |                               |
|---|-----------------|---|-------------------------------|
| <p><b>A. Truck Delivery-Prices FOB Delivered with Freight Prepaid and Allowed by Type of Equipment Indicated. Patching Material-Price per ton delivered from Vendor's hopper to job site. Bidder shall apply material from location closest to the County project site.</b></p> |                 | <b>Gulf Coast</b>                             |                               |
|   |                 | <b>Price per ton, tandem dump</b>             | <b>Price per ton, trailer</b> |
| 1. 1 - 10 miles   |                 | 95.00   | 95.00                         |
| 2. 11 - 20 miles  |                 | 97.70   | 97.70                         |
| 3. 21 - 30 miles  |                 | 100.85  | 100.85                        |
| 4. 31+ miles  |                 | 103.20  | 103.20                        |
| <b>B. Hopper Pick-Up</b>  |                 | <b>Gulf Coast</b>                             |                               |
|   | <b>Address</b>  | <b>Price per ton FOB truck shipping point</b> |                               |
| <b>Location</b>   |                 |   |                               |
| 1. Beaumont   | 860 Pine Street | 90.00   |                               |
| 2. Port Neches  |                 | No Bid  |                               |
| 3. Port Arthur  |                 | No Bid  |                               |
| 4. Other  |                 | No Bid  |                               |
| 5. Other  |                 | No Bid  |                               |
| <b>Hours of Hopper Operation:</b>   |                 | Mon-Fri, 7am-4pm                              |                               |

4A. Cement Stabilized Base - Truck Delivery (price per ton, FOB delivered Jefferson County Precinct Service Center with freight prepaid and allowed)

|   |                                 |            |          |          |          |
|---|---------------------------------|------------|----------|----------|----------|
| A-1. Item 276, Plant Mix, Crushed Stone, 1-1/2 sack/ton | Martin Marietta Materials, Inc. |            |          |          |          |
|   | China Rd                        | Viterbo Rd | Boyt Rd  |          |          |
|   | 45.00                           | 44.00      | 44.50    |          |          |
| A-2. Item 276, Plant Mix, Crushed Stone, 1-1/2 sack/ton | Martin Marietta Materials, Inc. |            |          |          |          |
|   | Hebert                          | Rosedale   | LaBelle  | Hamshire | Hebert   |
|   | No Bid                          | 45.00      | 44.50    | 45.00    | 44.50    |
| B-1. Item 276, Plant Mix, Crushed Stone, 2 sack/ton     | Martin Marietta Materials, Inc. |            |          |          |          |
|   | China Rd                        | Viterbo Rd | Boyt Rd  |          |          |
|   | 48.00                           | 47.00      | 47.50    |          |          |
| B-2. Item 276, Plant Mix, Crushed Stone, 2 sack/ton     | Martin Marietta Materials, Inc. |            |          |          |          |
|   | Hebert                          | Rosedale   | LaBelle  | Hamshire | Hebert   |
|   | No Bid                          | 48.00      | 47.50    | 48.00    | 47.50    |
| C-1. Item 276, Plant Mix, Crushed Stone, 3 sack/ton     | Martin Marietta Materials, Inc. |            |          |          |          |
|   | China Rd                        | Viterbo Rd | Boyt Rd  |          |          |
|   | 54.00                           | 53.00      | 53.50    |          |          |
| C-2. Item 276, Plant Mix, Crushed Stone, 3 sack/ton     | Martin Marietta Materials, Inc. |            |          |          |          |
|   | Hebert                          | Rosedale   | LaBelle  | Hamshire | Hebert   |
|   | No Bid                          | 54.00      | 53.50    | 54.00    | 53.50    |
| D-1. Item 276, Plant Mix, Crushed Stone, 4 sack/ton     | Martin Marietta Materials, Inc. |            |          |          |          |
|   | China Rd                        | Viterbo Rd | Boyt Rd  |          |          |
|   | 60.00                           | 59.00      | 59.50    |          |          |
| D-2. Item 276, Plant Mix, Crushed Stone, 4 sack/ton     | Martin Marietta Materials, Inc. |            |          |          |          |
|   | Hebert                          | Rosedale   | LaBelle  | Hamshire | Hebert   |
|   | No Bid                          | 60.00      | 59.50    | 60.00    | 59.50    |
| E-1. Item 401, Flowable Backfill, 1-1/2 sack/ton        | Martin Marietta Materials, Inc. |            |          |          |          |
|   | China Rd                        | Viterbo Rd | Boyt Rd  |          |          |
|   | 92.00/cy                        | 92.00/cy   | 92.00/cy |          |          |
| E-2. Item 401, Flowable Backfill, 1-1/2 sack/ton        | Martin Marietta Materials, Inc. |            |          |          |          |
|   | Hebert                          | Rosedale   | LaBelle  | Hamshire | Hebert   |
|   | No Bid                          | 92.00/cy   | 92.00/cy | 92.00/cy | 92.00/cy |
| F-1. Item 401, Flowable Backfill, 2 sack/ton            | Martin Marietta Materials, Inc. |            |          |          |          |
|   | China Rd                        | Viterbo Rd | Boyt Rd  |          |          |
|   | 95.00/cy                        | 95.00/cy   | 95.00/cy |          |          |
| F-2. Item 401, Flowable Backfill, 2 sack/ton            | Martin Marietta Materials, Inc. |            |          |          |          |
|   | Hebert                          | Rosedale   | LaBelle  | Hamshire | Hebert   |
|   | No Bid                          | 95.00/cy   | 95.00/cy | 95.00/cy | 95.00/cy |

**4A. Cement Stabilized Base - Truck Delivery (continued)** (price per ton, FOB delivered Jefferson County Precinct Service Center with freight prepaid and allowed)

|  |  |            |           |           |           |
|--|--|------------|-----------|-----------|-----------|
| G-1. Item 401, Flowable Backfill, 3 sack/ton | <b>Martin Marietta Materials, Inc.</b> |            |           |           |           |
|  | China Rd                               | Viterbo Rd | Boyt Rd   |           |           |
|  | 101.00/cy                              | 101.00/cy  | 101.00/cy |           |           |
| G-2. Item 401, Flowable Backfill, 3 sack/ton | <b>Martin Marietta Materials, Inc.</b> |            |           |           |           |
|  | Hebert                                 | Rosedale   | LaBelle   | Hamshire  | Hebert    |
|  | No Bid                                 | 101.00/cy  | 101.00/cy | 101.00/cy | 101.00/cy |
| H-1. Item 401, Flowable Backfill, 4 sack/ton | <b>Martin Marietta Materials, Inc.</b> |            |           |           |           |
|  | China Rd                               | Viterbo Rd | Boyt Rd   |           |           |
|  | 107.00/cy                              | 107.00/cy  | 107.00/cy |           |           |
| H-2. Item 401, Flowable Backfill, 4 sack/ton | <b>Martin Marietta Materials, Inc.</b> |            |           |           |           |
|  | Hebert                                 | Rosedale   | LaBelle   | Hamshire  | Hebert    |
|  | No Bid                                 | 107.00/cy  | 107.00/cy | 107.00/cy | 107.00/cy |

**4B. Cement Stabilized Base - Hopper Pick Up**

|   |  |  |
|---|--|--|
| A. Item 276, Plant Mix, Crushed Stone, 1-1/2 sack/ton | <b>Martin Marietta Materials, Inc.</b> |  |
|   | Address                                | Price per ton FOB truck shipping point |
|   | 1. Beaumont                            | 2525 Dollinger 39.00                   |
|   | 2. Port Neches                         | No Bid                                 |
|   | 3. Port Arthur                         | No Bid                                 |
|   | 4. Other                               | No Bid                                 |
| B. Item 276, Plant Mix, Crushed Stone, 2 sack/ton     | <b>Martin Marietta Materials, Inc.</b> |  |
|   | Address                                | Price per ton FOB truck shipping point |
|   | 1. Beaumont                            | 2525 Dollinger 42.00                   |
|   | 2. Port Neches                         | No Bid                                 |
|   | 3. Port Arthur                         | No Bid                                 |
|   | 4. Other                               | No Bid                                 |
| C. Item 401, Flowable Backfill, 1-1/2 sack/ton        | <b>Martin Marietta Materials, Inc.</b> |  |
|   | Address                                | Price per ton FOB truck shipping point |
|   | 1. Beaumont                            | 2525 Dollinger 88.00/cy                |
|   | 2. Port Neches                         | No Bid                                 |
|   | 3. Port Arthur                         | No Bid                                 |
|   | 4. Other                               | No Bid                                 |
| 5. Other  | No Bid                                 |  |

4B. Cement Stabilized Base - Hopper Pick Up (continued)

| Martin Marietta Materials, Inc.            |         |  |
|--|---------|--|
| D. Item 401, Flowable Backfill, 2 sack/ton | Address | Price per ton FOB truck shipping point |
| 1. Beaumont                                |         | 91.00/cy                               |
| 2. Port Neches                             |         | No Bid                                 |
| 3. Port Arthur                             |         | No Bid                                 |
| 4. Other                                   |         | No Bid                                 |
| 5. Other                                   |         | No Bid                                 |

| Martin Marietta Materials, Inc.            |         |  |
|--|---------|--|
| E. Item 401, Flowable Backfill, 3 sack/ton | Address | Price per ton FOB truck shipping point |
| 1. Beaumont                                |         | 97.00/cy                               |
| 2. Port Neches                             |         | No Bid                                 |
| 3. Port Arthur                             |         | No Bid                                 |
| 4. Other                                   |         | No Bid                                 |
| 5. Other                                   |         | No Bid                                 |

5. Hot Mix Asphaltic Concrete Pavement - Hopper Pick-Up

| A. Item 340 TY D           | Gulf Coast           |  | LD Construction |  |
|----------------------------|----------------------|--|-----------------|--|
| Location                   | Address              | Price per ton FOB truck shipping point | Address         | Price per ton FOB truck shipping point |
| 1. Beaumont                | 860 Pine Street      | 63.50                                  | 2360 Dollinger  | <del>58.75</del><br>72.75              |
| 2. Port Neches             |                      | No Bid                                 |                 | No Bid                                 |
| 3. Port Arthur             |                      | No Bid                                 |                 | No Bid                                 |
| 4. Other                   |                      | No Bid                                 |                 | No Bid                                 |
| 5. Other                   |                      | No Bid                                 |                 | No Bid                                 |
| Hours of Hopper Operation: | Mon-Fri, 7 am - 4 pm |  |                 |  |

| B. Item 340 TY D - Anti Stripping Agent shall be added if required by design mix | Gulf Coast           |  | LD Construction |  |
|--|----------------------|--|-----------------|--|
| Location   | Address              | Price per ton FOB truck shipping point | Address         | Price per ton FOB truck shipping point |
| 1. Beaumont  | 860 Pine Street      | 63.50                                  | 2360 Dollinger  | 58.75                                  |
| 2. Port Neches   |                      | No Bid                                 |                 | No Bid                                 |
| 3. Port Arthur   |                      | No Bid                                 |                 | No Bid                                 |
| 4. Other   |                      | No Bid                                 |                 | No Bid                                 |
| 5. Other   |                      | No Bid                                 |                 | No Bid                                 |
| Hours of Hopper Operation:   | Mon-Fri, 7 am - 4 pm |  |                 |  |

6. Hot Mix Cold Laid Asphaltic Concret Pavement - Hopper Pick-Up

| A. Item 334, Type D        |                 | Gulf Coast                             |  |
|----------------------------|-----------------|--|--|
| Location                   | Address         | Price per ton FOB truck shipping point |  |
| 1. Beaumont                | 860 Pine Street | 73.50                                  |  |
| 2. Port Neches             |                 | No Bid                                 |  |
| 3. Port Arthur             |                 | No Bid                                 |  |
| 4. Other                   |                 | No Bid                                 |  |
| 5. Other                   |                 | No Bid                                 |  |
| Hours of Hopper Operation: |                 | Mon-Fri, 7 am - 4 pm                   |  |

7. Concrete Structures - Truck Delivery

| A. Delivered to Job Site, Jefferson County, price per ton FOB truck shipping point | Martin Marietta Materials, Inc. |
|--|---------------------------------|
| 1. Item 421 Class A  | 98.00/cy                        |
| 2. Item 421 Class B  | 94.00/cy                        |
| 3. Item 421 Class S  | 102.00/cy                       |

**Gulf Coast, a CRH Company**

PO Box 20779  
 Beaumont TX 77720  
 attn: Rebecca Rutledge  
[Rebecca.Rutledge@gc-texas.com](mailto:Rebecca.Rutledge@gc-texas.com)  
 ph: 409-284-2600 or 409-866-1444  
 fx: 409-866-1032

**Martin Marietta Materials, Inc.**

5675 Fannett Road  
 Beaumont TX 77705  
 attn: Bill Kelley  
[william.kelley@martinmarietta.com](mailto:william.kelley@martinmarietta.com)  
 ph: 658-7791  
 fx: 409-654-3312

**LD Construction**

148 South Dowlen Road, PHB 694  
 Beaumont TX 77707  
 attn: Troy Dodson  
[troy.ldconstruction@gmail.com](mailto:troy.ldconstruction@gmail.com)  
 ph: 409-656-4161  
 fx: 409-866-4447

**Vulcan Construction Materials LLC**

PO Box 791550  
 San Antonio TX 78279  
 attn: Jeff Harris  
[vulcantxquotes@vmcmail.com](mailto:vulcantxquotes@vmcmail.com)  
 ph: 210-524-3512  
 fx: 210-524-3555

**OFFER AND ACCEPTANCE FORM**  
**OFFER TO CONTRACT**

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer.

We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

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

We acknowledge receipt of the following amendment(s): # 1, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

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

THE DINGO GROUP LLC  
dba PETE JORGENSEN MARINE

For clarification of this offer, contact:

Company Name

7660 COLLEGE ST

Address

PETE JORGENSEN G.M.

Name & Title

BEAUMONT TX 77707

City State Zip

409-2121005 409-2129681

Phone Fax



Signature of Person Authorized to Sign

pete@jorgensenmarine.com

E-mail

PETE JORGENSEN

Printed Name

G.M.

Title

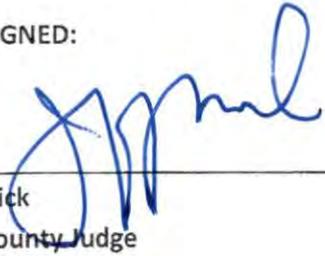
**REQUIRED FORM**  
**Bidder: Please complete this form**  
**and include with bid submission.**

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:

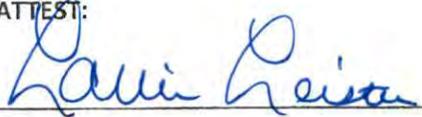


Jeff R. Branick  
Jefferson County Judge

June 21, 2022

Date

ATTEST:



Laurie Leister  
Jefferson County Clerk





**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.

**BID NAME:** Replacement Outboard Motors and Rigging Kits  
for Jefferson County Sheriff's Marine Division

**BID NUMBER:** IFB 22-024/JW

**DUE BY TIME/DATE:** 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, Texas 77701

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 will result in a response being declared as non-responsive.**

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

---

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

### 1. BIDDING

#### 1.1 BIDS.

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

#### 1.2 AUTHORIZED SIGNATURES.

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

#### 1.3 LATE BIDS.

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

#### 1.4 WITHDRAWAL OF 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 to right to contact any Bidder, at any time, to clarify, verify or requirement information with regard to this bid.

**3. PURCHASE ORDERS AND PAYMENT**

**3.1 PURCHASE ORDERS.**

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

**3.2 INVOICES.**

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

**3.3 PROMPT PAYMENT.**

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

**3.4 FUNDING.**

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

**4. CONTRACT**

**4.1 CONTRACT DEFINITION.**

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

**4.2 CHANGE ORDER.**

No different or additional terms will become part of this contract with the exception of a change order. No oral

statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

**4.3 PRICE RE-DETERMINATION**

A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The Bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

**4.4 TERMINATION.**

Jefferson County reserves the right to terminate the contract for default if the Bidder breached any of the terms therein, including warranties of Bidder or if the Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest Bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the Bidder in default.

**4.5 CONFLICT OF INTEREST.**

Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

**4.6 INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE.**

Successful vendor shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County growing out of such injury or damages.

**4.7 INTEREST BY PUBLIC OFFICIALS.**

No public official shall have interest in this contract, in accordance with Texas Local Government Code.

**4.8 WARRANTY**

The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

**4.9 UNIFORM COMMERCIAL CODE.**

The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

**4.10 Venue.**

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.

**4.11 Sale, Assignment, or Transfer of Contract.**

The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

**4.12 Silence of Specifications.**

The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

**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 will 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)**

|                        |                             |                   |
|------------------------|-----------------------------|-------------------|
| 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            |

**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

**SAMPLE: FORM 1295**

| <b>CERTIFICATE OF INTERESTED PARTIES</b>  |   | <b>FORM 1295</b>   |   |                                       |  |             |              |   |  |  |  |   |  |  |  |   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|---|---|--|---|---------------------------------------|--|-------------|--------------|---|--|--|--|---|--|--|--|---|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| <p>Complete Nos. 1 - 4 and 8 if there are interested parties.<br/>Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.</p>   |   | <b>OFFICE USE ONLY</b>   |   |                                       |  |             |              |   |  |  |  |   |  |  |  |   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <p><b>1</b> Name of business entity filing form, and the city, state and country of the business entity's place of business.<br/><u>ADD THE ABOVE REQUESTED INFORMATION HERE</u></p>  |   | Must file online at <a href="http://www.ethics.state.tx.us/File">www.ethics.state.tx.us/File</a> |   |                                       |  |             |              |   |  |  |  |   |  |  |  |   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <p><b>2</b> Name of governmental entity or state agency that is a party to the contract for which the form is being filed.<br/><u>JEFFERSON COUNTY, TEXAS</u></p>   |   |  |   |                                       |  |             |              |   |  |  |  |   |  |  |  |   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <p><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.<br/><u>ADD IFB/RFC/RFP/AGREEMENT/CONTRACT NUMBER OR DESCRIPTION HERE</u></p>  |   |  |   |                                       |  |             |              |   |  |  |  |   |  |  |  |   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <p><b>4</b></p> <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<br/>(place of business)</th> <th colspan="2" style="width: 35%;">Nature of Interest (check applicable)</th> </tr> <tr> <th style="width: 15%;">Controlling</th> <th style="width: 20%;">Intermediary</th> </tr> </thead> <tbody> <tr> <td colspan="4" style="padding: 2px;"><u>ADD NAME OF BUSINESS OWNER(S) HERE. MUST LIST ANY PERSON THAT DOES NOT</u></td> </tr> <tr> <td colspan="4" style="padding: 2px;"><u>WORK FOR THE BUSINESS (AS LISTED ON ITEM NO. 1 OF THIS FORM) THAT WILL</u></td> </tr> <tr> <td colspan="4" style="padding: 2px;"><u>PROFIT FROM THE BID/CONTRACT/PO.</u></td> </tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table> |   | Name of Interested Party   | City, State, Country<br>(place of business) | Nature of Interest (check applicable) |  | Controlling | Intermediary | <u>ADD NAME OF BUSINESS OWNER(S) HERE. MUST LIST ANY PERSON THAT DOES NOT</u> |  |  |  | <u>WORK FOR THE BUSINESS (AS LISTED ON ITEM NO. 1 OF THIS FORM) THAT WILL</u> |  |  |  | <u>PROFIT FROM THE BID/CONTRACT/PO.</u> |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | Must file online at <a href="http://www.ethics.state.tx.us/File">www.ethics.state.tx.us/File</a> |  |
| Name of Interested Party  | City, State, Country<br>(place of business) |  |   | Nature of Interest (check applicable) |  |             |              |   |  |  |  |   |  |  |  |   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|   |   | Controlling  | Intermediary                                |                                       |  |             |              |   |  |  |  |   |  |  |  |   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <u>ADD NAME OF BUSINESS OWNER(S) HERE. MUST LIST ANY PERSON THAT DOES NOT</u>   |   |  |   |                                       |  |             |              |   |  |  |  |   |  |  |  |   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <u>WORK FOR THE BUSINESS (AS LISTED ON ITEM NO. 1 OF THIS FORM) THAT WILL</u>   |   |  |   |                                       |  |             |              |   |  |  |  |   |  |  |  |   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <u>PROFIT FROM THE BID/CONTRACT/PO.</u>   |   |  |   |                                       |  |             |              |   |  |  |  |   |  |  |  |   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|   |   |  |   |                                       |  |             |              |   |  |  |  |   |  |  |  |   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|   |   |  |   |                                       |  |             |              |   |  |  |  |   |  |  |  |   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|   |   |  |   |                                       |  |             |              |   |  |  |  |   |  |  |  |   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|   |   |  |   |                                       |  |             |              |   |  |  |  |   |  |  |  |   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|   |   |  |   |                                       |  |             |              |   |  |  |  |   |  |  |  |   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <p><b>5</b> Check only if there is no Interested Party. <input type="checkbox"/> <u>ONLY CHECK IF NO CONTROLLING OR INTERMEDIARY PARTY.</u></p>   |   |  |   |                                       |  |             |              |   |  |  |  |   |  |  |  |   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <p><b>6 UNSWORN DECLARATION</b> <u>MUST COMPLETE THIS SECTION IN ITS ENTIRETY.</u><br/>                     My name is _____, and my date of birth is _____<br/>                     My address _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)<br/>                     I declare under penalty of perjury that the foregoing is true and correct.<br/>                     Executed in _____ County, State of _____, on the _____ day of _____, 20____.<br/> <span style="float: right;">(month) (year)</span></p> <p style="text-align: center;">_____<br/>Signature of authorized agent of contracting business entity<br/>(Declarant)</p>   |   |  |   |                                       |  |             |              |   |  |  |  |   |  |  |  |   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <u>ADD ADDITIONAL PAGES AS NECESSARY</u>  |   |  |   |                                       |  |             |              |   |  |  |  |   |  |  |  |   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

Form provided by Texas Ethics Commission      [www.ethics.state.tx.us](http://www.ethics.state.tx.us)      Revised 12/22/2017

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



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

Renewed 1/14/21

DUNS # 783215176

CONTRACT 22-024/JW

Unique Entity ID (SAM) XDC1VKCT8JX5

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Judy Scritchfield

Case Code 537C1

1/14/21

**From:** donotreply@sam.gov  
**Sent:** Friday, January 14, 2022 12:19 PM  
**To:** Judy Scritchfield  
**Subject:** CONFIRMATION: Registration Submitted for Dingo Group, L.L.C., The / 783215176 / XDC1VKCT8JX5 / 537C1 in the U.S. Government's System for Award Management (SAM)

*This email was sent by an automated administrator. Please do not reply to this message.*

Dear Judy Scritchfield,

You successfully submitted the entity registration for Dingo Group, L.L.C., The / 783215176 / XDC1VKCT8JX5 / 537C1 in the U.S. federal government's System for Award Management (SAM). This registration record will remain in Submitted status until all external validations are complete.

What happens next?

1. If you provided a Taxpayer Identification Number (TIN), the Internal Revenue Service (IRS) will conduct a validation of your TIN and Taxpayer Name. This step can take two business days. You will get an email from SAM.gov when that review is complete.
2. Your registration will then be sent to the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Code system for assignment or validation of your CAGE Code. This step averages two business days, but the DLA CAGE team can take up to ten business days, or longer, in peak periods. You will get an email from SAM.gov when that review is complete.
3. If the DLA CAGE team has any questions, they will contact the individual you listed as the Government Business Point of Contact (POC) via email. The email will come from a dla.mil address. Please tell your Government Business POC to respond right away to any requests from a dla.mil email. If a timely response is not received, your registration will be returned to SAM and your registration status changed to Work in Progress. You will have to resubmit and provide the requested information to DLA CAGE to continue.
4. You will get an email from SAM.gov when your registration passes these external validations and becomes Active. Until then, use the Check Registration Status link at SAM.gov to see where your registration is in the review process.
5. If you have not previously submitted a notarized letter formally designating the Entity Administrator for your entity, you must do so now. Failure to do so within 60 days of activation may result in the registration no longer being active.  
NOTE: You are not required to provide a notarized letter for a federal entity registration.

Remember, this process is entirely FREE to you. It is FREE to register and maintain your registration in SAM. It is FREE to get help with your registration from the Federal Service Desk at [www.fsd.gov](http://www.fsd.gov) or by telephone at 866-606-8220 (toll free) or 334-206-7828 (internationally).

In addition, if you are located in the U.S. and its outlying areas, you can get FREE support from your local Procurement Technical Assistance Center (PTAC), an official resource for government contracting assistance. Go to <http://www.aptac.us.org/> to find your closest PTAC.

Thank you,

# DINGO GROUP, L.L.C., THE

*As of 6/15/2022*

|   |  |                                       |
|---|--|---------------------------------------|
| Unique Entity ID<br><b>XDC1VKCT8JX5</b>   | CAGE / NCAGE<br><b>537C1</b>   | Purpose of Registration<br>All Awards |
| Registration Status<br><b>Active Registration</b>   | Expiration Date<br><b>Jan 14, 2023</b>   | <i>[Signature]</i>                    |
| Physical Address<br><b>7660 College ST<br/>Beaumont, Texas 77707-3146<br/>United States</b> | Mailing Address<br><b>7660 College ST<br/>Beaumont, Texas 77707-2225<br/>United States</b> |                                       |

## Business Information

|   |  |                               |
|---|--|-------------------------------|
| Doing Business as<br><b>Pete Jorgensen Marine</b> | Division Name<br><b>Mr.</b>                                      | Division Number<br><b>Mr.</b> |
| Congressional District<br><b>Texas 14</b>         | State / Country of Incorporation<br><b>Texas / United States</b> | URL<br><b>(blank)</b>         |

|  |  |  |
|--|--|--|
| <b>Registration Dates</b>              |  |  |
| Activation Date<br><b>Jan 19, 2022</b> | Submission Date<br><b>Jan 14, 2022</b> | Initial Registration Date<br><b>May 27, 2008</b> |

|  |   |
|--|---|
| <b>Entity Dates</b>                      |   |
| Entity Start Date<br><b>Mar 15, 2004</b> | Fiscal Year End Close Date<br><b>Dec 31</b> |

|                        |                                       |
|------------------------|---------------------------------------|
| <b>Immediate Owner</b> |                                       |
| CAGE<br><b>(blank)</b> | Legal Business Name<br><b>(blank)</b> |

|                            |                                       |
|----------------------------|---------------------------------------|
| <b>Highest Level Owner</b> |                                       |
| CAGE<br><b>(blank)</b>     | Legal Business Name<br><b>(blank)</b> |

**Executive Compensation**

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USApending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

**Proceedings Questions**

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

## Exclusion Summary

Active Exclusions Records?  
**No**

## SAM Search/Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:  
**Yes**

## Entity Types

|   |  |  |
|---|--|--|
| <b>Business Types</b>   |  |  |
| Entity Structure<br><b>Partnership or Limited Liability Partnership</b> | Entity Type<br><b>Business or Organization</b> | Organization Factors<br><b>Limited Liability Company</b> |
| Profit Structure<br><b>For Profit Organization</b>                      |  |  |

Check the registrant's Repts & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

**Financial Information**

|                                     |                              |
|-------------------------------------|------------------------------|
| Accepts Credit Card Payments<br>Yes | Debt Subject To Offset<br>No |
| EFT Indicator<br>0000               | CAGE Code<br>537C1           |

**Points of Contact**

**Electronic Business**

|                                     |                                 |   |
|-------------------------------------|---------------------------------|---|
| <input checked="" type="checkbox"/> | PETER Jorgensen, GM             | 7660 College ST<br>Beaumont, Texas 77707<br>United States   |
|                                     | PETE JORGENSEN MARINE Jorgensen | 24 N. 11TH Street<br>Beaumont, Texas 77702<br>United States |

**Government Business**

|                                     |                                 |   |
|-------------------------------------|---------------------------------|---|
| <input checked="" type="checkbox"/> | Pete J Jorgensen, GM            | 7660 College ST<br>Beaumont, Texas 77707<br>United States   |
|                                     | PETE JORGENSEN MARINE Jorgensen | 24 N. 11TH Street<br>Beaumont, Texas 77702<br>United States |

**Past Performance**

|                                     |                                     |   |
|-------------------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | PETE JORGENSEN MARINE Jorgensen, GM | 24 N. 11TH Street<br>Beaumont, Texas 77702<br>United States |
|                                     | PETE JORGENSEN MARINE Jorgensen, GM | 24 N. 11TH Street<br>Beaumont, Texas 77702<br>United States |

**Service Classifications**

**NAICS Codes**

| Primary | NAICS Codes | NAICS Title   |
|---------|-------------|---|
| Yes     | 423910      | Sporting And Recreational Goods And Supplies Merchant Wholesalers |

**Product and Service Codes**

| PSC  | PSC Name                                |
|------|---|
| 2090 | Miscellaneous Ship And Marine Equipment |

**Disaster Response**

This entity does not appear in the disaster response registry.

**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> |



- 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.

POLICY NUMBER: 9029503

COMMERCIAL GENERAL LIABILITY  
CG 20 10 12 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s)<br>Or Organization(s):  | Location(s) Of Covered Operations   |
|--|---|
| Jefferson County Attn Purchasing Dept<br>1149 Pearl St FL 1st<br>Beaumont, TX 77701-3638               | Any Coverage Provided by the Endorsement<br>Applies Only Regarding the Installation of<br>Outboard Motors at Jefferson County Sheriff's<br>Hanger, 4601 Airport 3rd St, Beaumont, TX<br>77705 |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |   |

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person, or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**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: THE DINGO GROUP LLC  
dba PETE JORGENSEN MARINE

Bidder's TAX ID Number: [REDACTED]

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

Contact Person: PETE JORGENSEN Title: G.M.

Phone Number (with area code): 409-2121005

Alternate Phone Number if available (with area code): 409-6584802

Fax Number (with area code): 409-2129681

Email Address: pete@jorgensenmarine.com

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

7660 COLLEGE ST  
Address  
BEAUMONT TX 77707  
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).

**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    | \$ 2640.00 | \$ 10560.00 |
| Equivalent Make: _____ Equivalent Model: _____ |                  |                       |      |            |             |
| 2.   | 8M0138327        | PANEL-KEY SWITCH      | 4    | \$ 73.00   | \$ 292.00   |
| Equivalent Make: _____ Equivalent Model: _____ |                  |                       |      |            |             |
| 3.   | 8M0113732        | HARNESS-CLEAN PWR     | 8    | \$ 62.00   | \$ 496.00   |
| Equivalent Make: _____ Equivalent Model: _____ |                  |                       |      |            |             |
| 4.   | 892451T25        | HARNESS ASSY          | 4    | \$ 187.00  | \$ 748.00   |
| Equivalent Make: _____ Equivalent Model: _____ |                  |                       |      |            |             |
| 5.   | 892451T30        | HARNESS ASSY          | 4    | \$ 194.00  | \$ 776.00   |
| Equivalent Make: _____ Equivalent Model: _____ |                  |                       |      |            |             |
| 6.   | 8M0124496        | V-VIEW 703 MULTI      | 4    | \$ 2205.00 | \$ 8820.00  |
| Equivalent Make: _____ Equivalent Model: _____ |                  |                       |      |            |             |
| 7.   | 8M0149598        | RIGGING TUBE KIT      | 8    | \$ 48.00   | \$ 384.00   |
| Equivalent Make: _____ Equivalent Model: _____ |                  |                       |      |            |             |
| 8.   | 67755A14         | BOLT KIT-550 IN       | 8    | \$ 34.00   | \$ 272.00   |
| Equivalent Make: _____ Equivalent Model: _____ |                  |                       |      |            |             |
| 9.   | 8M0109756        | DOUBLE NUT KIT        | 8    | \$ 18.00   | \$ 144.00   |
| 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    | \$ <u>654</u> .00   | \$ <u>2616</u> .00  |
| Equivalent Make: _____ Equivalent Model: _____  |                              |                              |      |                     |                     |
| 11.   | 8M0151320                    | REV4 146X19 LH               | 4    | \$ <u>654</u> .00   | \$ <u>2616</u> .00  |
| Equivalent Make: _____ Equivalent Model: _____  |                              |                              |      |                     |                     |
| 12.   | 8M0101601                    | FLO TORQ SSR HD              | 8    | \$ <u>139</u> .00   | \$ <u>1112</u> .00  |
| Equivalent Make: _____ Equivalent Model: _____  |                              |                              |      |                     |                     |
| 13.   | STARBORD ENGINE MODEL        | 13000033A 300XXL SEAPRO DTS  | 4    | \$ <u>20412</u> .00 | \$ <u>81648</u> .00 |
| Equivalent Make: _____ Equivalent Model: _____  |                              |                              |      |                     |                     |
| 14.   | PORT ENGINE MODEL            | 13000035A 300CXXL SEAPRO DTS | 4    | \$ <u>20786</u> .00 | \$ <u>83144</u> .00 |
| Equivalent Make: _____ Equivalent Model: _____  |                              |                              |      |                     |                     |
| 15.   | STARBORD LOWER UNIT ASSEMBLY | 8M0142321                    | 4    | \$ <u>7640</u> .00  | \$ <u>30560</u> .00 |
| Equivalent Make: _____ Equivalent Model: _____  |                              |                              |      |                     |                     |
| 16.   | PORT LOWER UNIT ASSEMBLY     | 8M0142322                    | 4    | \$ <u>7640</u> .00  | \$ <u>30560</u> .00 |
| Equivalent Make: _____ Equivalent Model: _____  |                              |                              |      |                     |                     |
| 17. INSTALLATION COST PER OUTBOARD MOTOR: TO INCLUDE ON-SITE DELIVERY AND DE-RIGGING OF EXISTING OUTBOARD MOTOR |                              |                              |      |                     |                     |
| \$ <u>800</u> .00 EA./PER OUTBOARD MOTOR  |                              |                              |      |                     |                     |

|  |  |
|--|--|
| BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE): |  |
| Addendum 1   | <u>1</u> Date Received <u>05/18/2022</u> |
| 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: JEFFERSON COUNTY MARINE DIVISION  
Address: 1149 PEREL ST BEAUMONT TX 77701  
Contact Person and Title: BILLY OWENS.  
Phone: 409-7180893 Fax: \_\_\_\_\_  
Email Address: \_\_\_\_\_ Contract Period: 2009 → PRESENT  
Scope of Work: SUPPLY / INSTALLATION / WARRANTY REPAIRS

**REFERENCE TWO**

Government/Company Name: TEXAS GENERAL LAND OFFICE  
Address: 1700 N CONGRESS AUSTIN TX 78701  
Contact Person and Title: RON  
Phone: 409-2841761 Fax: \_\_\_\_\_  
Email Address: \_\_\_\_\_ Contract Period: 2010 → PRESENT  
Scope of Work: SUPPLY / INSTALLATION / WARRANTY / MAINTENANCE

**REFERENCE THREE**

Government/Company Name: ORANGE COUNTY SHERIFFS  
Address: 205 S BOARDER ST ORANGE TX 77630  
Contact Person and Title: DARRIN MOONEY  
Phone: 409-2339171 Fax: 2016 → PRESENT.  
Email Address: \_\_\_\_\_ Contract Period: \_\_\_\_\_  
Scope of Work: SUPPLY / INSTALLATION / WARRANTY / MAINTENANCE

**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.

THE DINGO GROUP LLC  
dba PETE JORGENSEN MARINE

Bidder (Entity Name)

7660 COLLEGE ST

Street & Mailing Address

BEAUMONT TX 77707

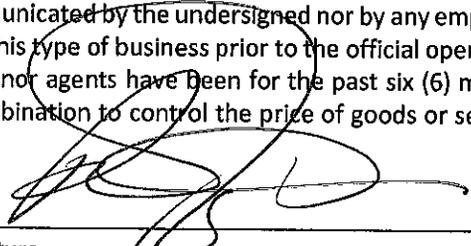
City, State & Zip

409-2121005

Telephone Number

pete@jorgensemarine.com

E-mail Address



Signature

PETE JORGENSEN

Print Name

05/24/2022

Date Signed

409-2129681

Fax Number

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

**CERTIFICATION REGARDING LOBBYING**

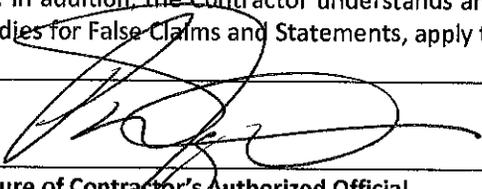
Certification for Contracts, Grants, Loans, and Cooperative Agreements

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.

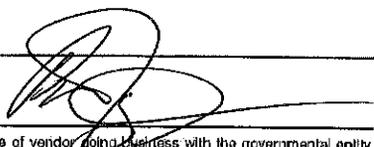
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to 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                                       |
| PETE JORGENSEN G.M.   |
| Name and Title of Contractor's Authorized Official (Please Print)                   |
| 05/24/2022  |
| Date  |

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

**CONFLICT OF INTEREST QUESTIONNAIRE**

| <b>CONFLICT OF INTEREST QUESTIONNAIRE</b><br>For vendor doing business with local governmental entity   |   | <b>FORM CIQ</b> |                 |               |
|---|---|-----------------|-----------------|---------------|
| <p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 178, Local Government Code, by a vendor who has a business relationship as defined by Section 178.001(1-a) with a local governmental entity and the vendor meets requirements under Section 178.006(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 178.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 178.006, Local Government Code. An offense under this section is a misdemeanor.</p>  | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="padding: 2px;">OFFICE USE ONLY</th> </tr> </thead> <tbody> <tr> <td style="padding: 2px;">Date Received</td> </tr> </tbody> </table> |                 | OFFICE USE ONLY | Date Received |
| OFFICE USE ONLY   |   |                 |                 |               |
| Date Received   |   |                 |                 |               |
| <p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p>  |   |                 |                 |               |
| <p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>  |   |                 |                 |               |
| <p><b>3</b> Name of local government officer about whom the information in this section is being disclosed.</p> <p style="font-size: 1.5em; margin-left: 20px;">N/A.</p> <p style="text-align: center; margin-left: 100px;">_____</p> <p style="text-align: center; margin-left: 100px;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C, &amp; D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 178.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 40px;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 40px;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="margin-left: 40px;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p> |   |                 |                 |               |
| <p><b>4</b></p> <div style="display: flex; justify-content: space-between; align-items: flex-end; margin-top: 20px;"> <div style="text-align: center;"> <br/>           _____<br/>           Signature of vendor doing business with the governmental entity         </div> <div style="text-align: center;"> <p style="font-size: 1.2em; margin: 0;">05-24-2022</p>           _____<br/>           Date         </div> </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<br/>CONFLICTS DISCLOSURE STATEMENT</b>   |  | <b>FORM CIS</b>        |
|--|--|------------------------|
| <p><small>This questionnaire reflects changes made to the law by H.B. 21, 04th 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> |
| <b>1</b>   | <b>Name of Local Government Officer</b>  | Date Received          |
| <b>2</b>   | <b>Office Held</b>   |                        |
| <b>3</b>   | <b>Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</b>   |                        |
| <b>4</b>   | <b>Description of the nature and extent of employment or other business relationship with vendor named in item 3</b>   |                        |
| <b>5</b>   | <p><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></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 align="center"><small>(attach additional forms as necessary)</small></p>  |                        |
| <b>6</b>   | <p><b>AFFIDAVIT</b></p> <p align="center"><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 179.001(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> <p align="right">_____</p> <p align="center"><small>Signature of Local Government Officer</small></p> <p><small>AFFIX NOTARY STAMP / SEAL ABOVE</small></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>_____<br/><small>Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath</small></p> |                        |

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.

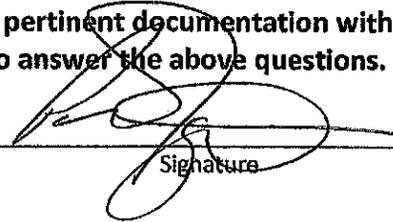
**Did the Prime Contractor/Consultant . . .?**

- Yes  No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?
- Yes  No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
- Yes  No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the Prime Contractor/Consultant's organization)?
- Yes  No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive Bidders?
- Yes  No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
- Yes  No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

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

PETE JØRGENSEN

Printed Name of Authorized Representative



Signature

G. m.

Title

05-24-2022

Date

**REQUIRED FORM**

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

**NOTICE OF INTENT (NOI) TO SUBCONTRACT WITH  
HISTORICALLY UNDERUTILIZED BUSINESS (HUB)**

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

Yes  No

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

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

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

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

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

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

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

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

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

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

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

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

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

Printed Name of Contractor Representative

Signature of Representative

Date

Printed Name of HUB

Signature of Representative

Date

**Note: Nothing on this Notice of Intent Form is intended to confer any rights, expressed or implied, to any third parties.**

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

**REQUIRED FORM**

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

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)  
SUCONTRACTING PARTICIPATION DECLARATION FORM**

N/A

PAGE 1 OF 4

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

Yes  No

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

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

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

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

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

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

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

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

**FOR HUB OFFICE USE ONLY:**

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

**PART I. HUB SUBCONTRACTOR DISCLOSURE**

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

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

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

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

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

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

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

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

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

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)  
SUBCONTRACTING PARTICIPATION DECLARATION FORM**

**N/A**

PAGE 2 OF 4

**HUB Subcontractor Disclosure**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)  
SUBCONTRACTING PARTICIPATION DECLARATION FORM**

NIA

PAGE 3 OF 4

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)  
SUBCONTRACTING PARTICIPATION DECLARATION FORM**

N/A

PAGE 4 OF 4

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

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

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

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

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

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

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

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

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

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

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

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

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

Name (print or type): PETE JORGENSEN

Title: G.M.

Signature: [Handwritten Signature]

Date: 05/24/2022

E-mail address: pete@jorgensenmarine.com

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

Name (print or type): PETE JORGENSEN

Title: G.M.

Date: 05-24-2022

E-mail address: pete@jorgensenmarine.com

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid 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 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 THE DINGO GROUP LLC  
PETE JORGENSEN MARINE [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.):  |  | [REDACTED]   |
| Company Name submitting bid/proposal:   |  | <u>THE DINGO GROUP LLC</u><br><u>dba PETE JORGENSEN MARINE</u> |
| Mailing address:  | <u>7660 COLLEGE ST BEAUMONT TX 77707</u> |  |
| 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**           |
|---------------------------------|--|
| <u>042450-000/013700-0000</u>   | <u>7660 COLLEGE ST BEAUMONT TX 77707</u> |
|                                 |  |
|                                 |  |

- \* 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**

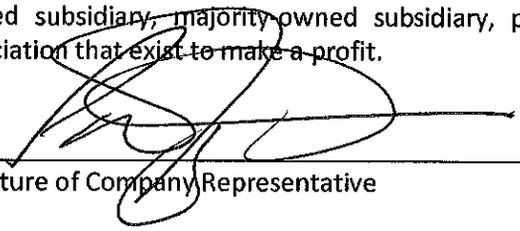
I, PETE JORGENSEN, the undersigned representative of (company or business name) THE DINGO GROUP LLC dba PETE JORGENSEN MARINE (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under 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:**

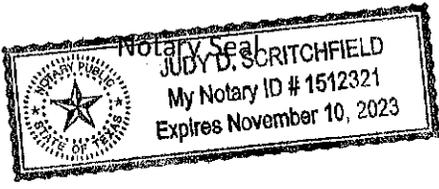
1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled 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

05-24-2022  
\_\_\_\_\_  
Date

On this 24th day of may, 2022, personally appeared  
Pete Jorgensen, the above-named person, who after by me being  
duly sworn, did swear and confirm that the above is true and correct.



Judy Scritchfield  
\_\_\_\_\_  
Notary Signature  
5/24/22  
\_\_\_\_\_  
Date

 **COMPTROLLER.TEXAS.GOV**

 **Purchasing**

## Divestment Statute Lists

The Comptroller provides the following divestment lists in connection with Tex. Govt. Code 808.051 (HB 89, 85th R.S.), Tex. Govt. Code 2252.153 (SB 252, 85th R.S.), and Tex. Govt. Code 2270.0209 (SB 253, 85th R.S.), and for compliance with contracting requirements referenced in Tex. Govt. Code 2252.152 (SB 252, 85th R.S.) and Tex. Govt. Code 2270.002 (HB 89, 85th R.S.).

- Companies that Boycott Israel [[comptroller.texas.gov/purchasing/docs/anti-bds.pdf](https://comptroller.texas.gov/purchasing/docs/anti-bds.pdf)] — *Updated September 2021*
- Scrutinized Companies with ties to Sudan [[comptroller.texas.gov/purchasing/docs/sudan-list.pdf](https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf)] — *Updated November 30, 2021*
- Scrutinized Companies with ties to Iran [[comptroller.texas.gov/purchasing/docs/iran-list.pdf](https://comptroller.texas.gov/purchasing/docs/iran-list.pdf)] — *Updated November 30, 2021*
- Designated Foreign Terrorist Organizations [[comptroller.texas.gov/purchasing/docs/foreign-terrorist.xlsx](https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.xlsx)] — *Updated June 2022*
- Scrutinized Companies with ties to Foreign Terrorist Organizations [[comptroller.texas.gov/purchasing/docs/fto-list.xlsx](https://comptroller.texas.gov/purchasing/docs/fto-list.xlsx)] — *Updated June 2022*
- FAQ for Investing Entities [[comptroller.texas.gov/purchasing/docs/SB-253-guidance.pdf](https://comptroller.texas.gov/purchasing/docs/SB-253-guidance.pdf)]

**List of Companies that Boycott Israel**  
**Pursuant to Texas Government Code Chapter 808**

| <b>COMPANY NAME</b>                                       | <b>ISSUER ID</b>    | <b>ISIN</b>   |
|---|---------------------|---------------|
| ASN BANK NV   | ID000000002407715   | US0814651065  |
| BEN & JERRY'S HOMEMADE, INC.                              |                     |               |
| BETSAH INVEST SA  |                     |               |
| CACTUS SA   |                     |               |
| CO-OPERATIVE GROUP LIMITED                                | IID000000002241186  | GB00BFXW/HQ29 |
| DNB BANK ASA  | IID000000002246697  | NO0010161896  |
| GULOGUZ DIS DEPOSU TICARET VE PAZARLAMA LTD               |                     |               |
| KARSTEN FARMS   |                     |               |
| KLP KAPITALFORVALTNING AS                                 |                     |               |
| KOMMUNAL LANDSPENSJONSKASSE GJENSIDIG FORSIKRINGSSSELSKAP | IID0000000002228977 | XS1217882171  |
| UNILEVER PLC  | IID000000002137159  | GB00B10RZP78  |

*Updated September 2021*

## **2021 List of Companies Engaging in Scrutinized Business Operations in Sudan Chapter 2270 of the Texas Government Code**

The United States government determination regarding Sudan as a State Sponsor of Terrorism was rescinded, effective December 14, 2020. Further, the United States government revoked the major components of all economic sanctions against Sudan and the Government of Sudan, effective October 12, 2017.

However, these changes do not authorize transactions that are prohibited under the U.S. Darfur Sanctions Regulations or related executive orders. Accordingly, the Comptroller's office will continue monitoring for companies that meet the Texas statutory definition of a scrutinized company in relation to Sudan.

*Updated November 2021*

**2021 List of Companies Engaging in Scrutinized Business Operations in Iran  
Chapter 2270 of the Texas Government Code**

| <b>COMPANY NAME</b>                         | <b>ISIN</b>  |
|---|--------------|
| AFRY AB F/K/A AF POYRY AB                   | SE0005999836 |
| BEIQI FOTON MOTOR CO, LIMITED               | CNE000000WC6 |
| BHARAT PETROLEUM CORPORATION LIMITED        | INE029A01011 |
| CHINA RAILWAY GROUP LIMITED                 | CNE100000866 |
| GLENCORE PLC                                | JE00B4T3BW64 |
| HINDUSTAN PETROLEUM CORPORATION LIMITED     | INE094A01015 |
| HYUNDAI MOTOR COMPANY                       | KR7005380001 |
| INDIAN OIL CORPORATION LIMITED              | INE242A01010 |
| JINDAL STEEL & POWER LIMITED                | INE749A01030 |
| LLOYDS BANKING GROUP PLC                    | GB0008706128 |
| MAN SE                                      | DE0005937007 |
| MANGALORE REFINERY & PETROCHEMICALS LIMITED | INE103A01014 |
| NORINCO INTERNATIONAL COOPERATION LIMITED   | CNE000000VZ9 |
| OIL & NATURAL GAS CORPORATION LIMITED       | INE213A01029 |
| RENAULT SA                                  | FR0000131906 |
| SINOPEC ENGINEERING (GROUP) CO, LTD         | CNE100001NV2 |
| TELECOM ITALIA SPA                          | IT0003497168 |
| VODAFONE GROUP PLC                          | GB00BH4HKS39 |
| ZHEJIANG SHIBAO CO., LTD.                   | CNE100001MJ9 |

*Updated November 2021*

## List prepared pursuant to chapter 2270 of the Texas Government Code

### Designated Foreign Terrorist Organizations

Source - United States Department of State  
<https://state.gov/foreign-terrorist-organizations/>

*Updated June 2022*

#### Organization Name

Abu Sayyaf Group (ASG)  
HAMAS  
Harakat ul-Mujahidin (HUM)  
Hizballah  
Kurdistan Workers Party (PKK, aka Kongra-Gel)  
Liberation Tigers of Tamil Eelam (LTTE)  
National Liberation Army (ELN)  
Palestine Liberation Front (PLF)  
Palestine Islamic Jihad (PIJ)  
Popular Front for the Liberation of Palestine (PFLP)  
PFLP-General Command (PFLP-GC)  
Revolutionary People's Liberation Party/Front (DHKP/C)  
Shining Path (SL)  
al-Qa'ida (AQ)  
Islamic Movement of Uzbekistan (IMU)  
Real Irish Republican Army (RIRA)  
Jaish-e-Mohammed (JEM)  
Lashkar-e Tayyiba (LeT)  
Al-Aqsa Martyrs Brigade (AAMB)  
Asbat al-Ansar (AAA)  
al-Qaida in the Islamic Maghreb (AQIM)  
Communist Party of the Philippines/New People's Army (CPP/NPA)  
Jemaah Islamiya (JI)  
Lashkar i Jhangvi (LJ)  
Ansar al-Islam (AAI)  
Continuity Irish Republican Army (CIRA)  
Islamic State of Iraq and the Levant (formerly al-Qa'ida in Iraq)  
Islamic Jihad Union (IJU)  
Harakat ul-Jihad-i-Islami/Bangladesh (HUJI-B)  
al-Shabaab  
Revolutionary Struggle (RS)  
Kata'ib Hizballah (KH)  
al-Qa'ida in the Arabian Peninsula (AQAP)  
Harakat ul-Jihad-i-Islami (HUJI)  
Tehrik-e Taliban Pakistan (TTP)

Jaysh al-Adl (formerly Jundallah)  
Army of Islam (AOI)  
Indian Mujahedeen (IM)  
Jemaah Anshorut Tauhid (JAT)  
Abdallah Azzam Brigades (AAB)  
Haqqani Network (HQN)  
Ansar al-Dine (AAD)  
Boko Haram  
Ansaru  
al-Mulathamun Battalion (AMB)  
Ansar al-Shari'a in Benghazi  
Ansar al-Shari'a in Darnah  
Ansar al-Shari'a in Tunisia  
ISIL Sinai Province (formerly Ansar Bayt al-Maqdis)  
al-Nusrah Front  
Jaysh Rijal al-Tariq al Naqshabandi (JRTN)  
Islamic State's Khorasan Province (ISIS-K)  
Islamic State of Iraq and the Levant's Branch in Libya (ISIL-Libya)  
Al-Qa'ida in the Indian Subcontinent  
Hizbul Mujahideen (HM)  
ISIS-Bangladesh  
ISIS-Philippines  
ISIS-West Africa  
ISIS-Greater Sahara  
al-Ashtar Brigades (AAB)  
Jama'at Nusrat al-Islam wal-Muslimin (JNIM)  
Islamic Revolutionary Guard Corps (IRGC)  
Asa'ib Ahl al-Haq (AAH)  
Harakat Sawa'd Misr (HASM)  
ISIS-DRC  
ISIS-Mozambique  
Segunda Marquetalia  
Revolutionary Armed Forces of Colombia – People's Army (FARC-EP)

**List prepared pursuant to chapter 2270 of the Texas Government Code  
Companies Engaging in Scrutinized Business Operations With a Designated  
Foreign Terrorist Organization**

*Updated June 2022*

**Company Name**

No companies identified

**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.

The Dingo Group, LLC. d/b/a Pete Jorgensen Marine

Company Name

IFB 20-024/JW

IFB/RFP/RFQ number

Certification check performed by:

James West  
Purchasing Representative

6/15/2022  
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 TEXAS COUNTY OF JEFFERSON

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

on this day personally appeared PETE JORGENSEN, who  
(name)

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

"I, PETE JORGENSEN am a duly authorized officer of/agent  
(name)

for THE DINGO GROUP LLC dba PETE JORGENSEN MARINE and have been duly authorized to execute the  
(name of firm)

foregoing on behalf of the said THE DINGO GROUP LLC dba PETE JORGENSEN MARINE  
(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: THE DINGO GROUP LLC dba PETE JORGENSEN MARINE  
7660 COLLEGE ST BEAUMONT TX 77707

Fax: 409-2129681 Telephone# 409-2121005

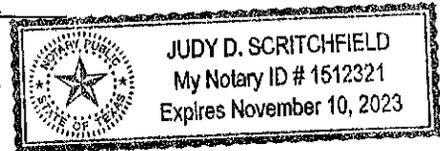
by: PETE JORGENSEN Title: G.M.V  
(print name)

Signature: [Handwritten Signature]

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

this the 24<sup>th</sup> day of May, 2022

Judy Scritchfield  
Notary Public in and for  
the State of Texas



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


**AIA<sup>®</sup> Document B101™ – 2017**
**Standard Form of Agreement Between Owner and Architect**

**AGREEMENT** made as of the Twenty-First day of June in the year Two Thousand Twenty-Two  
*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:  
*(Name, legal status, address and other information)*

Jefferson County Commissioners Court  
Judge Jeff Branick  
1149 Pearl Street  
Beaumont, Texas 77701

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Architect:  
*(Name, legal status, address and other information)*

The LaBiche Architectural Group, Inc.  
Dohn H. LaBiche, FAIA  
7999 Gladys Ave  
Suite 101  
Beaumont, Texas 77706

for the following Project:  
*(Name, location and detailed description)*

Jefferson County Airport - Jerry Ware Terminal & Fire Station  
5000 Jerry Ware Drive  
Beaumont, Texas 77705

The Owner and Architect agree as follows.

Init.

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**User Notes:**

(1246118191)

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## ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

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

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

N/A

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

Init.

§ 1.1.4 The Owner’s anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:  
To Be Determined by Owner
- .2 Construction commencement date:  
To Be Determined by Owner
- .3 Substantial Completion date or dates:  
To Be Determined by Owner
- .4 Other milestone dates:  
To Be Determined by Owner

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:  
*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

Competitive Bid, Sealed Proposals

§ 1.1.6 The Owner’s anticipated Sustainable Objective for the Project:  
*(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)*

Rehabilitation and Update of facilities at Jack Brooks Regional Airport

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:  
*(List name, address, and other contact information.)*

Judge Jeff Branick  
Jefferson County Commissioners Court  
1149 Pearl Street  
Beaumont, Texas 77701  
409.835.8593  
Alex Rupp, Airport Manager  
arupp@co.jefferson.tx.us  
409-719-4900

§ 1.1.8 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:  
*(List name, address, and other contact information.)*

Init.

| N/A

Init.

§ 1.1.9 The Owner shall retain the following consultants and contractors:  
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

N/A

.2 Civil Engineer:

N/A

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

N/A

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:  
(List name, address, and other contact information.)

Dohn H. LaBiche, FAIA  
The LaBiche Architectural Group, Inc.  
7999 Gladys Ave  
Suite 101  
Beaumont, Texas 77706  
409-860-0197

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:  
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Fittz & Shipman  
1405 Cornerstone Ct.  
Beaumont, Texas 77706  
409-832-7238

.2 Mechanical Engineer:

E&C Engineers & Consultants, Inc.  
1010 Lamar Street  
Suite 650  
Beaumont, Texas 77002  
713-580-8800

Init.

**.3 Electrical Engineer:**

E&C Engineers & Consultants, Inc.  
1010 Lamar Street  
Suite 650  
Houston, Texas 77002  
713-580-8800

**.4 Civil Engineer:**

Fittz & Shipman  
1405 Cornerstone Ct.  
Beaumont, Texas 77706  
409-832-7238

**§ 1.1.11.2 Consultants retained under Supplemental Services:**

None

**§ 1.1.12 Other Initial Information on which the Agreement is based:**

**§ 1.2** The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

**§ 1.3** The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

**§ 1.3.1** Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

**ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

**§ 2.1** The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

**§ 2.2** The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

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§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000 ) for each occurrence and Two Million Dollars (\$ 2,000,000 ) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than Two Million Dollars (\$ 2,000,000 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars (\$ 500,000 ) each accident, Five Hundred Thousand Dollars (\$ 500,000 ) each employee, and Five Hundred Thousand Dollars (\$ 500,000 ) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars (\$ 1,000,000 ) per claim and Two Million Dollars (\$ 2,000,000 ) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall

provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### § 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

### § 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

### § 3.5 Procurement Phase Services

#### § 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

#### § 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

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- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

### § 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

### § 3.6 Construction Phase Services

#### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

#### § 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

### § 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or

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procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 3.6.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

**§ 3.6.4.4** Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

**§ 3.6.4.5** The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

**§ 3.6.5 Changes in the Work**

**§ 3.6.5.1** The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

**§ 3.6.5.2** The Architect shall maintain records relative to changes in the Work.

**§ 3.6.6 Project Completion**

**§ 3.6.6.1** The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

**§ 3.6.6.2** The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

**§ 3.6.6.3** When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

**§ 3.6.6.4** The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

**ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

**§ 4.1 Supplemental Services**

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

| <b>Supplemental Services</b>   | <b>Responsibility</b><br><i>(Architect, Owner, or not provided)</i> |
|--|---|
| § 4.1.1.1 Programming  | <u>ARCHITECT</u>  |
| § 4.1.1.2 Multiple preliminary designs   | <u>NOT PROVIDED</u>   |
| § 4.1.1.3 Measured drawings  | <u>NOT PROVIDED</u>   |
| § 4.1.1.4 Existing facilities surveys  | <u>NOT PROVIDED</u>   |
| § 4.1.1.5 Site evaluation and planning   | <u>NOT PROVIDED</u>   |
| § 4.1.1.6 Building Information Model management responsibilities               | <u>NOT PROVIDED</u>   |
| § 4.1.1.7 Development of Building Information Models for post construction use | <u>NOT PROVIDED</u>   |
| § 4.1.1.8 Civil engineering  | <u>NOT PROVIDED</u>   |
| § 4.1.1.9 Landscape design   | <u>NOT PROVIDED</u>   |
| § 4.1.1.10 Architectural interior design                                       | <u>NOT PROVIDED</u>   |
| § 4.1.1.11 Value analysis  | <u>NOT PROVIDED</u>   |
| § 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3        | <u>NOT PROVIDED</u>   |
| § 4.1.1.13 On-site project representation                                      | <u>NOT PROVIDED</u>   |
| § 4.1.1.14 Conformed documents for construction                                | <u>NOT PROVIDED</u>   |
| § 4.1.1.15 As-designed record drawings   | <u>NOT PROVIDED</u>   |
| § 4.1.1.16 As-constructed record drawings                                      | <u>NOT PROVIDED</u>   |
| § 4.1.1.17 Post-occupancy evaluation   | <u>NOT PROVIDED</u>   |
| § 4.1.1.18 Facility support services   | <u>NOT PROVIDED</u>   |
| § 4.1.1.19 Tenant-related services   | <u>NOT PROVIDED</u>   |
| § 4.1.1.20 Architect’s coordination of the Owner’s consultants                 | <u>NOT PROVIDED</u>   |
| § 4.1.1.21 Telecommunications/data design                                      | <u>NOT PROVIDED</u>   |
| § 4.1.1.22 Security evaluation and planning                                    | <u>NOT PROVIDED</u>   |
| § 4.1.1.23 Commissioning   | <u>NOT PROVIDED</u>   |
| § 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3              | <u>NOT PROVIDED</u>   |
| § 4.1.1.25 Fast-track design services  | <u>NOT PROVIDED</u>   |
| § 4.1.1.26 Multiple bid packages   | <u>NOT PROVIDED</u>   |
| § 4.1.1.27 Historic preservation   | <u>NOT PROVIDED</u>   |

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| Supplemental Services                                       | Responsibility<br><i>(Architect, Owner, or not provided)</i> |
|---|--|
| § 4.1.1.28 Furniture, furnishings, and equipment design     | NOT PROVIDED   |
| § 4.1.1.29 Other services provided by specialty Consultants | NOT PROVIDED   |
| § 4.1.1.30 Other Supplemental Services                      | NOT PROVIDED   |
|   |  |

**§ 4.1.2 Description of Supplemental Services**

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect’s responsibility is provided below.

*(Describe in detail the Architect’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect’s Services documents that can be included as an exhibit to describe the Architect’s Supplemental Services.)*

N/A

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner’s responsibility is provided below.

*(Describe in detail the Owner’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

N/A

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

**§ 4.2 Architect’s Additional Services**

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner’s written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner’s consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner’s consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;

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- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 TWO ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 ONE ( 1 ) visits to the site by the Architect during construction
- .3 TWO ( PER WEEK ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 TWO ( 2 ) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twelve ( 12 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

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§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

**ARTICLE 6 COST OF THE WORK**

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has 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, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

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## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

**§ 8.2 Mediation**

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

**§ 8.3 Arbitration**

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2~~ The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

~~§ 8.3.3~~ The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

~~§ 8.3.4 Consolidation or Joinder~~

~~§ 8.3.4.1~~ Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

~~§ 8.3.4.2~~ Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

~~§ 8.3.4.3~~ The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

~~§ 8.4~~ The provisions of this Article 8 shall survive the termination of this Agreement.

**ARTICLE 9 TERMINATION OR SUSPENSION**

**§ 9.1** If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.2** If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.3** If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

**§ 9.4** Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

**§ 9.5** The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

**§ 9.6** If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

- .1 Termination Fee:
  
- .2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for

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the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

#### ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum  
(Insert amount)

One Hundred Ten Thousand Seventy-Five Dollars and Zero Cents ( \$110,075.00) see attached Scope Fee Schedule

- .2 Percentage Basis  
(Insert percentage value)

( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

- .3 Other  
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation.)

Hourly Rates as stated on Exhibit A to this Agreement and subject to conversions of additional services to a stipulated fee as stated on Exhibit A to this Agreement

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§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus twenty-five percent ( 25 %), or as follows: *(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)*

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

|                              |                |           |           |    |
|------------------------------|----------------|-----------|-----------|----|
| Schematic Design Phase       | <u>fifteen</u> | percent ( | <u>15</u> | %) |
| Design Development Phase     | <u>twenty</u>  | percent ( | <u>20</u> | %) |
| Construction Documents Phase | <u>forty</u>   | percent ( | <u>40</u> | %) |
| Procurement Phase            | <u>five</u>    | percent ( | <u>5</u>  | %) |
| Construction Phase           | <u>twenty</u>  | percent ( | <u>20</u> | %) |
| <hr/>                        |                |           |           |    |
| Total Basic Compensation     | one hundred    | percent ( | 100       | %) |

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

See Exhibit A – Hourly Rate Schedule

|                             |                      |
|-----------------------------|----------------------|
| <b>Employee or Category</b> | <b>Rate (\$0.00)</b> |
|-----------------------------|----------------------|

**§ 11.8 Compensation for Reimbursable Expenses**

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner’s prior written approval, the Architect’s consultants’ expenses of professional liability insurance dedicated exclusively to this Project, or the expense of

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additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;

- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent ( %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

§ 11.10 **Payments to the Architect**

§ 11.10.1 **Initial Payments**

§ 11.10.1.1 An initial payment of ( \$ ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ( \$ ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 **Progress Payments**

§ 11.10.2.1 ~~Unless otherwise agreed, payments~~ Payments for services shall be made ~~monthly based on the County's Net 30 terms~~ in proportion to services performed. ~~Payments are due and payable performed~~ upon presentation of the Architect's invoice. ~~Amounts unpaid ( ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.~~ *(Insert rate of monthly or annual interest agreed upon.)*

—%

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

*(Include other terms and conditions applicable to this Agreement.)*

**ARTICLE 13 SCOPE OF THE AGREEMENT**

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

CONTRACT 21-042/JW

ATTEST  
DATE

*[Handwritten Signature]*  
6-21-22



§ 13.2 This Agreement is comprised of the following documents identified below, including the following exhibits/attachments: represents the entire and integrated agreement between the County and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by authorized representatives of both the County and the Contractor.

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- ~~.2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~

~~(Insert the date of the E203-2013 incorporated into this agreement.)~~

- .3 Exhibits:  
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this agreement.)

[ X ] Other Exhibits incorporated into this Agreement:  
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Scope of Fee Schedule dated 02/10/2022

Exhibit A – Statement of Qualifications Submitted by Contractor

(Includes RFQ Specifications and Addendum No. 1: Completed, Signed, and Submitted as part of RFQ Response by Contractor)

Exhibit B – Additional Required Documents

Proof of System for Award Management Registration/Status, Form 1295 (Completed and Signed by Contractor), Proof of Divestment Search/Status,

Certificate of Insurance Submitted by Contractor

- .4 Other documents:  
(List other documents, if any, forming part of the Agreement.)

Exhibit C – Hourly Fee Rate Schedule

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

*[Handwritten Signature]*  
Judge Jeff Branck

(Printed name and title)

6/21/2022

ARCHITECT (Signature)

*[Handwritten Signature]*  
Dohn H. LaBiche, FAIA Principal

(Printed name, title, and license number, if required)

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas.

Texas Board of Architectural Examiners

P.O. Box 12337

Austin, TX 78711-2337

Telephone: (512) 305-9000 / Fax: (512) 305-8900

Init.

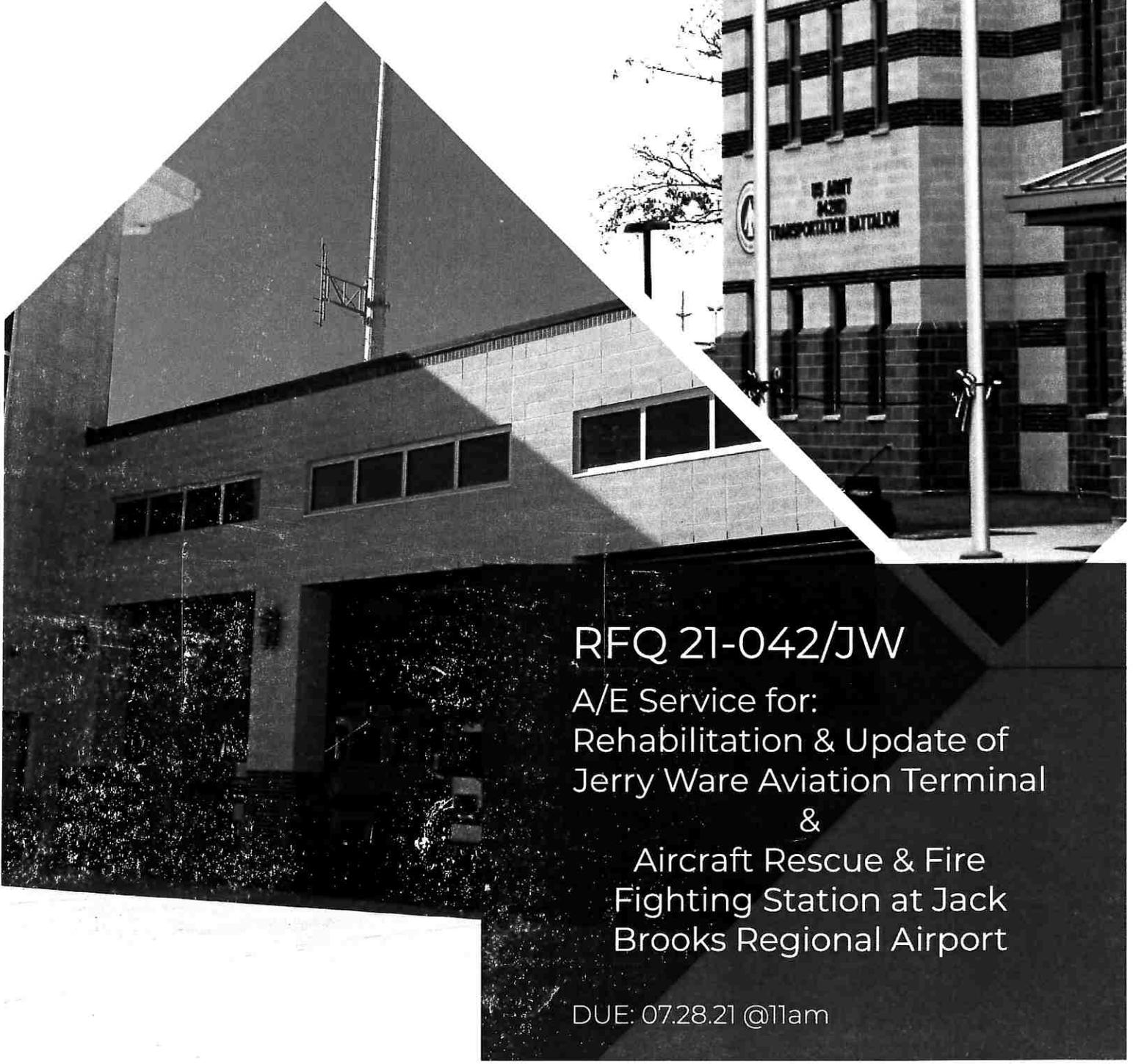
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User Notes:  
(1246118191)



# EXHIBIT A



The LaBiche  
ARCHITECTURAL GROUP, INC.



## RFQ 21-042/JW

A/E Service for:  
Rehabilitation & Update of  
Jerry Ware Aviation Terminal  
&

Aircraft Rescue & Fire  
Fighting Station at Jack  
Brooks Regional Airport

DUE: 07.28.21 @11am

# LETTER OF INTEREST

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The LaBiche Architectural Group, Inc. | 7999 Cladys Ave | Suite 101 | Beaumont, Texas 77706 | 409.860.0197

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Jefferson County  
Purchasing Department  
Mrs. Deborah L. Clark, Purchasing Agent  
1149 pearl Street, 1st Floor  
Beaumont, Texas 77701

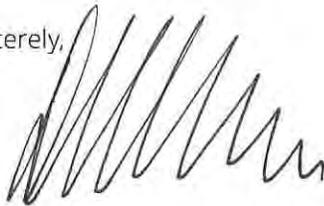
Dear Mrs. Clark,

In response to your Request for Qualifications we are sending you our Qualifications Statement which includes resumes of our staff, work experience and history of our firm along with references you may contact for more information about projects we have completed. We hope this information is helpful to Jefferson County as they consider our firm for your Architectural and Engineering services.

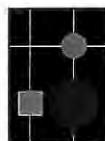
The LaBiche Architectural Group is dedicated to providing the highest level of Architectural Design Services in the industry. Our firm has worked with various entities around Southeast Texas for nearly 20 years, gaining experience building and renovating communities to enhance civic life.

All the information contained in this Statement of Qualifications is complete and accurate, please call me at my office if I can answer any questions you may have about our firm. We look forward to hearing from you and hope we can assist you in completing a successful project.

Sincerely,



Dohn H. LaBiche, FAIA - Principal  
dlabiche@labiche.com  
DHL/bo



**The LaBiche**  
ARCHITECTURAL GROUP, INC.

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Marshall Middle School - Cafeteria Renovation  
Beaumont, Texas

# THE FIRM

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THE FIRM

# COMPANY INFORMATION

## OUR GUIDING PRINCIPLES:

### FUNCTION ENHANCEMENT:

This means that incorporation of all the features that will enhance the beneficial use of the facility whether that be the production of a physical good, the treatment of a disease, or simply the enjoyment of life.

### ENVIRONMENTAL SECURITY:

The creation of surroundings in which the occupant and user can be free from physical danger and harm, and are encouraged to relate with each other in a manner that promotes their individual development.

### RESOURCE CONSERVATION:

The selection of systems and materials calculated to conserve natural resources and the client's resources and energies.

The LaBiche Architectural Group, Inc.  
7999 Gladys Ave, Suite 101  
Beaumont, Texas 77706  
409.860.0197

"S" Corporation  
Federal Tax ID: 76-0636304

### PRINCIPALS

Dohn H. LaBiche, FAIA  
Greg Wall, AIA

### PRIMARY CONTACT

Dohn H. LaBiche, FAIA  
dlabiche@labiche.com

## Professional Services:

### PRE-DESIGN & PLANNING SERVICES

Programming  
Project Budgeting and Financing  
Economic Feasibility Studies  
Project Development Scheduling  
Existing Facilities Surveys  
Site Analysis and Selection  
Zoning Processing Assistance  
Master Planning

### SUPPLEMENTAL SERVICES

Regulatory Agency Approvals  
Interior Design and Furnishings  
Presentation and Marketing  
Materials  
Life Cycle Cost Analysis  
Record Drawings  
Construction Supervision

### ARCHITECTURAL SERVICES

Conceptual Design  
Design Development  
Contract Documents  
Bidding  
Contract Administration



## [FIRM HISTORY]

The LaBiche Architectural Group, Inc. was formed in 2000 and is a continuation of an architectural practice founded in Beaumont by Frederick William Steinman in 1901. Steinman and Associates was continued by his grandson Douglas E. Steinman, Jr. until 2000 when Dohn H. LaBiche, FAIA purchased the firm after working for Mr. Steinman for 14 years.

The firm provides comprehensive services in architecture and engineering, planning and interior design for new facilities, as well as renovations and historical restorations. We have successfully completed numerous fast-track and design/build projects as well as conventionally scheduled and organized assignments. Through the years the predecessor firms designed many of Beaumont's landmarks including City Hall, the Edson Hotel, the old First Methodist Church, and the City Library. The Steinman name for quality buildings and client satisfaction continues in this young and talented firm.

The LaBiche diversified work includes award winning historical restoration and remediations, municipal projects and commercial spaces as well

as medical and institutional commissions. Our projects range in scale from historical preservation with a meticulous attention to detail to municipal, institution, medical and commercial projects with complex structural requirements. Over the years, the office has completed several projects involving the restoration and additions to buildings of significant historical and architectural landmark status for municipalities across Southeast Texas.

Our firm has made a conscious decision to limit the growth of the firm to a size that can give the kind of personalized service that has made it successful for the last 20 years. Instead of growth in size, The LaBiche Architectural Group, Inc. has concentrated its management efforts on making the existing firm more efficient and responsive to our client's needs. We house two Texas licensed architects, an associate architect, and an administrative support staff of two. We also work very closely with an expert team of local consultants for any structural, civil, mechanical, plumbing, electrical and landscaping needs.

The LaBiche Architectural Group is committed to the highest standards of architectural design.

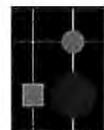
On each project, we coordinate the work of an experienced team from the beginning of the design process to the preparation of construction documents to overseeing construction management. The LaBiche Architectural Group will be there every step to ensure your project stays within budget and completes on time. The LaBiche Architectural Group utilizes state-of-the-art hardware and software, adding to the accuracy and consistency of construction documents. We also have extensive experience integrating technical, economic and management expertise into the planning and design of the projects we take on.

Our past experience has given our staff the ability to interpret the needs and desires of multi-disciplined clients. Our firm has been designing facilities for persons with physical impairment for many years; therefore, the principles enunciated in the ADA regulations have long been standard design criteria in our architectural design.

In 2020, LaBiche Architectural was honored by AIA of Houston with a Design Award for the Historical Preservation of the City of Galveston's 30th Street Water and Electric Pump Station. Since then, the firm has also been awarded the Sally B. Wallace Preservation Award, The City of Galveston's Planning & Design Award for Historic Preservation, and the Texas Historical Commission's Award of Excellence in Historic Architecture for this historical rehabilitation project.

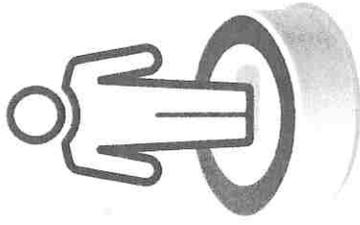
We, at the LaBiche Architectural Group, are sensitive to the nuances of place and precedent, giving consideration to each project's cultural, historical, and physical environment while keeping in mind the overarching tenet of making each client's vision a reality within available resources. The firm understands that Jefferson County, as a community, has a sense of place that we that as a team with you, would honor and respect.

The LaBiche Architectural Group prides itself on being there for our clients. Located in Beaumont, we will be readily available during each phase of this project.



# ORGANIZATION CHART

JEFFERSON COUNTY



**GREG WALL, AIA**

The LaBiche Architectural Group  
PROJECT ARCHITECT

**DOHN H. LABICHE, FAIA**

The LaBiche Architectural Group  
PROJECT MANAGER



**BERNARDINE TRISTAN, PE**

Fittz & Shipman, Inc  
PROJECT MANAGER  
Civil Engineer



**DANIEL DOTSON, PE**

Fittz & Shipman  
Civil/Structural Engineer

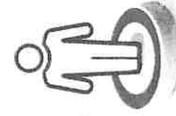


**COLEY MULCAHY, ASSC AIA**

The LaBiche Architectural Group  
DESIGNER

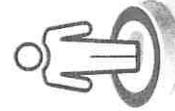
**DON NYE, PE**

E&C  
PROJECT MANAGER  
Mechanical Engineer



**ROBERT LARKIN, PE**

E&C  
Senior Electrical Engineer



**GEOFFREY R. LUSSIER, PE**

E&C  
Senior Plumbing Engineer



St. Ann - Cafeteria Renovation  
Beaumont, Texas

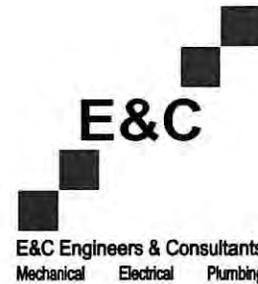
# THE EXPERIENCE

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THE EXPERIENCE

# The Team



## MECHANICAL, ELECTRICAL, AND PLUMBING CONSULTANTS

E&C ENGINEERS & CONSULTANTS Jack Esmond and Bill Clifford founded the firm in 1994. Today, E&C is led by working principals: Heather Camden, Bill Clifford, Don Nye, and Margaret Stever. Almost half of E&C's 24 employees are licensed Professional Engineers many with LEED accreditation. E&C has State of Texas General Services Commission (GSC) Certification as a Historically Underutilized Business (VID #1760435838600) as well as City of Houston Certification (01-09-8652). We are a Texas Corporation. When it has to be right, it has to be E&C Engineers and Consultants, Inc. Our mechanical, electrical and plumbing designs and facility renovations power some of the most critical operations in Texas. From numerous higher education buildings for TAMU, SHSU, UH's leading edge laboratories to educational facilities across the state – when it has to work, E&C is the M/E/P engineer of choice. Our firm's philosophy is to give our clients the best service possible while delivering the highest standard of engineering. Our clients tell us that they value the partnership we bring to project teams by listening to diverse opinions, offering innovative solutions, and providing the highest quality technical expertise. E&C has a solid reputation for working closely with owners, architects, contractors, and other specialty engineering firms to see even the most complex project through to successful completion.

## STRUCTURAL AND CIVIL CONSULTANTS



Fittz & Shipman, Inc., was founded in Beaumont, Texas in 1980 as a civil and structural consulting engineering firm comprised of three employees. Since that time, Fittz & Shipman, Inc. has built a consulting engineering practice of approximately 30 staff members including Professional Engineers, Engineers-in-Training, Computer Aided Drafting & Design (CADD) Technicians, Registered Public Surveyors, full-time survey parties, and support staff. Our scope of work typically includes: land surveying, planning, code reviews, feasibility studies, new and restorative structural engineering design, civil engineering design, drawing preparation, construction specifications, cost estimating, bidding documents, and construction administration & inspection. The senior staff of Fittz & Shipman has over 150 years of combined experience in being an integral part of our clients' success in Southeast Texas. Fittz & Shipman, Inc. has been a part of the Southeast Texas community for 30 years. We have always felt it important to give back to the community in time and money some good fortune we have enjoyed. Typically, Fittz & Shipman donates to over 20 different community charitable organizations annually. Some of our company sponsored events include informal get-togethers, Christmas party, and an occasional company sponsored "Road Trip". Fittz & Shipman, Inc. is dedicated to providing a family environment within our workplace and we consider our associates part of our extended family. Fittz & Shipman, Inc. maintains a staff of Professional Engineers registered in the State of Texas as well as other states, Engineers-in-Training, Computer Aided Drafting & Design (CADD) Technicians, Registered Public Surveyors, full-time survey parties, and support staff. All the necessary expertise needed for the successful completion of client projects is available.

# The Experience

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The LaBiche Architectural Group's technical capabilities and professional competence is best illustrated by examining our past and present client list, which includes the City of Pasadena, City of Galveston, City of Beaumont, City of Port Arthur, City of Port Neches, Jefferson County, Hardin County, Tyler County, Hamshire-Fannett ISD, Diocese of Beaumont, Hardin-Jefferson ISD; the State of Texas, Lamar University, Lamar Institute of Technology, Lamar State College-Port Arthur, Mental Health and Mental Retardation; St. Elizabeth Hospital, St. Mary Hospital, St. Michael Health Care Center, Texarkana, TX; Beaumont State Center; Richmond State School, Richmond, Texas; and Inland/Eastex Corporation, Silsbee, Texas - just to name a few. Our work on multiple projects for these city, county, state, and corporate clients underline our commitment to technical proficiency and extend beyond standard professional competence. These clients alone can attest to our commitment to our clients. We live, work and have built our business serving these communities and institutions.

The LaBiche Architectural Group was called upon by the City of Port Neches to assist Chief Steve Curran in the writing of a grant to help fund the Fire Station / Emergency Operations Center project. Through assisting Chief Curran we gained a greater understanding of the requirements for projects that consist of an emergency operating center with the need for efficiency and safety. We completed space programming and a probable cost for the new facility. The ground work already completed by our firm assisted the City in starting this project with a greater understanding of the scope and required services. We completed a similar study for the City of Groves and have completed Schematic Design for a similar facility for the City of Nederland as well.

Over the years LaBiche Architectural has worked on various rehabilitation projects, from historical, commercial and institutions. Each of these projects has brought more experience in the redesign

of an existing space to meet ADA requirements, more efficient use of the existing space or repairs to a structure caused by a natural disaster. We have worked closely in the past with the City of Beaumont on the City's Fire Stations, updating the interior spaces including kitchens, bathrooms, shower facilities suitable for the Emergency First Responders who spend extended periods of time in these facilities.

LaBiche Architectural is uniquely qualified to provide services to Jefferson County/Jack Brooks Regional Airport as we have extensive experience in all areas of the required scope of work. As you will see in the following pages the LaBiche Architectural Group has gained experience and knowledge through our diverse portfolio.



### **30th Street Water and Electric Pump Station: Galveston, Texas (2020)**

Team Leader: Dohn H. LaBiche, FAIA  
Cost: \$3,000,000  
Contact: City of Galveston:  
Trina Jankowski 409-797-3966

The red brick "Galveston Water and Electric Light Station" was built in 1904 atop the buff limestone foundations of the earlier 1889 pump station that was destroyed in the 1900 hurricane. Designed by prominent Galveston architect Charles William Bulger (1851-1922), the monumental arched wood windows and elaborate pressed metal cornice recalled the baths of ancient Rome, a fitting metaphor for the building that was the center for Galveston's public water distribution system for over a century.

The City of Galveston and the Texas General Land Office, with historic preservation architect Dohn H. LaBiche, FAIA of The LaBiche Architectural Group and partial funding under the Texas Disaster Recovery program, rehabilitated the Pump Station as a community center for the rapidly expanding surrounding neighborhoods. Elements of the original pump station equipment, signage, and hardware are on display to inform visitors about the building's history. One of the original 1889 water tanks, east of the building, also remains.

A native of Indiana, Bulger practiced in Kansas and Colorado before moving to Galveston in 1891, where he designed many commercial and residential buildings, over a dozen of which survive. He moved to Dallas in 1904 and, with his son Clarence as a partner in the architectural practice, built high-rise commercial structures and over sixty churches in the North Texas region. Two of his churches, in Dallas and Texarkana, served as models for the reconstruction of the Bulger's idiosyncratic Ionic cornice and entrance pediment that have been fabricated in long-lasting fiberglass. This iconic building will serve the citizens of Galveston as a meeting, party and wedding venue.

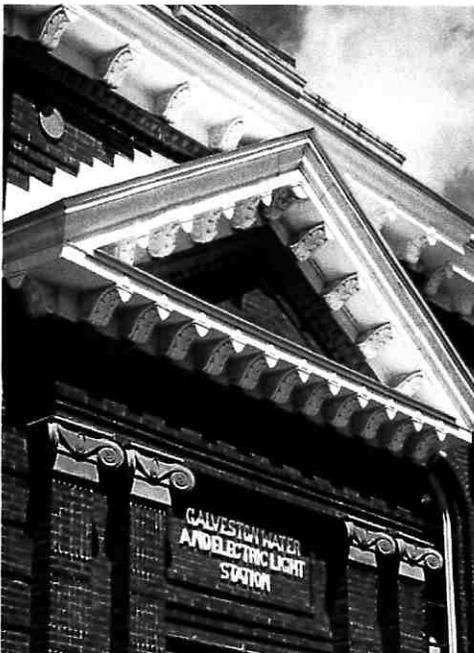
The exterior of the building was completely tuck pointed and broken bricks were replaced with



original bricks harvested from the rear wall of the building. Building cornices and pediments were originally made of sheet metal and through the years deteriorated due to exposure of the salt air from the Gulf of Mexico. They were replaced with fiberglass replicas cast from another Bulger building. The broken limestone on walls and entry stairs were replaced with Texas white limestone to match the originals.

This building originally contained two rooms, one for the electric generator and the other for the water pumps. The main meeting room is surrounded by thirteen-foot-tall original double hung wood windows and large cypress doors which were removed cleaned to bare wood and repainted in the original 1904 color scheme. The floor contained pits which housed the water pumps that supplied Galveston with drinking water until the 2000's. The pits were filled and a new slab poured over the old openings. The interior color scheme is from renovations done to the building in the 1930's.

The rear room was converted into a catering corridor, public restrooms and a smaller meeting room. A mezzanine was created over the restrooms for the new mechanical room.





## Historical Restoration of Jefferson Co. Courthouse – Beaumont, Texas

Team Leader: Dohn H. LaBiche, FAIA

This project began with the exterior restoration of the courthouse including: re-pointing masonry joints, terracotta repair, cleaning historic masonry, composite stone patching, cleaning, painting and sealing of metal windows, replacement of deteriorated steel lintels and re-roofing.

The restoration has continued in different phases through to present day, in order to restore this 1930's era courthouse to its original state. These phases include a Master Plan in association with Baily Architects/Sheply Bulfinch for the removal and replacement of the 14th floor tower roof with clay tiles in the pattern of the original tile roof. The buildings spire was removed, restored and reinstalled. Restoration continues with cleaning and tuck-pointing masonry of floors 5-14. In addition, original steel windows will be cleaned, repainted and re-glazed with hurricane resistant glass. Aluminum windows will be replaced with new steel windows with profiles to match buildings original windows.

## City of Nederland Renovations to Recreation Center/Library/Fire Station Nederland, Texas

Team Leader: Dohn H. LaBiche, FAIA

The project consisted of three separate projects renovating existing facilities from damage suffered during Hurricane Rita.

The Recreation Center condition consisted of restoring a gutted facility back to its original floor plan. The building had been stripped to the bare studs and new work consisted of installing new drywall, ceilings, finishes, modifying electrical and mechanical systems, replacing doors and hardware, and renovating existing restrooms. In addition, several modifications were made to bring the building into ADA compliance.

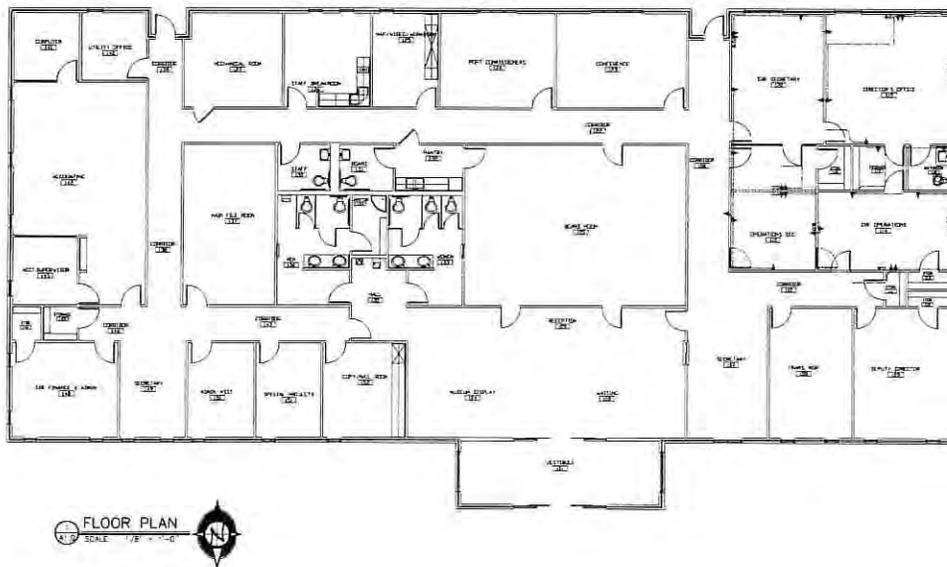
The Library sustained damage to its carpet, some exterior walls and some water damage. This project consisted of a total carpet replacement, some ceiling replacement and drywall and painting associated with water damage.

The Fire Station personnel living quarters were totally destroyed by water damage sustained from losing its roof system to high winds. This project was a total redesign and reconstruction of the staff quarters, kitchen, dayroom and offices.

## Port of Beaumont – Interior Renovations Beaumont, Texas (2020)

Team Leader: Greg Wall, AIA

This project consisted of providing schematic designs for changes to the interior of the existing administration building located at 1225 Main Street. As part of our services, Mr. Wall made visits to the project site to verify existing conditions, met with the Client to determine the scope of the project. Installation of new interior finishes and modifications to interior partitions, and a new exterior sign were designed and placed at the Port.



## Steinhagen Oil – Fastlane Convenience Store: Beaumont, Texas

Team Leader: Greg Wall, AIA

During the first design meeting, the client stated they did not want this to look like just another convenience store. It needed to stand out from the others. A modern design incorporating building materials that are not typically used in this



building type were employed to give this convenience store the edge the client was looking for.

Porcelain tile panels and aluminum panels were used in combination for sections of the exterior along with an EIFS wall system. The cream color porcelain tile and the teak brown aluminum panels are complimented by the bold red of the aluminum canopy, sun-shading devices and the large wall extension that provides the backdrop for the building signage.

As you walk inside, you realize again that this is not a typical convenience store. Brightly colored decorative ceiling sails are prominently placed in the center of the sales area in a floating ceiling system that ties in with the brightly colored and curving ceiling fur-downs over the coo-



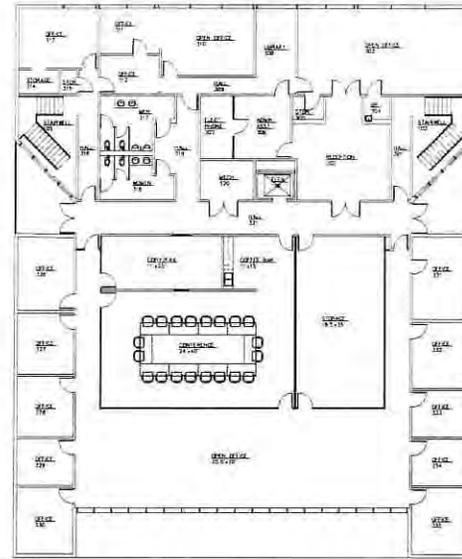
lers and check-out counter. Decorative glass tiles and LED back-lit signage also give the interior a modern look not seen in other convenience stores. The public restrooms are not forgotten in the design either and the bright colors continue with the wall tile at the lavatories.

The final touch that sets this convenience store apart is the landscaping that borders the perimeter and then continues and interacts with the building along the façade.

## Beaumont Housing Authority Interior Renovations – Beaumont, Texas (Currently in Progress)

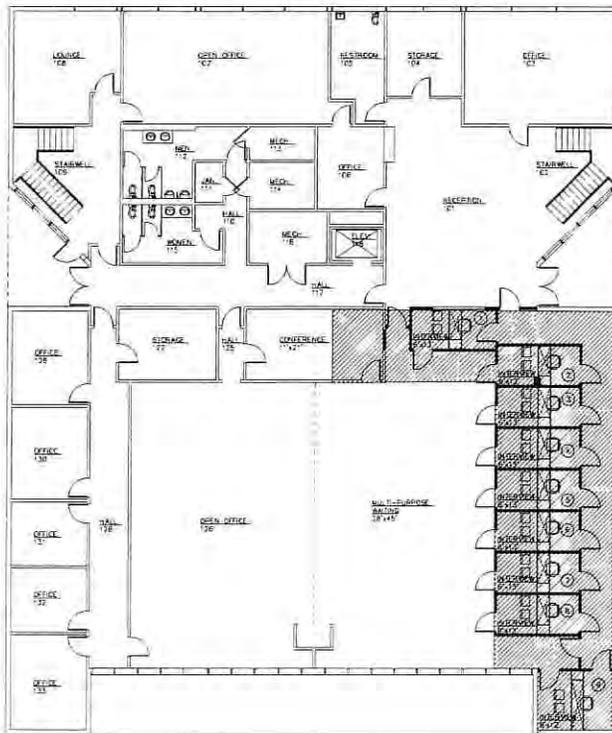
Team Leader: Greg Wall, AIA  
 Cost: \$755,000 (estimated)  
 Contact: City of Beaumont  
 Joe Guillory 409-951-7209

The existing facility is outdated and does not function as it should for the current needs of the Beaumont Housing Authority. New interior finishes and addition of new Conference Room, Break Room, Copy and large Storage rooms as well as the addition of two accessible restrooms with showers will help staff perform better. Improvements to the exterior wall envelope and addition of a gas-powered generator and new lighting completes the scope of work. bar, counter tops and cabinetry millwork were all including in the design.

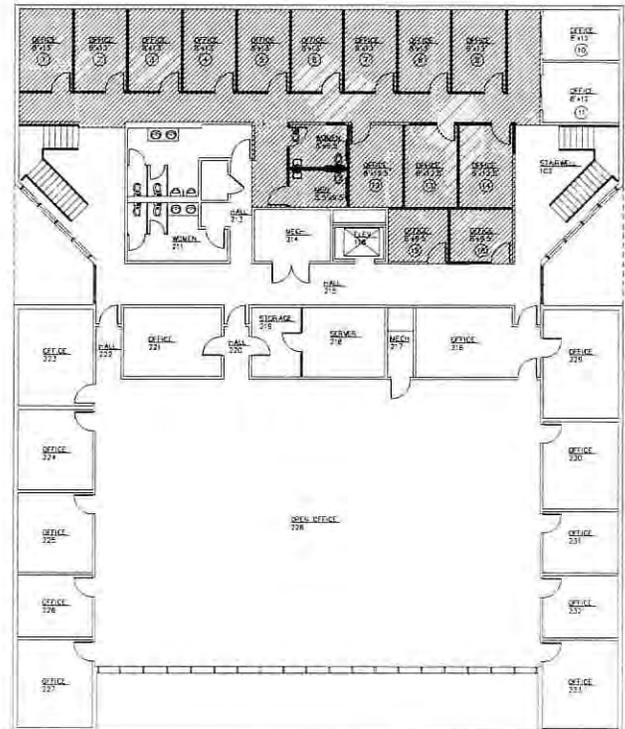


3RD FLOOR PLAN

TOTAL AREA 16,131 SF  
 RENOVATION AREA 2,303 SF  
 PERCENTAGE OF RENOVATED AREA 14%



1ST FLOOR PLAN



2ND FLOOR PLAN

**Jefferson County Water Control  
and Improvement District 10:  
Nederland, Texas (2019)**

Team Leader: Dohn H. LaBiche, FAIA  
Cost: \$400,000  
Contact: Jefferson Co WCID 10  
Tommy McDonald 409-722-6922

Jefferson Co WCID 10 sustained damage during Hurricane Harvey, Dohn H. LaBiche, FAIA of the LaBiche Architectural Group was tasked with the renovations which included visits to the District sites as directed by the Client to determine the extent of required renovations and provide the client with a proposed scope of work for each building, as well as preparing a Probable Cost statement for renovations to these buildings based on approved scopes of work including components required for ADA standards.



## 5 Under – Top Golf Center: Beaumont, Texas (2019)

Team Leader: Greg Wall, AIA

Cost: \$4,000,000

Contact: Austin Williams 409-291-9988

5 Under Golf Center has stood in the same location for many years and countless Southeast Texas golfers have enjoyed their array of golf equipment, customer service and driving range. In 2018,



the owners made a bold decision to grow the facility to something bigger and better.

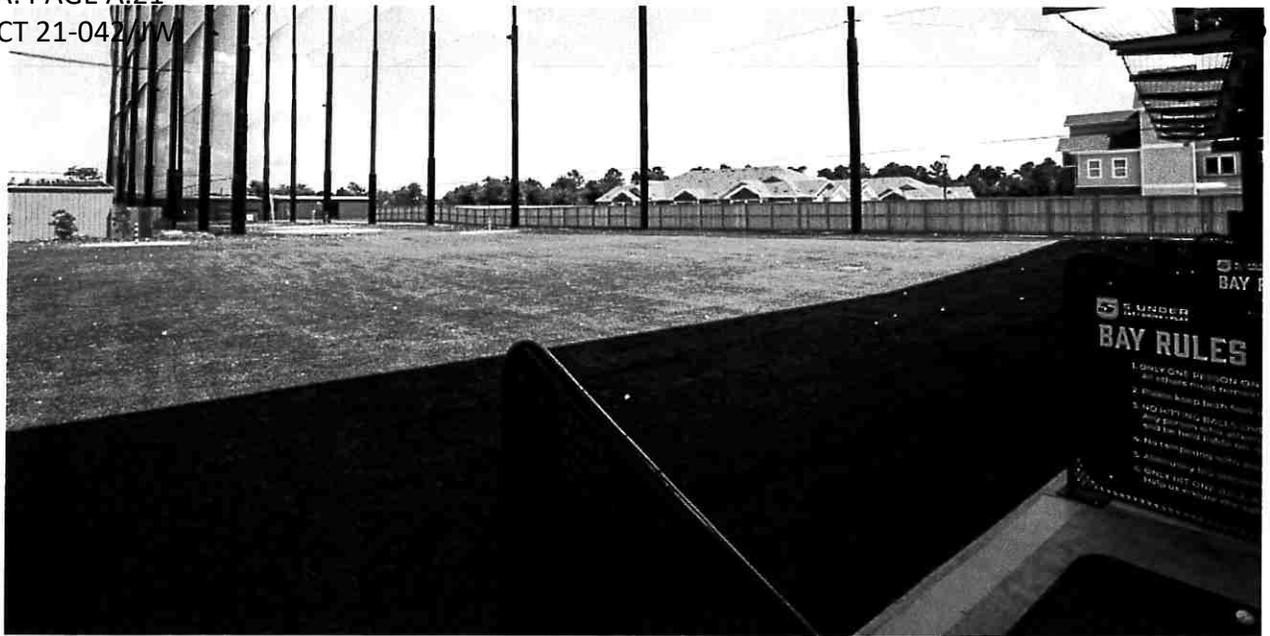
That decision led to today's completely renovated and expanded facility which includes an enlarged retail area and club repair, along with a restaurant, bar and state-of-the-art kitchen. Four Top Tracer Indoor Swing Suites are in the restaurant space and allows all patrons the ability to watch the players in action. Outside, a new two-level tee box overlooks the new driving range. The same Top Tracer technology you will see while watching a PGA Tour event on TV is available to the golfers. Serving the outdoor range area is patio dining, a music stage, restrooms and an additional bar.

New parking, landscaping and exterior signage were also part of the project.



The existing building was completely gutted and re-vamped during the renovation. They were able to stay open for business during construction by maintaining the existing driving range as long as possible and providing a mobile unit to serve as their retail.

Since opening, 5 Under Golf Center has maintained their existing customer base but more importantly have expanded their customer base and is attracting people who have never played golf to the game.



**Mobiloil Credit Union –  
Calder Branch (2018)**

Team Leader: Dohn H. LaBiche, FAIA  
Cost:\$420,000  
Contact: Mobiloil CU VP of Branches  
Lisa Miller 409-924-5170

Reminiscent of the Spindletop Gusher of 1901, the newly renovated Mobiloil Credit Union Calder Branch features a large oil derrick in the lobby with images of the Spindletop oilfields in the background. The large open lobby highlights the 4,500 sq ft renovation on the first floor of an existing office building on Calder Avenue. The rest of the project accommodates offices, workrooms and a teller area that opens up to the lobby, all new interior finishes, new flooring, wall coverings, an interactive tech bar, counter tops and cabinetry millwork were all including in the design.





DOHN H. LaBICHE, FAIA

principal

Registered Architect  
Texas | 1986  
NCARB | 1986

EDUCATION:

McNeese State University  
Associate Degree in Architecture | 1979  
Louisiana State University  
Bachelor of Architecture | 1983

Dohn H. LaBiche, FAIA serves as President of The LaBiche Architectural Group after working for Douglas E. Steinman Jr at the predecessor firm of Steinman & Associates from 1986-2000. Mr. LaBiche also acts as the marketing representative and project manager for the firm's diverse work in housing, municipal, state, medical and institutional projects. Mr. LaBiche has been providing services to Municipalities across Southeast Texas on a variety of projects including historical restorations, community park improvements and renovations to area institutions for over 35 years.

Mr. LaBiche is active in the Texas Society of Architects where he served as a past chairman of the Texas Architect's Committee (PAC), TSA Board Secretary, and TSA Vice President. He was also recognized as a "Hero of Architecture" by the Society in 2004. In 2011, Dohn was elected to the American Institute of Architects, College of Fellows an honor bestowed to less than one percent of the AIA's membership. Dohn also served two terms as president of AIA Southeast Texas. Mr. LaBiche also serves on many other civic building committees, advising boards on maintenance and handicapped accessibility issues affecting their new and existing facilities.

In 2020, The LaBiche Architectural Group was awarded the AIA Houston 2020 Design Award for Renovation/Restoration of the 30<sup>th</sup> St Pump House Rehabilitation in Galveston, Texas. Mr. LaBiche was honored by the Texas Historical Commission with the THC Award of Excellence in Historic Architecture. In the following months our firm was bestowed the following awards: City of Galveston's Planning and Design Award for Historic Preservation, Preservation Texas Honor Award, and the Sally B. Wallace Preservation Award – Galveston Historical Foundation.

AWARDS:

Elected to AIA College of Fellows | 2011  
Greater Beaumont Chamber of Commerce Small  
Businessman of the year | 2011  
Recipient of Hero of Architecture Award Texas Society of  
Architects | 2004  
Recipient of THC Award of Excellence in Historic  
Architecture | 2020  
Recipient of AIA Houston 2020 Design Award for  
Renovations/Restoration of the 30<sup>th</sup> St Pump Station

ACTIVITIES:

Member | Port Arthur Historical Landmark COMMISSION  
Vice Chairman | Beaumont Historical Landmark Commission  
Member | Texas Society of Architects 1983- Present  
Member | American Institute of Architects 1983- Present  
Chapter Director | Southeast Texas Chapter AIA, 1987-1989  
President | Southeast Texas Chapter AIA 1993, 2003  
Chairman | Design Committee Build Inc Beaumont Downtown  
Development 1986-1987  
Chairman | Salvation Army Advisory Board Beaumont 1991-2003  
Member | Young Men's Business League 1983-2006  
Board of Directors YMBL 1993,2002,2003,2005,2006,2020,2021  
Commissioner | City of Beaumont Planning Commission 1996-  
2005  
Board of Adjustment City of Beaumont 1996-2002  
Texas Society of Architects, Texas Architects Committee Executive  
Trustee Chairman 2001-2004  
Board Member | Texas State Fire Museum 2000-2003  
Board Member | Jefferson Theatre Preservation Society



GREG WALL, AIA  
principal partner

Registered Architect  
Texas | 1998

EDUCATION:  
University of Houston:  
Bachelor of Architecture | 1990

Greg Wall, AIA has been an associate with the predecessor firm since 1990, he is now a partner with The LaBiche Architectural Group. He has served as project architect for many projects for firms and has been involved in all phases of design and construction. He is very involved in building code analysis and compliance as well as conformance with the Texas Accessibility Standards for all projects. Mr. Wall has served on various civic committees including Habitat for Humanity and has been very active in the Boy Scouts of America.

Mr. Wall is active in the local Texas Society of Architects chapter where he has served as Chapter President for four different terms. He also has served on the YMBL Board of Directors for over 11 years and has served on various committees and assignments for the South Texas State Fair for 20 years.

ACTIVITIES:

Member | Southeast Texas Chapter AIA

Member | American Institute of Architects

Member | University of Houston Alumni Organization

Member | Young Men's Business League

Newsletter Editor | Southeast Texas Chapter AIA  
1991-1995

Member | Texas Society of Architects

Committee Member | Downtown Housing Committee,  
Beaumont Main Street 1994-1996

Secretary & Treasurer | Southeast Texas Chapter AIA  
1999

Chapter Director | Texas Society of Architects 2002-05

President | Southeast Texas Chapter AIA 2000, 2001,  
2010, 2014-2016

Board Member | Construction Board of Adjustment &  
Appeals City of Beaumont 2003-04, 2005-08, 2009-  
11, 2012-2018

Board of Directors | YMBL 2004, 2006, 2008, 2010,  
2011-2014, 2016-2020

Member | YMBL Key Men, 2015 Key Men President

Committee Member | Boy Scouts of America, Troop  
177 2004-08

Scout Master | Boy Scouts of America Troop 177,  
2008-11

K-1<sup>st</sup> Sunday School Teacher | Trinity United  
Methodist Church 2008-2013

Board member | Southeast Texas Long Term Recovery  
Group



COLEY MULCAHY  
associate architect

EDUCATION:  
Auburn University  
Bachelor of Architecture | 2005

Coley Mulcahy joined the firm in May 2011 as an intern. He is currently an assistant designer and draftsman working on several projects, including medical, housing, commercial and religious projects.

Coley is responsible for field verification and general drafting associated with schematic design and construction documents. He also assists project managers with programming, space planning, and construction detailing.

ACTIVITIES:

Associate member | American Institute of Architects  
Associate member | Texas Society of Architects  
Eart Team  
NCARB

PUBLICATIONS:

"Architect in the US | #15-100 Ft. Birding Tower  
"Metropolis Magazine" | 100ft Birding Tower – Feb 2007  
"Architect Magazine" | 100ft Birding Tower – Nov 2007

Public Health Department  
Beaumont, Texas

# THE APPROACH

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# THE APPROACH

## WORK PLAN:

To successfully plan and design a project within a designated completion schedule, and meet your deliverables, we will start with programming and design sessions with representatives/building users, followed by regular team meetings and milestone meetings. Our team will lead the programming phase during which project goals for: the use, functional relationships and spatial arrangement between the various users, and the building's image will be established, while maximizing the site's assets. At the start of the project, we will also hold a preliminary vision meeting with the entire team to ensure the project's goals are clearly understood and measurable.

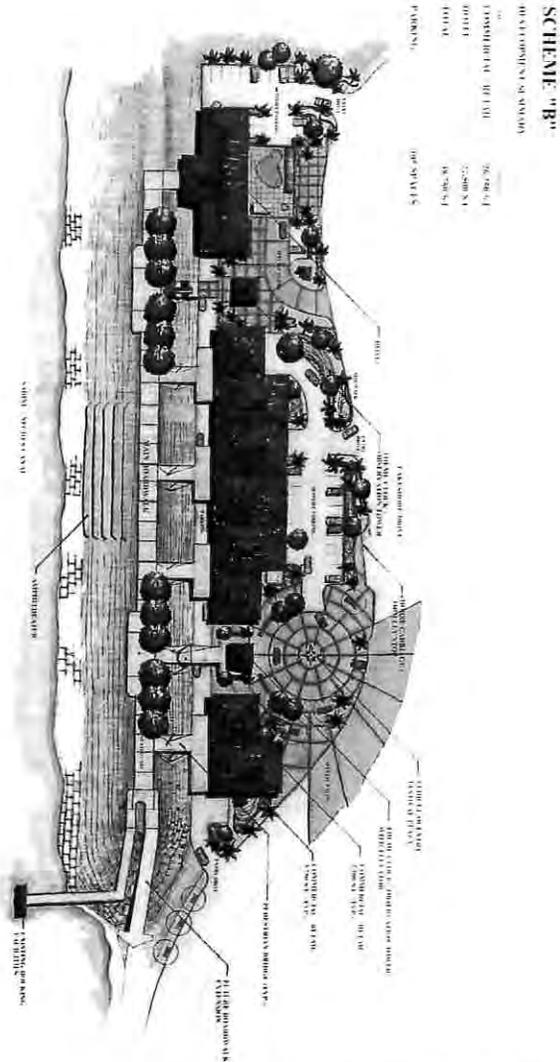
Team interaction in the design review process can enhance decision-making: a comprehensive 360-degree review of issues to make sure all the relevant information is present; the right people are involved and help to facilitate the right solution. The process may also call attention to particular areas to change. Throughout the project's duration, we will hold frequent review sessions with representatives that are formal and include the owner 'signing off' on documents through to the construction documents phase.

After approval of the program and concept design, we will begin the schematic design and design development phases. This process will include design work sessions during which alternative site plan/floor plan configurations will be explored and presented to you for feedback. The concept will establish the framework for orientation, views, entrances, access and services, massing, fenestration, and character.

Following a series of intense work sessions, a final schematic design will be presented that includes the preparation of site plans, overall building plans, elevations, recommendations for the internal layout of key spaces and a description of ma-

for building systems and equipment. The Owner's preference for materials and systems will be integrated into the design.

If, at any phase, a cost estimate indicates that the project may exceed its budget, we will make appropriate design adjustments. If adjustments of any significance are required, we will consult closely with representatives as to the best action to take. This process will be followed as we move through subsequent phases where we will balance the creative, technical, and pragmatic aspects of this project by carefully managing the project delivery process, good communications that develop mutual trust, controlling the project budget, and meeting schedules.





#### METHODOLOGY:

Central to our methodology is an integrated project delivery approach involving effective collaboration among owners/clients and the entire team starting at early design and continuing through to project handover. We recognize the importance that the entire project team understands the goals from the outset and possesses the collective knowledge and expertise that will improve overall decision making, especially during the early stages. Our pre-planning activities and the ways in which we approach and monitor project progress through milestones and benchmark performance help contribute to our ability to maintain schedules and complete projects within budget.

We are sensitive to the nuances of place and precedent, giving consideration to each project's cultural, historical, and physical environment while keeping in mind the overarching tenet of making each client's vision a reality within available resources. The firm understands each project that is put in our care has a sense of place and purpose that we, as a team with you, would honor and respect.

We excel at gaining consensus among participants. We know how to implement public participation processes, providing opportunities for stakeholders to participate, eliciting their input/feedback, synthesizing it, and incorporating it into design concepts, leading to well-designed spaces that contribute to an area's civic life for years to come.

Understanding the complex requirements of the adopted Building Codes and Texas Accessibility Standards is an important part of the design process that The LaBiche Architectural Group adheres to very closely. A thorough code analysis is conducted early in the design process and again as the plan develops. Meetings with local code officials and fire marshals are conducted to ensure compliance is being maintained.

#### PRINCIPLE BUSINESS:

The LaBiche Architectural Group and team of consultants have been involved with surrounding municipalities for many years. We have completed both new, renovation and remediation projects for Jefferson County, Hardin County, Tyler County, the City of Beaumont, Orange County, the City of Port Neches, and Port Arthur.

The LaBiche Architectural Group, Inc is currently under no pending debarments, litigation, convictions or adverse court rulings.

# METHODOLOGY



## SCHEMATIC DESIGN

- Review of program with Client
- Preliminary design concepts
- Landscape consultant input
- Presentation of design concepts to Owner
- Owner review and input
- Schematic design finalized

## DESIGN DEVELOPMENT

- Preliminary design of building systems with consulting engineers
- Presentation of design development to Owner
- Review of project cost estimate with Owner
- Owner review and input
- Design finalized

## CONSTRUCTION DOCUMENTS

- Working drawings and specifications production
- Owner review

## BIDDING & NEGOTIATIONS

- Competitive bidding
- Bid evaluation
- Contract awarded

## CONSTRUCTION

- Construction begins with on-site construction observation
- Substantial completion
- Owner occupancy
- One-year building review by Architect

Our previous work with municipalities taught us valuable lessons in connecting and working with building users to ensure functionality and security coexist to create public places that build communities and serve as a source of civic pride.

### PROGRAMMING:

- Implement collaborative and interactive process to establish programming recommendations. Meet with user group(s) to discuss needs assessment of spaces for new building, document and analyze the existing uses and relationships of current operations and increase our understanding of space needs and their functional relationships.
- Develop projections of space needs and priorities, review in a "feedback loop" and test to ensure they meet intended goals and requirements.
- Analyze site considerations and possible ties (e.g., design character, palette of exterior materials and colors, etc.) to surroundings.
- Meet with representatives to confirm programming and discuss design philosophies.
- Refine program based upon meeting with representatives.
- Work with representatives to ensure the project's program/design intent is congruent with available finding and scope.
- Identify architectural services schedule, project budget and construction schedule.
- Identify construction delivery method.
- Seek approval of programming, budget and schedules.
- Revise programming, budget and schedules as required for approval.
- Presentation and project update.

### SCHEMATIC DESIGN:

- Establish a scope and seek approval for soil investigation reports of site.
- Identify and purpose design solutions, including basic building systems.
- Review alternate approaches to design and construction of the project.
- Prepare Code Review for the proposed program
- Prepare schematic design documents for approval by owner.

- Seek approval from County Representatives for Schematic Design and/or modify designs for a secondary review meeting.
- Prepare probable cost statement based upon Schematic Design documents.
- Seek County Representatives approval of Schematic Design documents, construction schedule and probable cost statement.
- Revise Schematic Design documents, construction schedule and probable cost statement as required for County Representatives approval.
- Presentation and project update.

### DESIGN DEVELOPMENT:

- Meet with County Representatives to discuss, fix and describe size and character of the project as to architectural, structural, civil, mechanical systems, emergency back-up systems, materials, and other elements.
- Architect to conduct Field Survey to review impact of Schematic Design on site and surrounding properties.
- Prepare Design Development documents including outline specifications which reflect the County's needs as identified in the initial Design Development meeting.
- Test the EOC's design/space utilization to see that it meets the County's need regarding security and information management processes, procedures, and systems for emergency preparedness, response, recovery and mitigation.
- Provide preliminary selections for finished of materials both interior and exterior.
- Update probable construction cost and construction schedule.
- Seek County Representatives approval of Design Development documents, construction schedule and probable cost statement.
- Revise Design Development documents, construction schedule and probable cost statement as required for County Representatives approval.
- Presentation and project update.

### CONSTRUCTION DOCUMENTS:

- Prepare Construction Documents consisting of drawings and specifications setting forth in detail the requirements for the construction of the project.
- Test further the EOC's design and systems.
- 50% review of Construction Documents, probable construction cost and construction schedule.
- 100% review of Construction Documents, probable construction cost and construction schedule.
- Seek County Representatives approval of Construction Documents, construction schedule and probable cost statement.
- Revise Construction Documents, construction schedule and probable cost statement as required for County Representatives approval.
- Presentation and project update.

### BIDDING:

- Assist the Owner in obtaining bids, negotiating proposals, answering questions from contractors, awarding and preparing contracts.
- If lowest bid/proposal exceeds The County's Construction Cost for the project, architect shall revise the Construction Documents to reduce or modify the quantities and/or quality of the work so that Construction Cost does not exceed the budget.
- Review contractor's qualifications and make recommendations to County Representatives for approval/denial.
- Seek County Representatives approval of Contractor.
- Presentation and project update.

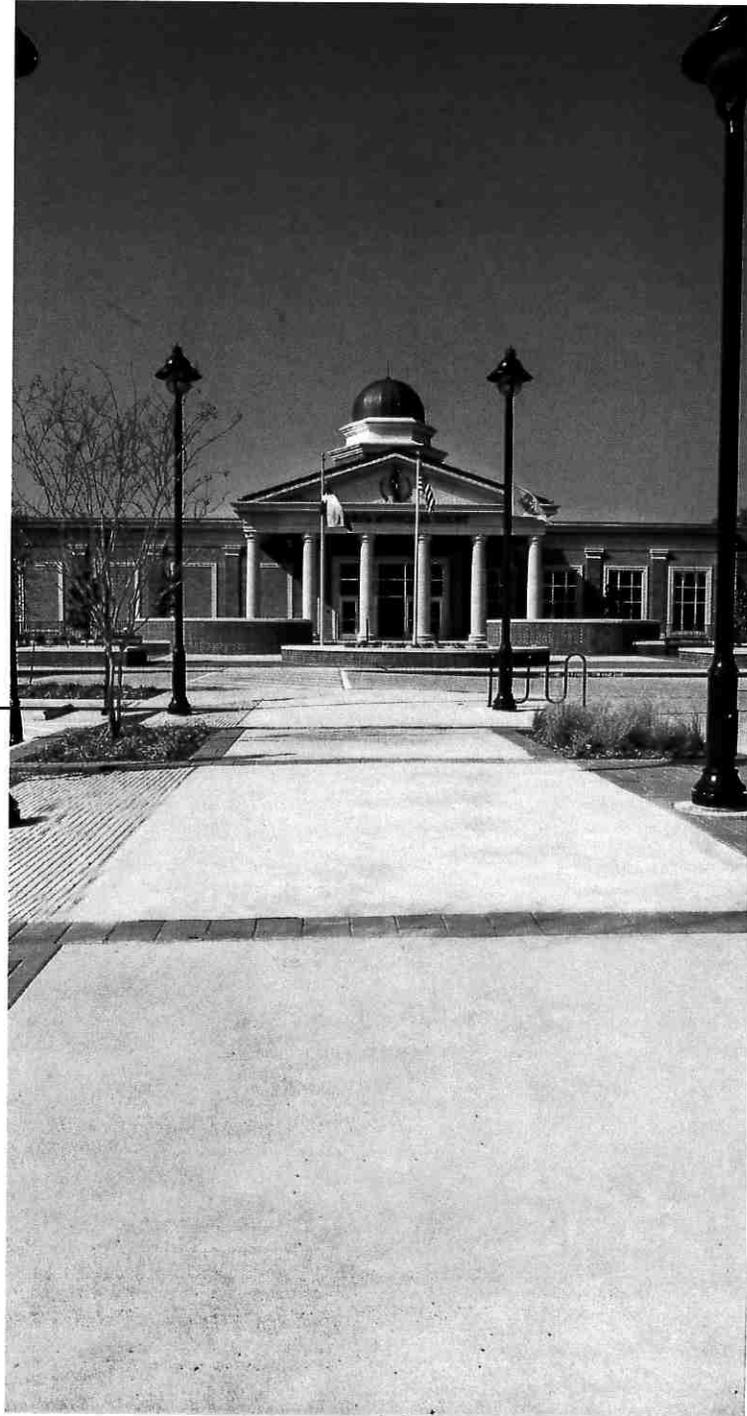
### CONSTRUCTION ADMINISTRATION:

- Gather and submit contractor's documentation as required by contract.
- Pre-Construction conference to discuss project schedule and approve.
- Issue Notice to Proceed.
- Review submittals and shop drawings before and during construction.
- Begin Construction.
- Coordinate soil and material testing with laboratory engineer.
- Structural engineer conduct site visits for approval of foundation and structural components.
- Conduct weekly visits to construction site to determine compliance with Construction Documents.
- Conduct monthly construction payment review meeting to discuss progress of work, revised construction schedule, RFI's, Change Order requests, modifications to the work, changes in personnel, etc.
- Conduct a final inspection of the project and compile a punch list of items to be corrected.
- Conduct an inspection to check that all punch list items have been completed.
- Conduct testing for systems' optimal performance, operations and maintenance.
- Collect and review required close-out documents required to be submitted by the contractor to County Representatives prior to payment of retainage.
- Certify final payment of retainage to the Contractor.
- Conduct a year end warranty inspection with County Representatives and Contractor.

Pasadena Municipal Courthouse  
Pasadena, Texas

# REQUIRED FORMS

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# JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah L. Clark, Purchasing Agent*

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

June 29, 2021

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

Dear Vendors:

You are invited to submit a statement of qualifications in accordance with (RFQ 21-042/JW) Professional Engineering/Architectural Services for Rehabilitation and Update of the Jerry Ware General Aviation Terminal and Aircraft Rescue and Fire Fighting Station (ARFF) at the Jack Brooks Regional Airport. Jefferson County is requesting statements of qualifications from qualified and experienced Engineering/Architectural Consulting Firms to provide: project administration services, design services, bidding services, construction oversight services, and other services that may be required for the rehabilitation and update of the Jerry Ware General Aviation and adjacent ARFF Station. This project is intended to be funded by the Federal Aviation Administration (FAA) Airport Improvement Program (AIP)/CARES Act Grant to the Airport.

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

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

Responses are to be sealed and addressed to the Purchasing Agent with the request for qualifications number and name marked on the outside of the envelope or box. All responses shall be submitted with an original and (4) four copies, to the Jefferson County Purchasing Department, 1149 Pearl Street, 1<sup>st</sup> Floor, Beaumont, Texas 77701, no later than 11:00 am CT, Wednesday, July 28, 2021. Jefferson County does not accept responses submitted electronically. Responses will be publicly opened and the names of responding firms will be read aloud in the Jefferson County Engineering Department Conference Room (5<sup>th</sup> Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701 at the time and date below. Statements of Qualifications received after that time will be considered late and will be returned unopened. Inquiries shall be directed to Jamey West, Assistant Purchasing Agent at 409-835-8593 or [jwest@co.jefferson.tx.us](mailto:jwest@co.jefferson.tx.us).

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

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

**DUE DATE/TIME: 11:00 am CT, Wednesday, July 28, 2021**

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

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

We look forward to your active participation in this solicitation.

Sincerely,

Handwritten signature of Deborah L. Clark in black ink, written over a circular stamp that partially overlaps the seal of Jefferson County.

Deborah L. Clark, Purchasing Agent  
Jefferson County, Texas

Published:  
June 30 & July 7, 2021  
Beaumont Enterprise and Port Arthur News:  
  
July 1, 2021  
The Examiner

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

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### **Section 1. Background Information, Introduction, and Purpose:**

#### **Background Information:**

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

#### **Introduction:**

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

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

### **Section 2. Scope of Work**

#### **Design Service Scope:**

##### **Design Service Scope**

BPT – Jack Brooks Regional Airport

Project: **Jerry Ware Terminal and ARFF Station Rehab**

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

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

All work products developed by the selected firm will be subject to FAA and Jefferson County document review.

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

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

Jerry Ware Terminal:

- **First Floor Items:**

- Replacement of landside public entry doors.
  - Current doors are original from 1964 terminal expansion and in need of replacement.
  - Consultant will provide options to replace the doors that provide efficient use of space and taking safety, functionality, maintenance, and longevity into consideration.
- Options to repair existing terrazzo flooring where cracks and previous floor anchors resulted in perforations in terrazzo.
- Redesign and layout of bathrooms, must incorporate:
  - Private shower rooms in men's and women's restroom.
  - Hallway connecting restrooms to lobby and administration hallway.
- Rehab of kitchen facility adjacent to lobby conference room
  - Intended to be utilized for Emergency Operation Canteen, minimal food prep for catered meetings/conferences.

- Redesign layout for efficiency and safety.
- Options for access to airside ramp.
- Update required ventilation of kitchen appliances
- Fuel Service
  - Redesign layout for optimal service, considerations:
    - Night duty bunk room;
    - Dayroom visibility of lobby
    - Fuel Service Manager's access to desk and office
- **Second Floor Items:**
  - The Second and third floors are intended to be an emergency operations only facility to house first responders. Intended users of the area would be for Essential Airport Staff, County, Sheriff, Local First Responders, and National Guard personnel during Emergency Response Operations. Facility would not be open to the public.
  - Stair treads repaired – options for slip-resistant treads
  - Doors:
    - Reuse as many existing interior doors – some are original, Airport would like to keep with some of the original aesthetic.
    - Replacement of all Emergency Exit Doors and Exit Signs.
  - Flooring:
    - VCT or LVT options
      - *Note: Asbestos is presumed to be present in the original 9x9 floor tiles and mastic. Encapsulation is the preferred option.*
  - Design ductwork to improve airflow
    - HVAC units are new and only require ductwork. Airport prefers to keep ducts exposed as well as an open ceiling (no drop ceiling required)
  - Kitchenette Area:
    - Consultant to design an area for First Responders to use for minor food prep.
      - Area for refrigerator, sink, microwave.
      - Cabinetry for storage.
  - Bathroom(s):
    - Rehab of existing small bathroom.
    - Airport desires consultant to provide design options to create an expanded bathroom facility on the second floor. Private shower facilities would be a priority consideration due to large number of Emergency First Responders who would utilize facility for extended periods of time.
  - Conference Room:
    - Design for multi-media presentations, improve communications ability, additional electrical plugs for various electronics
    - Design options for built-ins (storage, cabinetry)
  - Walls:
    - Original brick walls were covered using industrial adhesive. Airport desires to return to the original brick aesthetic. Consultant will provide option to cover walls if removal is cost prohibitive.
- **Third Floor Items:**
  - Overall design needs to incorporate "Air Boss" responsibilities and necessities during Emergency Operations.
  - Requires 180 degree viewing of airfield – design for additional impact resistant window facing "North".
  - Bathroom: Complete rehab.
  - Flooring to be similar to second floor.
  - Doors to be similar to second floor, interior and emergency exit.
  - Design options for built-ins (storage, cabinetry)
- **Secondary Power Generation**
  - Must be able to completely power entire Terminal, (Admin, Lobby, Fuel Service, 2<sup>nd</sup> and 3<sup>rd</sup> Floors)
    - Diesel power – minimum runtime under full load = 4 days.
  - Generator to be placed outside, between terminal and brick wall northern east-side.
  - Automatic Switchgear placed inside Electrical Room (currently located outside, exposed to elements).

**ARFF Station:**

- Replacement of VCT flooring with LVT or similar. Architect/Engineer will provide cost effective options for floor materials with factors such as longevity, maintenance, skid resistant, water resistant.
- Replacement of Secondary Generator of sufficient capacity to fully run all electrical requirements of the building.
  - Replacement generator and switchgear will be in the same location as current.

- Diesel power – minimum runtime under full load = 4 days.

### **Phase 1 – Preliminary Design**

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

1. Coordinate and meet with Airport personnel.
  - a. Prepare an overall construction phasing plan to maximize project constructability and minimize interference with day-to-day airport operations.
2. Meet with Airport, FAA, and County personnel to accurately understand anticipated results.
  - a. FAA has sensitive utilities and communication lines in the Electrical Room, coordination with FAA is necessary not to interrupt operation.
3. Using the above SOW and after consultation with all relevant parties, Consultant will prepare a preliminary estimate of probable construction costs and schematic design for each project element.
  - a. Discuss viable alternatives in order to maximize project finish product.

### **Phase 2 – Final Design**

1. Identify any walls, ceilings, electrical conduit, light fixtures, switches, data and telecom lines and outlets, electrical junction boxes, panels, brackets, hangers and other obstructions required to be removed or relocated in order to facilitate rehabilitation.
2. Noise and dust control plan – acceptable standards of cleanliness contractor must meet each workday.
3. Develop Security Plan – contractors will have adjacent access to airside, strict access must be maintained to meet FAA and TSA security requirements.
4. Develop Safety Plan in accordance with AC 150/5370-2 Operational Safety on Airports During Construction.
5. Prepare Hazardous Materials Survey Report, if necessary, to address concerns.
6. Prepare final design documents that provide sufficient information and detail to illustrate, describe and clearly delineate the design intent of the Consultant and enable all contractors to bid uniformly.
  - a. Provide final estimate of probable construction costs and quantities and schedule for the project.
  - b. Incorporate specifications required in AC 150/5370-10 Standards for Specifying Construction of Airports, and any other FAA Advisory Circular relevant to the project.
  - c. Prepare project specifications and contract documents.

### **Phase 3 – Bid Phase**

1. Assist Jefferson County Purchasing Department with advertising and interpretation of project requirements.
2. Attend Pre-Bid meeting(s) to provide clarity and answer technical questions.
3. Assist with bid-opening, if necessary and assist Jefferson County Purchasing Department in recommended of award for contractor selection based on received construction bids.
  - a. Return bid bonds to the unsuccessful bidders.
4. Assist Purchasing Department with Notice of Award and Notice to Proceed.
  - a. Solicit and review bonds, insurance certificates, construction schedules.

### **Phase 4 – Construction Phase Services**

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

8. Prepare and deliver as-built construction plans (hard copy and electronic) to Airport and County Engineer's Office.
9. Prepare project closeout report for submittal to FAA.

### **Section 3. Minimum Respondent Qualifications**

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

#### **All respondents to this request must:**

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

### **Section 4. Procedure**

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

Jefferson County will then enter into negotiations with the highest qualified firm. The negotiations will first establish the scope, terms and conditions, and time limits for the proposed contract. Once agreement is reached between Jefferson County and the selected firm, the County will request a fee proposal from the firm. If agreement is reached, the County will retain the firm and enter into a written contract with it. If an agreement cannot be negotiated with the selected firm, the County will then enter into negotiations with the next most qualified firm. This procedure will continue until agreement is reached and a contract is produced. If the County cannot negotiate an agreement, the procedure will be terminated.

### **Section 5. Selection Committee**

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

### **Section 6. Laws and Regulations**

The Professional Engineering Firm(s) must comply with all laws, ordinances, and rules and regulations which govern the work specified in this contract. *This RFQ will follow guidelines set forth in FAA Advisory Circular 150/5100-14E (or current version) and 2 CFR 200, for the purpose of selection engagement of architectural, engineering, and planning consultants.*

## Section 7. Insurance

The contractor (including any and all subcontractors as defined in Section 8 below) must provide proof of insurance at the time of award and at all times during the term of any contract as a direct result of this RFQ, and maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents. Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured. All insurance must be written by an insurer licensed to conduct business in the State of Texas.

### Minimum Insurance Requirements:

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

### Property Insurance

Policy below that is applicable to this project:

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

### Workers' Compensation: Statutory Coverage

See Section 8 Below:

## Section 8. Workers' Compensation Insurance

### 7.1 Definitions:

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

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

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

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

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

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

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

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

- 7.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
- 7.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
- 7.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 7.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 7.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 7.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
  - 7.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
  - 7.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
  - 7.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  - 7.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
    - 7.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
    - 7.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
  - 7.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
  - 7.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  - 7.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 7.1. – 7.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 7.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 7.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

## Section 9. Qualifications Statement Format Requirements

- Responses must be prepared in such a way as to provide a straight-forward, concise description of capabilities to satisfy the requirements of the RFQ. Expensive bindings and promotional materials are not necessary or desired. Emphasis should be on conformance to the RFQ instructions, responsiveness to the RFQ requirements, and on completeness and clarity of content.
- **Minimum of (5) copies (to include: one original, four copies)** of the written responses are required.

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

Note: The inclusion of these specifications (31 pages) in their entirety, completed FORM 1295, SAM Registration Status/Proof, and Certificate of Insurance documents are not to be included in response page count.

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

## Section 10. Statement of Qualifications and Experience

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

### 1) **Company Information**

- a) Business name and legal entity.
  - i) Federal Tax ID number
  - ii) Local and Corporate/Main Office address and mailing address, telephone, and email contact information
  - iii) Whether the prime consultant is a single entity, partnership, corporation, or other legal entity recognized in the State of Texas.
  - iv) Controlling interest in any other firms providing equivalent or similar services, as well as financial interest in other lines of business.
  - v) Brief history of your company, include number of years in business under present name, prior business names.
- b) Organization chart, (clearly define respondent if working alone or with a team)
- c) Statement that demonstrates capacity to perform the required services (minimum qualifications), including other firms if a team.
- d) Contact information of person(s) who are authorized to negotiate and contractually obligate the firm, one of these people must sign the RFQ response.

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

- a) Brief introduction of all participating firms.
- b) DBE participation (***If the firm responding is a certified DBE or in the process of becoming a DBE, this information needs to be clearly stated in response.***)
  - i) Identify any DBE's and Minority Businesses that will be a part of the team and approximate percentage of the work they will be performing.
  - ii) Firm's experience working together.
  - iii) Statement signed by any sub-consultant that the sub will perform all work as described.
- c) Description of representative work accomplished for all jobs within the past five (5) years.
- d) Describe reasons why the firm(s) would be uniquely qualified to provide the services (as described within this RFQ) to Jefferson County/Jack Brooks Regional Airport.
- e) List of applicable licenses presently held and indicate ability to obtain any additional licenses or permits that may be required.

### 3) **Personnel and Team Organization**

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

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

**4) Project Approach**

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

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

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

**6) List of references, other than Jefferson County/Jack Brooks Regional Airport, who have contracted the type(s) of work that your firm is offering to perform. A reference form "Vendor References" is included in this package on Page 23.**

**7) Evidence of insurance.**

**8) Proof of Registration with the System for Award Management. See Page 9, Section 13,(Item E ).**

**Section 11. Additional Information**

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

**Section 12. Confidential/Proprietary Information**

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

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

**Section 13. Terms and Conditions**

- A. Jefferson County reserves the right to request clarification of information submitted and to request additional information of one or more respondents.
- B. Any agreement or contract resulting from this RFQ shall be on forms approved by Jefferson County and shall contain, at minimum, applicable provisions of this document. Jefferson County reserves the right to reject any agreement that does not conform to this document and any County requirements and contracts.
- C. The Engineering Individual/ Firm shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.
- D. No reports, information, or data given to or prepared by the Engineering Individual/Firm under contract shall be made available to any individual or organization by the Engineering Individual/Firm without the prior written approval of the County.
- E. Vendor Registration: SAM (System for Award Management):
  - a. Vendors doing business with Jefferson County are required to be registered with The System for Award Management (SAM) with an "active" status. SAM is the official U.S. Government system that

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

- b. Entities may register at no cost directly to the SAM website at: <https://www.sam.gov>
  - c. **Respondents are required to submit proof of their SAM Registration with their response.**
- F. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)
- a. In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), unless contract is considered exempt as described below.
  - b. In 2017, the Texas legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.
  - c. Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."
    - i. A completed Form 1295 is not required for:
      1. a sponsored research contract of an institution of higher education;
      2. an interagency contract of a state agency or an institution of higher education;
      3. a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and or any qualified vendor is eligible for the contract;
      4. a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;
      5. a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code;
      6. a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code
    - d. Upon entering into a contract or professional agreement, the Jefferson County Purchasing Department will submit a request to the Vendor to both:
      - i. Submit a FORM 1295 online via the Texas Ethics Commission website link below.
        1. Vendors must enter the required information on Form 1295, and print a copy of the completed form.
        2. The form will include a certification of filing that will contain a unique certification number.
      - ii. Submit a FORM 1295 hard copy (completed and signed by an Authorized Agent of the Awarded Vendor) to the Jefferson County Purchasing Department.
    - e. FORM 1295 Completion Instructions and Login Instructions are available the Texas Ethics Commission Website at: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

#### **Section 14. Minority-Business Participation**

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

#### **Affirmative Steps pursuant to 2 CFR §200.321**

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

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

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

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

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

## Section 15. Federal Mandated Contract Provisions

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

### A. Breach of Contract Terms / Remedies

*Source:* 2 CFR § 200 Appendix II (A)

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

This requirement applies to all FEMA grant and cooperative agreement programs

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

### B. Termination of Contract (for Cause and Convenience)

*Source:* 2 CFR § 200 Appendix II (B)

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

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

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

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

### C. Equal Employment Opportunity

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

Executive Order 11246                                      41 CFR § 60-4.3

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

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

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

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

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

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

### D. Davis-Bacon Requirements

*Source:* 2 CFR § 200 Appendix II (D)

29 CFR Part 5

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

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

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

#### **E. Copeland Anti-Kickback**

*Source:* 2 CFR § 200 Appendix II (D)

29 CFR Part 3 & Part 5

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

It DOES NOT apply to the FEMA Public Assistance Program.

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

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

#### **F. Contract Workhours and Safety Standards Act Requirements**

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

40 U.S.C. § 3701-3708

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

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

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

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

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

2. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27.00 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.
3. *Withholding for unpaid wages and liquidated damages.* Jefferson County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.
4. *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

#### **G. Rights to Inventions**

*Source:* 2 CFR § 200 Appendix II (F)

37 CFR § 401

*Applicability:* This provision applies to all contracts and subcontracts with small business forms or nonprofit organizations that include performance of *experimental, developmental, or research work*. This clause is not applicable to construction, equipment, or professional service contracts unless the contract includes *experimental, developmental, or research work*. This requirement applies to "funding agreements," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

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

#### **H. Clean Air and Water Pollution Control**

*Source:* 2 CFR § 200 Appendix II (G)

29 CFR Part 5

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

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

1. Contractor agrees to comply with all applicable standards, orders, and regulations pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251-13870). The contractor agrees to report any violation to the owner immediately upon discovery. The owner assumes responsibility for notifying the EPA and the FAA.

#### **I. Debarment and Suspension**

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

2 CFR Part 3000

2 CFR Part 1200

DOT Order 4200.5

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

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

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

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

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

#### J. Lobbying and Influencing Federal Employees

*Source:* 2 CFR § 200 Appendix II (J) 31 USC § 1352 – Byrd Anti-Lobbying Amendment  
49 CFR Part 20, Appendix A 44 CFR Part 18

*Applicability:* This requirement applies to all FEMA grant and cooperative agreement programs. Consultants and contractors that apply or bid an award of \$100,000 or more must certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or another award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

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

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

#### K. Procurement of Recovered Materials

*Source:* 2 CFR § 200 Appendix II (J) Solid Waste Disposal Act  
40 CFR Part 247 2 CFR § 200.322

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

This requirement applies to:

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

Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines website:

<https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act." The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts.



Solicitation Clause:

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION  
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractors aggregate workforce in each trade on all construction work in the covered area, are as follows:
  - a. Goals for minority participation for each trade: 1.95%
  - b. Goals for female participation in each trade: 6.90%

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

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

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

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

## N. Buy American Preferences

*Source:* 49 USC § 50101

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

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

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

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

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

## O. Civil Rights

Source: 49 USC § 47123

Title VI of the Civil Rights Act of 1964

FAA Order 1400.11

US DOT Order 1050.2

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

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

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### Title VI Solicitation Notice

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

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

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## P. Disadvantaged Business Enterprise

Source: 49 CFR part 26

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

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

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

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

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

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

#### **DBE Contract Assurances**

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

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

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

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

#### **Q. Distracted Driving**

*Source:* Executive Order 13513                      2 CFR §200.67  
DOT Order 3902.10

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

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

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

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

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

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

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

*"This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."*

#### **S. No Obligation by Federal Government**

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

*Applicability:* FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

*"The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."*

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

Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

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

*"The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."*

## **Section 16. Rating Criteria**

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

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

### **Evaluation:**

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

### **Scope of Work/Fee Proposal:**

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

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

**Section 17. Submission Requirements**

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

Additionally, Respondent must monitor the Jefferson County Purchasing Department Website to see if addenda or additional instructions have been posted. Failure to return all required forms could result in a response being declared as non-responsive.

**Responses shall be mailed or delivered to:**

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

**All submissions must be received by 11:00 am CT, Wednesday, July 28, 2021.**

Jefferson County will not accept any submissions received after the stated time and date and shall return such submissions unopened to the Respondent.

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

**Submissions shall be tightly sealed in an opaque envelope or box and plainly marked with the RFQ Number, RFQ Name, RFQ Due Date, and the Respondent's Name and Address; and shall be addressed to the Purchasing Agent.**

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

Submissions will be opened publicly in a manner to avoid public disclosure of contents, however only the names of Respondents will be read aloud.

**DEADLINE FOR QUESTIONS:**

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

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

**Please direct all questions to Jamey West, Assistant Purchasing Agent via email at: [jwest@co.jefferson.tx.us](mailto:jwest@co.jefferson.tx.us)**

Questions regarding the scope of work must be directed to Jamey West in order to keep an accurate record of communication among all parties.

**Courthouse Security:**

All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver bids must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal. Mondays and Tuesdays are particularly heavy days.

In response to the Covid-19 pandemic, Jefferson County has implemented precautionary measures recommended by the CDC within its facilities.

Respondents are strongly urged to plan accordingly.

**County Holidays – 2021:**

|                        |                  |                   |
|------------------------|------------------|-------------------|
| July 5, 2021           | Independence Day | Monday            |
| September 6, 2021      | Labor Day        | Monday            |
| November 11, 2021      | Veteran's Day    | Thursday          |
| November 25 & 26, 2021 | Thanksgiving     | Thursday & Friday |
| December 23 & 24, 2021 | Christmas        | Thursday & Friday |
| December 31, 2021      | New Year's       | Friday            |

**Submissions During Time of Inclement Weather, Disaster, or Emergency:**

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

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

### VENDOR REFERENCES

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

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

**REFERENCE ONE**

Government/Company Name: Tyler County

Address: 100 West Bluff, Woodville, Texas 75979

Contact Person and Title: Commissioner Stevan Sturrock

Phone: 409-283-2141 Fax: \_\_\_\_\_

Email Address: sturrock@co.tyler.tx.us Contract Period: 2019 - present

Scope of Work: Rehabilitation/restoration of Tyler County Courthouse

**REFERENCE TWO**

Government/Company Name: Hardin County

Address: 300 W. Monroe, Kountze, Texas 77625

Contact Person and Title: Mr. Wayne McDaniel, County Judge

Phone: 409-246-5120 Fax: \_\_\_\_\_

Email Address: wayne.mcdaniel@co.hardin.tx.us Contract Period: presently

Scope of Work: Design of a FEMA P-361 Hurricane Safe Room

**REFERENCE THREE**

Government/Company Name: Port of Beaumont

Address: 1225 Main St, Beaumont, Texas 77701

Contact Person and Title: Mr. Brandon Bergeron, Director of Engineering

Phone: 409-835-5367 Fax: \_\_\_\_\_

Email Address: bmb@pobtx.com Contract Period: presently

Scope of Work: Design and construction management for the Security Access Control Center at POB - Orange Terminal

**Respondent: Complete & Return this Form with Qualifications Submission.**

## CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

Dohn H. LaBiche, FAIA - Principal

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

7/29/21  
\_\_\_\_\_  
**Date**

**Respondent: Complete & Return this Form with Qualifications Submission.**

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

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

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

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



### House Bill 89 Verification

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

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

Pursuant to Section 2270.001, Texas Government Code:

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

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

[Signature]  
Signature of Company Representative

Date

7/26/21

On this 26<sup>th</sup> day of July, 2021, personally appeared

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

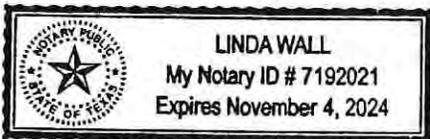
Notary Seal

Linda Wall

Notary Signature

7/26/2021

Date



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

### Senate Bill 252 Certification

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

The LaBiche Architectural Group, Inc  
\_\_\_\_\_  
Company Name

RFQ 21-042/JW  
\_\_\_\_\_  
IFB/RFP/RFQ number

Certification check performed by:

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

\_\_\_\_\_  
Date

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

### SIGNATURE PAGE

By submitting a response to this solicitation, the undersigned certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal/qualifications submission and time of award, the undersigned will notify the Jefferson County Purchasing Agent. Failure to do so may result in terminating a contract for default.

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

The LaBiche Architectural Group, Inc  
Firm (Entity Name)

7999 Gladys Ave, Suite 101  
Street & Mailing Address

Beaumont, Texas 77706  
City, State & Zip

409-860-0197  
Telephone Number

dlabiche@labiche.com  
E-mail Address



Signature

Dohn H. LaBiche, FAIA  
Print Name

7/26/21  
Date Signed

409-860-0198  
Fax Number

**Respondent: Complete & Return this Form with Qualifications Submission.**

### RESPONDENT'S CERTIFICATION

I have carefully examined the Request for Statements of Qualifications, Scope of Services Background, and any other documents accompanying or made a part of this Request for Qualifications.

I hereby propose to furnish the goods or services specified in the Request for Qualifications. I agree that my proposal will remain firm for a period of up to 120 days in order to allow the County adequate time to evaluate the qualifications submitted.

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

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

The LaBiche Architectural Group, Inc

NAME OF BUSINESS

BY: [Signature]

SIGNATURE

Dohn H. LaBiche, FAIA - Principal

NAME & TITLE, TYPED OR PRINTED

7999 Gladys Ave, Suite 101

MAILING ADDRESS

Beaumont, Texas 77706

CITY, STATE, ZIP CODE

(409)860-0197

TELEPHONE NUMBER

Sworn to and subscribed before me  
this 26<sup>th</sup> day of

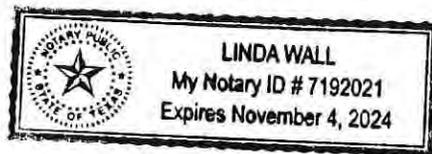
July, 2021

Linda Wall

Notary Public

State of TX

My Commission Expires: 11/4/2024



**Respondent: Return this Form with Qualifications Submission.**



**JEFFERSON COUNTY, TEXAS  
PURCHASING DEPARTMENT**

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

**ADDENDUM TO RFQ**

RFQ Number: RFQ 21-042/JW  
RFQ Title: Professional Engineering/Architectural Services for Rehabilitation and Update of the Jerry Ware General Aviation Terminal and Aircraft Rescue and Fire Fighting Station (ARFF) at the Jack Brooks Regional Airport  
RFQ Due: **11:00 am CT, Wednesday, July 28, 2021**  
Addendum No.: 1  
Issued (Date): July 22, 2021

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

---

**Reason for Issuance of this addendum: Clarifications**

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

---

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

ATTEST:

Witness

Witness

Authorized Signature (Respondent)

Title of Person Signing Above

Typed Name of Business or Individual

Address

Approved by \_\_\_\_\_ Date: \_\_\_\_\_

*[Handwritten Signature]*  
Principal  
The LaBiche Architectural Group  
1999 Gladys Ave Suite 101  
Beaumont, Texas 77706

## Clarifications

---

**Question:** Are you able to provide an estimated budget/value range for this project?

**Answer:** As the County/Airport is requesting Statements of Qualification for this project, an estimated budget/value range is unavailable to potential respondents. Consultant(s) will be selected based on qualifications and experience, with fees determined through negotiations following the evaluation of all responses received.

**Question:** Is there a Bidding Construction Timeline for this project?

**Answer:** The timeline for the awarded Engineering Firm for this RFQ will be to have bids in-hand for the construction phase by April 2022.

# EXHIBIT B

## Entity Information

Status **Active**

Your registration was activated on 2021-01-22. It expires on 2022-01-20 which is one year after you submitted it for processing.

Company Name **LABICHE ARCHITECTURAL GROUP INC, THE**

**DUNS** Unique Entity ID **067344312**



**Core Data**  
Completed



**Assertions**  
Completed



**Reps &  
Certs**  
Completed



**POCs**  
Completed



**Submit**  
Completed



**Processing**  
Completed



**Active**  
Completed

## More About

[Getting Started with Registration](#)

[Entity Status Guide](#)

[Legend](#)

[What if my entity fails TIN validation?](#)

[What if my entity fails CAGE validation?](#)

[Help?](#)

6/15/2022  
 ONLST

# LABICHE ARCHITECTURAL GROUP INC, THE

|   |   |  |
|---|---|--|
| Unique Entity ID<br><b>GY2LNR3A28K6</b>   | CAGE / NCAGE<br><b>4RWN6</b>  | Purpose of Registration<br><b>All Awards</b> |
| Registration Status<br><b>Active Registration</b>   | Expiration Date<br><b>Jan 5, 2023</b>   |  |
| Physical Address<br><b>7999 Gladys AVE # 101<br/>Beaumont, Texas 77706-3252<br/>United States</b> | Mailing Address<br><b>7999 Gladys AVE., #101<br/>Beaumont, Texas 77706-3109<br/>United States</b> |  |

## Business Information

|   |  |                                   |
|---|--|-----------------------------------|
| Doing Business as<br><b>(blank)</b>       | Division Name<br><b>(blank)</b>                                  | Division Number<br><b>(blank)</b> |
| Congressional District<br><b>Texas 14</b> | State / Country of Incorporation<br><b>Texas / United States</b> | URL<br><b>www.labiche.com</b>     |

### Registration Dates

|                                       |                                       |  |
|---------------------------------------|---------------------------------------|--|
| Activation Date<br><b>Jan 7, 2022</b> | Submission Date<br><b>Jan 5, 2022</b> | Initial Registration Date<br><b>May 24, 2007</b> |
|---------------------------------------|---------------------------------------|--|

### Entity Dates

|   |   |
|---|---|
| Entity Start Date<br><b>Mar 1, 2000</b> | Fiscal Year End Close Date<br><b>Dec 31</b> |
|---|---|

### Immediate Owner

|                        |                                       |
|------------------------|---------------------------------------|
| CAGE<br><b>(blank)</b> | Legal Business Name<br><b>(blank)</b> |
|------------------------|---------------------------------------|

### Highest Level Owner

|                        |                                       |
|------------------------|---------------------------------------|
| CAGE<br><b>(blank)</b> | Legal Business Name<br><b>(blank)</b> |
|------------------------|---------------------------------------|

### Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

### Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

## Exclusion Summary

Active Exclusions Records?

No

## SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

## Entity Types

### Business Types

|  |  |   |
|--|--|---|
| Entity Structure<br><b>Other</b>                   | Entity Type<br><b>Business or Organization</b> | Organization Factors<br><b>Subchapter S Corporation</b> |
| Profit Structure<br><b>For Profit Organization</b> |  |   |

Self Certified Small Disadvantaged Business

Check the registrant's Reqs & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

**Financial Information**

|   |                                     |
|---|-------------------------------------|
| Accepts Credit Card Payments<br><b>No</b> | Debt Subject To Offset<br><b>No</b> |
| EFT Indicator<br><b>0000</b>              | CAGE Code<br><b>4RWN6</b>           |

**Points of Contact****Electronic Business**

|                                |  |
|--------------------------------|--|
| ☺<br>DOHN H LaBiche, President | 7999 Gladys AVE., #101<br>Beaumont, Texas 77706<br>United States |
| Angie LaBiche                  | 7999 Gladys AVE., #101<br>Beaumont, Texas 77706<br>United States |

**Government Business**

|                                |  |
|--------------------------------|--|
| ☺<br>DOHN H LaBiche, President | 7999 Gladys AVE., #101<br>Beaumont, Texas 77706<br>United States |
| DOHN H. LABICHE, AIA LaBiche   | 7999 Gladys AVE., #101<br>Beaumont, Texas 77706<br>United States |

**Past Performance**

|   |  |
|---|--|
| ☺<br>DOHN H. LABICHE, AIA LaBiche         | 7999 Gladys AVE., #101<br>Beaumont, Texas 77706<br>United States |
| Jeanne E Carter, Accounting Administrator | 7999<br>Beaumont, Texas 77706<br>United States                   |

**Service Classifications****NAICS Codes**

| Primary | NAICS Codes | NAICS Title            |
|---------|-------------|------------------------|
| Yes     | 541310      | Architectural Services |

**Disaster Response**

This entity does not appear in the disaster response registry.

**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 The LaBiche Architectural Group, Inc.  
 Beaumont, TX United States

**Certificate Number:**  
 2021-783370

**Date Filed:**  
 07/27/2021

**Date Acknowledged:**  
 6/15/2022 *West*

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
 City of Beaumont

**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.**  
 RFQ-21-042/JW  
 Architectural Services for Rehabilitation and Update of the Jerry Ware General Aviation Terminal and Aircraft Rescue and Fire Fighting Station at the Jack Brooks Regional Airport

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) |              |
|---|--------------------------|--|---------------------------------------|--------------|
|   |                          |  | Controlling                           | Intermediary |
|   | City of Beaumont         | Beaumont, TX United States               | X                                     |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

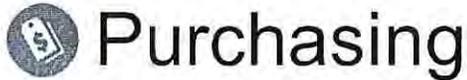
My name is John H LaBiche, FAIA, and my date of birth is 9/24/1959

My address is 7999 Gladys Ave, #101 Beaumont TX 77706 US  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Jefferson County, State of Texas, on the 27 day of July, 2021.  
(month) (year)

  
 \_\_\_\_\_  
 Signature of authorized agent of contracting business entity (Declarant)

Glenn Hegar  
Texas Comptroller of Public Accounts

## Divestment Statute Lists

The Comptroller provides the following divestment lists in connection with Tex. Govt. Code 808.051 (HB 89, 85th R.S.), Tex. Govt. Code 2252.153 (SB 252, 85th R.S.), and Tex. Govt. Code 2270.0209 (SB 253, 85th R.S.), and for compliance with contracting requirements referenced in Tex. Govt. Code 2252.152 (SB 252, 85th R.S.) and Tex. Govt. Code 2270.002 (HB 89, 85th R.S.).

- Companies that Boycott Israel [[comptroller.texas.gov/purchasing/docs/anti-bds.pdf](https://comptroller.texas.gov/purchasing/docs/anti-bds.pdf)] — *Updated September 2021*
- Scrutinized Companies with ties to Sudan [[comptroller.texas.gov/purchasing/docs/sudan-list.pdf](https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf)] — *Updated November 30, 2021*
- Scrutinized Companies with ties to Iran [[comptroller.texas.gov/purchasing/docs/iran-list.pdf](https://comptroller.texas.gov/purchasing/docs/iran-list.pdf)] — *Updated November 30, 2021*
- Designated Foreign Terrorist Organizations [[comptroller.texas.gov/purchasing/docs/foreign-terrorist.xlsx](https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.xlsx)] — *Updated June 2022*
- Scrutinized Companies with ties to Foreign Terrorist Organizations [[comptroller.texas.gov/purchasing/docs/fto-list.xlsx](https://comptroller.texas.gov/purchasing/docs/fto-list.xlsx)] — *Updated June 2022*
- FAQ for Investing Entities [[comptroller.texas.gov/purchasing/docs/SB-253-guidance.pdf](https://comptroller.texas.gov/purchasing/docs/SB-253-guidance.pdf)]

**List of Companies that Boycott Israel  
Pursuant to Texas Government Code Chapter 808**

| <b>COMPANY NAME</b>   | <b>ISSUER ID</b>                          | <b>ISIN</b>                  |
|---|---|------------------------------|
| ASN BANK NV   | ID0000000002407715                        | US0814651065                 |
| BEN & JERRY'S HOMEMADE, INC.<br>BETSAH INVEST SA<br>CACTUS SA         |   |                              |
| CO-OPERATIVE GROUP LIMITED  | IID000000002241186                        | GB00BFXWHQ29                 |
| DNB BANK ASA  | IID000000002246697                        | NO0010161896                 |
| GULOGUZ DIS DEPOSU TICARET VE PAZARLAMA LTD<br>KARSTEN FARMS          |   |                              |
| KLP KAPITALFORVALTNING AS   |   |                              |
| KOMMUNAL LANDSPENSJONSKASSE GJENSIDIG FORSIKRINGSSKAP<br>UNILEVER PLC | IID000000002228977<br>IID0000000002137159 | XS1217882171<br>GB00B10RZP78 |

*Updated September 2021*

## **2021 List of Companies Engaging in Scrutinized Business Operations in Sudan Chapter 2270 of the Texas Government Code**

The United States government determination regarding Sudan as a State Sponsor of Terrorism was rescinded, effective December 14, 2020. Further, the United States government revoked the major components of all economic sanctions against Sudan and the Government of Sudan, effective October 12, 2017.

However, these changes do not authorize transactions that are prohibited under the U.S. Darfur Sanctions Regulations or related executive orders. Accordingly, the Comptroller's office will continue monitoring for companies that meet the Texas statutory definition of a scrutinized company in relation to Sudan.

*Updated November 2021*

**2021 List of Companies Engaging in Scrutinized Business Operations in Iran  
Chapter 2270 of the Texas Government Code**

| <b>COMPANY NAME</b>                         | <b>ISIN</b>  |
|---|--------------|
| AFRY AB F/K/A AF POYRY AB                   | SE0005999836 |
| BEIQI FOTON MOTOR CO, LIMITED               | CNE000000WC6 |
| BHARAT PETROLEUM CORPORATION LIMITED        | INE029A01011 |
| CHINA RAILWAY GROUP LIMITED                 | CNE100000866 |
| GLENCORE PLC                                | JE00B4T3BW64 |
| HINDUSTAN PETROLEUM CORPORATION LIMITED     | INE094A01015 |
| HYUNDAI MOTOR COMPANY                       | KR7005380001 |
| INDIAN OIL CORPORATION LIMITED              | INE242A01010 |
| JINDAL STEEL & POWER LIMITED                | INE749A01030 |
| LLOYDS BANKING GROUP PLC                    | GB0008706128 |
| MAN SE                                      | DE0005937007 |
| MANGALORE REFINERY & PETROCHEMICALS LIMITED | INE103A01014 |
| NORINCO INTERNATIONAL COOPERATION LIMITED   | CNE000000VZ9 |
| OIL & NATURAL GAS CORPORATION LIMITED       | INE213A01029 |
| RENAULT SA                                  | FR0000131906 |
| SINOPEC ENGINEERING (GROUP) CO, LTD         | CNE100001NV2 |
| TELECOM ITALIA SPA                          | IT0003497168 |
| VODAFONE GROUP PLC                          | GB00BH4HKS39 |
| ZHEJIANG SHIBAO CO., LTD.                   | CNE100001MJ9 |

*Updated November 2021*

**List prepared pursuant to chapter 2270 of the Texas Government Code**

**Designated Foreign Terrorist Organizations**

Source - United States Department of State  
<https://state.gov/foreign-terrorist-organizations/>

*Updated June 2022*

**Organization Name**

Abu Sayyaf Group (ASG)  
HAMAS  
Harakat ul-Mujahidin (HUM)  
Hizballah  
Kurdistan Workers Party (PKK, aka Kongra-Gel)  
Liberation Tigers of Tamil Eelam (LTTE)  
National Liberation Army (ELN)  
Palestine Liberation Front (PLF)  
Palestine Islamic Jihad (PIJ)  
Popular Front for the Liberation of Palestine (PFLP)  
PFLP-General Command (PFLP-GC)  
Revolutionary People's Liberation Party/Front (DHKP/C)  
Shining Path (SL)  
al-Qa'ida (AQ)  
Islamic Movement of Uzbekistan (IMU)  
Real Irish Republican Army (RIRA)  
Jaish-e-Mohammed (JEM)  
Lashkar-e Tayyiba (LeT)  
Al-Aqsa Martyrs Brigade (AAMB)  
Asbat al-Ansar (AAA)  
al-Qaida in the Islamic Maghreb (AQIM)  
Communist Party of the Philippines/New People's Army (CPP/NPA)  
Jemaah Islamiya (JI)  
Lashkar i Jhangvi (LJ)  
Ansar al-Islam (AAI)  
Continuity Irish Republican Army (CIRA)  
Islamic State of Iraq and the Levant (formerly al-Qa'ida in Iraq)  
Islamic Jihad Union (IJU)  
Harakat ul-Jihad-i-Islami/Bangladesh (HUJI-B)  
al-Shabaab  
Revolutionary Struggle (RS)  
Kata'ib Hizballah (KH)  
al-Qa'ida in the Arabian Peninsula (AQAP)  
Harakat ul-Jihad-i-Islami (HUJI)  
Tehrik-e Taliban Pakistan (TTP)

Jaysh al-Adl (formerly Jundallah)  
Army of Islam (AOI)  
Indian Mujahedeen (IM)  
Jemaah Anshorut Tauhid (JAT)  
Abdallah Azzam Brigades (AAB)  
Haqqani Network (HQN)  
Ansar al-Dine (AAD)  
Boko Haram  
Ansaru  
al-Mulathamun Battalion (AMB)  
Ansar al-Shari'a in Benghazi  
Ansar al-Shari'a in Darnah  
Ansar al-Shari'a in Tunisia  
ISIL Sinai Province (formerly Ansar Bayt al-Maqdis)  
al-Nusrah Front  
Jaysh Rijal al-Tariq al Naqshabandi (JRTN)  
Islamic State's Khorasan Province (ISIS-K)  
Islamic State of Iraq and the Levant's Branch in Libya (ISIL-Libya)  
Al-Qa'ida in the Indian Subcontinent  
Hizbul Mujahideen (HM)  
ISIS-Bangladesh  
ISIS-Philippines  
ISIS-West Africa  
ISIS-Greater Sahara  
al-Ashtar Brigades (AAB)  
Jama'at Nusrat al-Islam wal-Muslimin (JNIM)  
Islamic Revolutionary Guard Corps (IRGC)  
Asa'ib Ahl al-Haq (AAH)  
Harakat Sawa'd Misr (HASM)  
ISIS-DRC  
ISIS-Mozambique  
Segunda Marquetalia  
Revolutionary Armed Forces of Colombia – People's Army (FARC-EP)

**List prepared pursuant to chapter 2270 of the Texas Government Code  
Companies Engaging in Scrutinized Business Operations With a Designated  
Foreign Terrorist Organization**

*Updated June 2022*

**Company Name**  
No companies identified







EXHIBIT C: PAGE C.1

The LaBiche  
ARCHITECTURAL GROUP, INC.

# EXHIBIT C

## HOURLY RATE SCHEDULE

| <u>PERSONNEL</u>              | <u>HOURLY RATE*</u> |
|-------------------------------|---------------------|
| Principal                     | 150.00              |
| Senior Project Architect      | 125.00              |
| Project Architect             | 100.00              |
| Intern Architect II           | 95.00               |
| Draftsman                     | 60.00               |
| Interior Finish Consultant II | 85.00               |
| Secretarial                   | 50.00               |

\*The rates for services of the Architect as set forth in this Agreement shall be adjusted in accordance with their normal salary review practices.

*The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas.*

Texas Board of Architectural Examiners  
P.O. Box 12337  
Austin, TX 78711-2337  
Telephone: (512) 305-9000 / Fax: (512) 305-8900



**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah Clark, Purchasing Agent*

---

1149 Pearl Street, Beaumont, TX 77701 Phone: 409-835-8593 Fax: 409-835-8456

**MEMORANDUM**

To: Commissioners' Court

From: Deborah Clark  
Purchasing Agent

A handwritten signature in cursive script, appearing to be "dc", is written over a horizontal line.

Date: June 15, 2022

Re: Disposal of Salvage Property

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

Thank you.

JEFFERSON COUNTY, TEXAS  
 1149 PEARL STREET  
 BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY

June 21, 2022

| DEPARTMENT                              | DESCRIPTION OF PROPERTY     | SERIAL NO. | ASSET NO. |
|---|-----------------------------|------------|-----------|
| AGRICULTURE                             | HP PORTABLE DESKJET PRINTER |            | 23696     |
| <i>contact person: Jennifer Coleman</i> |                             |            |           |
| DRUG COURT                              | ORANGE CHAIR                |            |           |
| DRUG COURT                              | FABRIC UPRIGHT CHAIR        |            |           |
| DRUG COURT                              | MAHOGANY LEATHER CHAIR      |            |           |
| DRUG COURT                              | WOODEN CART                 |            |           |
| <i>contact person: Charlie Anderson</i> |                             |            |           |
| FAMILY LAW-DISTRICT CLERK               | (2) BLUE DESK CHAIRS        |            |           |
| FAMILY LAW-DISTRICT CLERK               | (2) BLACK DESK CHAIRS       |            |           |
| <i>contact person: Raquel Diaz</i>      |                             |            |           |

Approved by Commissioners' Court: \_\_\_\_\_



**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah Clark, Purchasing Agent*

---

1149 Pearl Street, Beaumont, TX 77701 Phone: 409-835-8593 Fax: 409-835-8456

**MEMORANDUM**

To: Commissioners' Court

From: Deborah Clark  
Purchasing Agent 

Date: June 15, 2022

Re: Disposal of Scrap Property

Consider and possibly approve disposal of scrap property. Scrap property to be transported to a metal salvage company and there sold for such price as it may command and return funds to the County.

Thank you.

JEFFERSON COUNTY, TEXAS  
 1149 PEARL STREET  
 BEAUMONT, TX 77701

DISPOSAL OF SCRAP MATERIALS

June 21, 2022

| DEPARTMENT                          | DESCRIPTION OF PROPERTY           | VIN | ASSET NO. |
|-------------------------------------|-----------------------------------|-----|-----------|
| COUNTY JUDGE                        | (4) 4-DRAWER LETTER FILE CABINETS |     |           |
| <i>contact person: Sylvia Moore</i> |                                   |     |           |
| DISTRICT ATTORNEY                   | BLACK FILE CABINET                |     | 17554     |
| DISTRICT ATTORNEY                   | BLACK FILE CABINET                |     | 17544     |
| DISTRICT ATTORNEY                   | BLACK FILE CABINET                |     | 17543     |
| <i>contact person: Sylvia Moore</i> |                                   |     |           |

Approved by Commissioners' Court: \_\_\_\_\_

**Jefferson County  
Precinct #3**

# Memo

To: Fran Lee - Auditing  
From: Kimberly Doyle  
CC: Commissioner Sinegal  
Date: June 13, 2022  
Re: Budget Transfer

Please transfer from the following accounts in to our Diesel account #113-0305-431-3034

Employee Insurance 113-0301-431-2003 \$8,000.00

Employee Insurance 113-0301-431-2003 \$12,000.00

Totaling = \$20,000.00

If you have any questions please give me a call (409) 736-2851

Thank You

  
Kimberly Doyle  
Precinct #3

**CHRISTOPHER L. BATES**  
CONSTABLE PCT. 2  
JEFFERSON COUNTY



525 LAKESHORE DRIVE  
SUB-COURTHOUSE  
PORT ARTHUR, TEXAS 77640  
PHONE: 409-983-8335  
FAX: 409-983-8320

Auditing,

I, Constable Christopher Bates, would like to request a budget transfer from Extra Help line item. I request \$5000.00 from Extra Help to be moved: \$3000.00 to Minor Equipment line item and \$2000.00 to Clothing line item. This transfer is needed to get clothing and equipment for a new deputy, per the Deputy Constable's Union Contract. Please add this to the Commissioner's Court Agenda 6-21-22. Thank You.

  
Constable Christopher Bates



**JEFFERSON COUNTY JUVENILE PROBATION DEPARTMENT  
MINNIE ROGERS JUVENILE JUSTICE CENTER**

---

5326 Hwy 69 South  
Beaumont, TX 77705  
Ph: (409) 722-7474  
Fx: (409) 726-2896

**Edward J. Cockrell, Sr.,  
Chief Probation Officer**

900 Fourth Street  
Port Arthur, TX 77640  
Ph: (409) 983-8370  
Fx: (409) 983-8348

**MEMORANDUM**

To: Fran Lee  
Auditor's Office

From: Edward J. Cockrell, Sr  
Chief Juvenile Probation Officer

Date: June 13, 2022

Re: **Budget Transfer**

I am requesting the following budget transfer from line item **120-3064**:

|       |  |                       |             |
|-------|--|-----------------------|-------------|
| To:   | 120-306 <sup>4</sup> <del>3</del> -424.40-09 | Buildings and Grounds | \$20,000.00 |
| From: | 120-306 <sup>4</sup> <del>3</del> -424.10-02 | Assistants and Clerks | \$20,000.00 |

Note: The transfer request is due to unforeseen expenses including a City of Beaumont Inspection change requiring additional repairs.

---

---

MEMORANDUM

---

---

**TO:** COMMISSIONERS COURT  
**FROM:** FRAN LEE  
**SUBJECT:** BUDGET TRANSFER  
**DATE:** JUNE 15, 2022

---

The following budget transfer for Port Arthur Maintenance is necessary for cost increase on elevator rehab.

|                   |                                  |       |
|-------------------|----------------------------------|-------|
| 120-6084-416-6014 | Capital – Buildings & Structures | \$100 |
| 120-6084-416-5077 | Contractual Services             | \$100 |

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**MEMORANDUM**

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**TO:** COMMISSIONERS COURT  
**FROM:** FRAN LEE  
**SUBJECT:** BUDGET AMENDMENT  
**DATE:** JUNE 15, 2022

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The following budget amendment for Contingency is necessary for return of budget funds due to receipt of insurance proceeds of Road & Bridge Pct 3 wrecked vehicle that is being replaced.

|                   |                   |          |          |
|-------------------|-------------------|----------|----------|
| 120-9999-415-9999 | Contingency       | \$45,618 |          |
| 113-0309-431-6042 | Trucks & Trailers |          | \$45,618 |

**JEFFERSON COUNTY**

215 FRANKLIN STREET, SUITE 202  
BEAUMONT, TEXAS 77701



**RISK MANAGEMENT**

PHONE: (409) 835-8672  
FAX: (409) 835-8634

Date: May 26, 2022  
To: Fran Lee  
From: Kristen Hancock  
Subject: Jefferson County Fleet Accident Property Damage Payment  
Insured: William Osburn, Progressive, CL # 218892828  
Claimant: Jefferson County, Road & Bridge, Pct. 3, James Morgan (Driver),  
DOA 11/22/2021

The attached check from Progressive, check # 2043619583, in the amount of \$45, 618.69 is payment for the total loss of a 2018 Ford F250 pickup, VIN # 1FT7W2BT9JEB3813, that was damaged in an auto accident with their insured.

Please contact me if you need more information, have any questions, or if I can be of further assistance.

113-0309-431-6042  
MI 1332  
JML  
5/26/22

Thank you,

Kristen Hancock  
Risk Management Analyst  
409-839-2380

Progressive  
PO Box 2930  
Clinton, IA 52733-2930



512516 14063 1 AB 0.461 CMBPI01M 050 014063

Page 1 of 1

JEFFERSON COUNTY  
215 FRANKLIN ST STE 202  
BEAUMONT, TX 77701-3647



| ADVICE FOR PAYMENT 2043619583   |                          |             |
|---|--------------------------|-------------|
| Payee:<br>JEFFERSON COUNTY  | Payment Date             | 05/17/2022  |
|   | Total Payment Amount     | \$45,618.69 |
|   | Total Number of Invoices | 1           |
| If you have any questions regarding this payment, please call us at 1-800-274-4499. |                          |             |

| Details       |                             |               |                 |   |               |            |                |
|---------------|-----------------------------|---------------|-----------------|---|---------------|------------|----------------|
| Claim Number: | Name:                       | Date of Loss: | Invoice Number: | Company:                                    |               |            |                |
| 218892828     | JEFFERSON COUNTY,           | 11/22/2021    | 97058088        | Progressive County Mutual Insurance Company |               |            |                |
| Type          | Description                 | *Coverage     | Reference       | Identifier                                  | Service Dates | Deductible | Payment Amount |
| Total Loss    | Progressive Obtains Salvage | PD            | N/A             | 18 FORD F250 B73813                         | N/A           | \$0.00     | \$45,618.69    |

|                      |             |
|----------------------|-------------|
| Total Payment Amount | \$45,618.69 |
|----------------------|-------------|

\*Full Description of Coverage:  
PD - Property Damage Liability

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MAY 25 2022

1971

FA100I01

JEFFERSON COUNTY-FIXED ASSETS SYSTEM  
Display Asset

5/26/22  
15:17:13

Asset number . . . . . : 36225  
Asset description . . . : 2018 FORD F250 TRUCK (UNIT B-18)

Serial number . . . . . : 1FT7W2BT9JEB73813

Tag/Ref#. . . . . : 36225

Status code . . . . . : A ACTIVE

Asset type . . . . . : 404 TRUCKS AND VANS

Sub type . . . . . :

Capital \*

Manufacturer code . . . . :

Commodity code . . . . . :

Acquisition date . . . . : 04232018

Acquisition method . . . : GO GENERAL OPERATING PURCHAS

Purchase order number . . : 070877

Condition new/used . . . : N NEW

Location code . . . . . : 113 ROAD AND BRIDGE PCT. # 3

Asset classification . . . : G G=Governmental, P=Proprietary

Depreciable . . . . . : N Y=Yes, N=No

Calculation type . . . . : P P=Purchase cost, C=Capitalized cost

F3=Exit F12=Cancel

1971

PROGRESSIVE  
PO BOX 2930  
CLINTON, IA 52733-2930

334

**PROGRESSIVE**<sup>®</sup>

JEFFERSON COUNTY  
215 FRANKLIN ST STE 202  
BEAUMONT, TX 77701-3647

DRAFT NUMBER: 2043619583

AMOUNT:

\$\*\*\*\*\*45,618.69

ISSUE DATE: May 17, 2022

Form 2721 (06/15)

RECEIVED

MAY 25 2022

KEEP THIS TOP PORTION FOR YOUR RECORDS

1971

Jefferson County Courthouse  
1149 Pearl St., 4<sup>th</sup> Floor  
Beaumont, Texas 77701



Office (409) 835-8442  
Fax (409) 835-8628  
vernon.pierce@jeffcotx.us

**Vernon Pierce**  
Jefferson County  
Commissioner Pct. #1

**MEMORANDUM**

**TO:** Fran Lee, Auditing  
**FROM:** Ann Shorts, Pct. #1 Road and Bridge  
**DATE:** 06-15-22  
**RE:** Funds Transfer

|                         |                    |                  |            |            |
|-------------------------|--------------------|------------------|------------|------------|
| Transfer to<br>Acct. #  | 111-0102-431.50-53 | Rental Equipment | \$ 45,000. |            |
| Transfer to<br>Acct. #  | 111-0105-431.30-34 | Diesel Fuel      | \$ 10,000. |            |
| Transfer to<br>Acct. #  | 111-0105-431.30-37 | Gasoline         | \$ 5,000.  |            |
| Transfer<br>from Acct.# | 111-0102-431.30-01 | Asphalt          |            | \$ 60,000. |
|                         |                    |                  |            |            |

This transfer request is to cover Rental Equipment and the increase in Fuel prices.

Thank you,

Pct. #1 Road and Bridge

| NAME                                | AMOUNT     | CHECK NO. | TOTAL        |
|-------------------------------------|------------|-----------|--------------|
| <b>JURY FUND</b>                    |            |           |              |
| DAWN DONUTS                         | 58.50      | 496244    |              |
| CHAPMAN VENDING                     | 233.31     | 496271    | 291.81**     |
| <b>ROAD &amp; BRIDGE PCT.#1</b>     |            |           |              |
| ENTERGY                             | 764.21     | 496136    |              |
| M&D SUPPLY                          | 234.32     | 496147    |              |
| VULCAN MATERIALS CO.                | 124,761.70 | 496170    |              |
| UNDERGROUND INC.                    | 312.89     | 496195    |              |
| LD CONSTRUCTION                     | 476.46     | 496214    |              |
| GULF COAST                          | 1,534.50   | 496264    |              |
| MUNRO'S UNIFORM SERVICES, LLC       | 55.70      | 496286    | 128,139.78** |
| <b>ROAD &amp; BRIDGE PCT.#2</b>     |            |           |              |
| BETA TECHNOLOGY                     | 497.35     | 496116    |              |
| S.E. TEXAS BUILDING SERVICE         | 346.66     | 496162    |              |
| PATHMARK TRAFFIC EQUIPMENT, LLC     | 2,487.50   | 496280    |              |
| MUNRO'S UNIFORM SERVICES, LLC       | 20.00      | 496286    | 3,351.51**   |
| <b>ROAD &amp; BRIDGE PCT. # 3</b>   |            |           |              |
| CERTIFIED LABORATORIES              | 944.95     | 496118    |              |
| CITY OF PORT ARTHUR - WATER DEPT.   | 53.01      | 496119    |              |
| RB EVERETT & COMPANY, INC.          | 244.56     | 496127    |              |
| FARM & HOME SUPPLY                  | 38.67      | 496129    |              |
| RITTER @ HOME                       | 64.99      | 496156    |              |
| VULCAN MATERIALS CO.                | 67,278.06  | 496170    |              |
| SOUTHERN TIRE MART, LLC             | 175.40     | 496173    |              |
| HOWARD'S AUTO SUPPLY                | 10.16      | 496176    |              |
| TEXAS GAS SERVICE                   | 170.52     | 496193    |              |
| CENTERPOINT ENERGY RESOURCES CORP   | 48.49      | 496202    |              |
| WINDSTREAM                          | 48.00      | 496204    |              |
| A-1 MAIDA FENCE COMPANY             | 160.00     | 496240    |              |
| ODP BUSINESS SOLUTIONS, LLC         | 71.61      | 496284    |              |
| MUNRO'S UNIFORM SERVICES, LLC       | 48.30      | 496286    | 69,356.72**  |
| <b>ROAD &amp; BRIDGE PCT.#4</b>     |            |           |              |
| SPIDLE & SPIDLE                     | 7,364.72   | 496112    |              |
| COASTAL WELDING SUPPLY              | 74.40      | 496120    |              |
| DYNAMIC POWER SYSTEM, INC.          | 11.72      | 496124    |              |
| BEAUMONT ENTERPRISE                 | 195.00     | 496125    |              |
| HARTMANN BLDG. SPECIALITIES         | 62.90      | 496138    |              |
| M&D SUPPLY                          | 87.18      | 496147    |              |
| SMART'S TRUCK & TRAILER, INC.       | 466.14     | 496161    |              |
| SOUTHEAST TEXAS WATER               | 93.70      | 496163    |              |
| AT&T                                | 82.14      | 496165    |              |
| LD CONSTRUCTION                     | 171.55     | 496214    |              |
| INTERSTATE ALL BATTERY CENTER - BMT | 263.90     | 496215    |              |
| SOUTHEAST TEXAS PARTS AND EQUIPMENT | 95.68      | 496236    |              |
| TRANSIT & LEVEL CLINIC LLC          | 250.00     | 496247    |              |
| O'REILLY AUTO PARTS                 | 167.26     | 496259    |              |
| GULF COAST                          | 71.76      | 496264    |              |
| CLUTCH REBUILDERS BY PERSINGER      | 314.00     | 496277    |              |
| MUNRO'S UNIFORM SERVICES, LLC       | 288.54     | 496286    | 10,060.59**  |
| <b>ENGINEERING FUND</b>             |            |           |              |
| VERIZON WIRELESS                    | 207.73     | 496181    |              |
| CANON SOLUTIONS AMERICA INC         | 159.72     | 496231    | 367.45**     |
| <b>PARKS &amp; RECREATION</b>       |            |           |              |
| ENTERGY                             | 2,150.01   | 496136    |              |
| RITTER @ HOME                       | 11.78      | 496156    |              |
| SPRINT WASTE SERVICES LP            | 771.65     | 496237    | 2,933.44**   |
| <b>GENERAL FUND</b>                 |            |           |              |
| <b>TAX OFFICE</b>                   |            |           |              |

| NAME                             | AMOUNT   | CHECK NO. | TOTAL     |
|----------------------------------|----------|-----------|-----------|
| ACE IMAGEWEAR                    | 39.42    | 496159    |           |
| UNITED STATES POSTAL SERVICE     | 780.22   | 496185    |           |
| ODP BUSINESS SOLUTIONS, LLC      | 531.16   | 496284    | 1,350.80* |
| COUNTY HUMAN RESOURCES           |          |           |           |
| UNITED STATES POSTAL SERVICE     | 1.59     | 496185    | 1.59*     |
| AUDITOR'S OFFICE                 |          |           |           |
| CASH ADVANCE ACCOUNT             | 1,104.98 | 496143    |           |
| UNITED STATES POSTAL SERVICE     | 11.24    | 496185    | 1,116.22* |
| COUNTY CLERK                     |          |           |           |
| FED EX                           | 22.47    | 496130    |           |
| UNITED STATES POSTAL SERVICE     | 156.63   | 496185    |           |
| SIERRA SPRING WATER CO. - BT     | 94.84    | 496186    |           |
| US POSTAL SERVICE                | 1,652.00 | 496187    |           |
| ENGINEERING INNOVATION           | 145.92   | 496252    |           |
| FUNCTION 4 LLC                   | 340.00   | 496253    |           |
| ODP BUSINESS SOLUTIONS, LLC      | 355.05   | 496284    | 2,766.91* |
| COUNTY JUDGE                     |          |           |           |
| UNITED STATES POSTAL SERVICE     | 2.28     | 496185    |           |
| US POSTAL SERVICE                | 312.00   | 496188    |           |
| ROCKY LAWDERMILK                 | 500.00   | 496192    |           |
| GREGORY LAW FIRM                 | 500.00   | 496224    |           |
| WILLIAM FORD DISHMAN             | 500.00   | 496234    | 1,814.28* |
| RISK MANAGEMENT                  |          |           |           |
| UNITED STATES POSTAL SERVICE     | 17.22    | 496185    |           |
| ODP BUSINESS SOLUTIONS, LLC      | 31.84    | 496284    | 49.06*    |
| COUNTY TREASURER                 |          |           |           |
| UNITED STATES POSTAL SERVICE     | 166.10   | 496185    |           |
| ODP BUSINESS SOLUTIONS, LLC      | 471.08   | 496284    | 637.18*   |
| PRINTING DEPARTMENT              |          |           |           |
| CINTAS CORPORATION               | 44.70    | 496250    |           |
| BOSWORTH PAPERS                  | 8,834.00 | 496269    | 8,878.70* |
| PURCHASING DEPARTMENT            |          |           |           |
| UNITED STATES POSTAL SERVICE     | 1.89     | 496185    |           |
| ODP BUSINESS SOLUTIONS, LLC      | 21.58    | 496284    | 23.47*    |
| GENERAL SERVICES                 |          |           |           |
| ELECTRICAL SPECIALTIES, INC.     | 25.00    | 496110    |           |
| ADVANCED STAFFING                | 78.00    | 496174    |           |
| LJA ENGINEERING INC              | 1,244.75 | 496225    |           |
| K2 TOWERS III, LLC               | 2,435.00 | 496276    | 3,782.75* |
| DATA PROCESSING                  |          |           |           |
| CDW COMPUTER CENTERS, INC.       | 312.00   | 496177    |           |
| ODP BUSINESS SOLUTIONS, LLC      | 47.40    | 496284    | 359.40*   |
| VOTERS REGISTRATION DEPT         |          |           |           |
| UNITED STATES POSTAL SERVICE     | 288.60   | 496185    | 288.60*   |
| ELECTIONS DEPARTMENT             |          |           |           |
| UNITED STATES POSTAL SERVICE     | 270.30   | 496185    |           |
| SIERRA SPRING WATER CO. - BT     | 8.99     | 496186    |           |
| A. RIFKIN COMPANY                | 280.12   | 496199    |           |
| OFFICE OF THE SECRETARY OF STATE | 825.00   | 496242    |           |

| NAME                                | AMOUNT   | CHECK NO. | TOTAL      |
|-------------------------------------|----------|-----------|------------|
| AT&T MOBILITY                       | 4,153.13 | 496243    |            |
| PV RENTALS LLC                      | 6,724.19 | 496246    |            |
| ZION HILL MISSIONARY BAPTIST CHURCH | 650.00   | 496267    |            |
| ODP BUSINESS SOLUTIONS, LLC         | 34.48    | 496284    |            |
| DISTRICT ATTORNEY                   |          |           | 12,946.21* |
| PAUL ARVIZO                         | 1,236.85 | 496109    |            |
| BRANDON CROWDER                     | 1,236.85 | 496121    |            |
| DELL MARKETING L.P.                 | 4,252.68 | 496123    |            |
| CASH ADVANCE ACCOUNT                | 235.00   | 496143    |            |
| WAYLN G. THOMPSON                   | 1,131.06 | 496168    |            |
| UNITED STATES POSTAL SERVICE        | 156.44   | 496185    |            |
| THOMSON REUTERS-WEST                | 4,192.85 | 496232    |            |
| RAYMOND SHEARER                     | 196.56   | 496256    |            |
| ODP BUSINESS SOLUTIONS, LLC         | 17.88    | 496284    |            |
| DISTRICT CLERK                      |          |           | 12,656.17* |
| UNITED STATES POSTAL SERVICE        | 510.85   | 496185    |            |
| CRIMINAL DISTRICT COURT             |          |           | 510.85*    |
| EDWARD B. GRIPON, M.D., P.A.        | 1,785.00 | 496135    |            |
| UNITED STATES POSTAL SERVICE        | 9.92     | 496185    |            |
| 136TH DISTRICT COURT                |          |           | 1,794.92*  |
| UNITED STATES POSTAL SERVICE        | 3.28     | 496185    |            |
| THOMSON REUTERS-WEST                | 48.54    | 496232    |            |
| ACCO BRANDS DIRECT                  | 51.60    | 496233    |            |
| 172ND DISTRICT COURT                |          |           | 103.42*    |
| CDW COMPUTER CENTERS, INC.          | 33.06    | 496177    |            |
| 252ND DISTRICT COURT                |          |           | 33.06*     |
| MIKE VAN ZANDT                      | 8,750.00 | 496169    |            |
| UNITED STATES POSTAL SERVICE        | 19.29    | 496185    |            |
| SUMMER TANNER                       | 252.00   | 496205    |            |
| M.K. HAMZA, PHD, P.A.               | 1,600.00 | 496228    |            |
| 279TH DISTRICT COURT                |          |           | 10,621.29* |
| CASH ADVANCE ACCOUNT                | 882.82   | 496143    |            |
| MARVA PROVO                         | 1,500.00 | 496154    |            |
| ANITA F. PROVO                      | 357.50   | 496155    |            |
| JOEL WEBB VAZQUEZ                   | 220.00   | 496198    |            |
| TONYA CONNELL TOUPS                 | 550.00   | 496209    |            |
| THOMSON REUTERS-WEST                | 57.00    | 496232    |            |
| WILLIAM FORD DISHMAN                | 385.00   | 496234    |            |
| MATUSKA LAW FIRM                    | 220.00   | 496238    |            |
| SHELANDER LAW OFFICE                | 880.00   | 496272    |            |
| 317TH DISTRICT COURT                |          |           | 5,052.32*  |
| KEVIN S. LAINE                      | 325.00   | 496175    |            |
| JOEL WEBB VAZQUEZ                   | 550.00   | 496198    |            |
| ALLEN PARKER                        | 150.00   | 496218    |            |
| MATUSKA LAW FIRM                    | 150.00   | 496238    |            |
| JUSTICE COURT-PCT 1 PL 1            |          |           | 1,175.00*  |
| CASH ADVANCE ACCOUNT                | 222.00   | 496143    |            |
| UNITED STATES POSTAL SERVICE        | 20.40    | 496185    |            |
| JUSTICE COURT-PCT 1 PL 2            |          |           | 242.40*    |
| UNITED STATES POSTAL SERVICE        | 25.16    | 496185    |            |
| JUSTICE COURT-PCT 4                 |          |           | 25.16*     |

| NAME                                | AMOUNT   | CHECK NO. | TOTAL     |
|-------------------------------------|----------|-----------|-----------|
| CASH ADVANCE ACCOUNT                | 1,110.89 | 496143    |           |
| AT&T                                | 82.14    | 496166    |           |
| JUSTICE COURT-PCT 6                 |          |           | 1,193.03* |
| UNITED STATES POSTAL SERVICE        | 40.16    | 496185    |           |
| ODP BUSINESS SOLUTIONS, LLC         | 92.63    | 496284    |           |
| COUNTY COURT AT LAW NO.1            |          |           | 132.79*   |
| UNITED STATES POSTAL SERVICE        | 3.18     | 496185    |           |
| EFFIE ROJO                          | 194.84   | 496248    |           |
| ODP BUSINESS SOLUTIONS, LLC         | 416.18   | 496284    |           |
| COUNTY COURT AT LAW NO. 2           |          |           | 614.20*   |
| JACK LAWRENCE                       | 500.00   | 496113    |           |
| MARVA PROVO                         | 550.00   | 496154    |           |
| CHARLES ROJAS                       | 550.00   | 496179    |           |
| UNITED STATES POSTAL SERVICE        | 5.53     | 496185    |           |
| LAURIE PEROZZO                      | 250.00   | 496216    |           |
| MATUSKA LAW FIRM                    | 1,516.00 | 496238    |           |
| LAW OFFICE OF GILES R COLE & ASSOC  | 1,450.00 | 496270    |           |
| COUNTY COURT AT LAW NO. 3           |          |           | 4,821.53* |
| A. MARK FAGGARD                     | 300.00   | 496128    |           |
| MARVA PROVO                         | 850.00   | 496154    |           |
| UNITED STATES POSTAL SERVICE        | 2.31     | 496185    |           |
| THE WALKER LAW FIRM                 | 400.00   | 496274    |           |
| COURT MASTER                        |          |           | 1,552.31* |
| UNITED STATES POSTAL SERVICE        | 2.12     | 496185    |           |
| BUDDIE J HAHN                       | 1,880.94 | 496265    |           |
| MEDIATION CENTER                    |          |           | 1,883.06* |
| MARKET BASKET                       | 325.81   | 496148    |           |
| UNITED STATES POSTAL SERVICE        | 5.03     | 496185    |           |
| SHERIFF'S DEPARTMENT                |          |           | 330.84*   |
| DALLAS CHILDRENS ADVOCACY CENTER    | 650.00   | 496122    |           |
| FED EX                              | 29.59    | 496131    |           |
| CASH ADVANCE ACCOUNT                | 236.00   | 496143    |           |
| UNITED STATES POSTAL SERVICE        | 1,148.74 | 496185    |           |
| BEAUMONT OCCUPATIONAL SERVICE, INC. | 174.75   | 496189    |           |
| GALLS LLC                           | 180.00   | 496241    |           |
| FANNETT VETERINARY CLINIC           | 424.25   | 496258    |           |
| RWB TOOLS, LLC                      | 80.00    | 496263    |           |
| ODP BUSINESS SOLUTIONS, LLC         | 489.21   | 496284    |           |
| CRIME LABORATORY                    |          |           | 3,412.54* |
| AGILENT TECHNOLOGIES                | 189.80   | 496114    |           |
| FED EX                              | 51.48    | 496132    |           |
| FISHER SCIENTIFIC                   | 139.08   | 496133    |           |
| CASH ADVANCE ACCOUNT                | 2,069.78 | 496143    |           |
| LYNN PEAVEY CO., INC.               | 575.57   | 496146    |           |
| CAYMAN CHEMICAL COMPANY             | 157.00   | 496219    |           |
| EPPENDORF NORTH AMERICA INC         | 924.84   | 496227    |           |
| JAIL - NO. 2                        |          |           | 4,107.55* |
| COASTAL WELDING SUPPLY              | 99.20    | 496120    |           |
| HERTZ CORPORATION                   | 348.20   | 496139    |           |
| JACK BROOKS REGIONAL AIRPORT        | 4,278.64 | 496142    |           |
| JOHNSON SUPPLY                      | 314.40   | 496144    |           |
| SHERWIN-WILLIAMS                    | 977.38   | 496160    |           |
| AT&T                                | 1,390.38 | 496165    |           |
| LOWE'S HOME CENTERS, INC.           | 971.52   | 496191    |           |
| TEXAS GAS SERVICE                   | 695.18   | 496193    |           |

| NAME                                | AMOUNT    | CHECK NO. | TOTAL      |
|-------------------------------------|-----------|-----------|------------|
| INTERCONTINENTAL JET CORP           | 868.25    | 496201    |            |
| WORLD FUEL SERVICES                 | 6,487.30  | 496217    |            |
| WASTEWATER TRANSPORT SERVICES LLC   | 2,233.75  | 496239    |            |
| GALLS LLC                           | 2,472.85  | 496241    |            |
| TEXAS DEPARTMENT OF AGRICULTURE     | 125.00    | 496245    |            |
|                                     |           |           | 21,262.05* |
| JUVENILE PROBATION DEPT.            |           |           |            |
| UNITED STATES POSTAL SERVICE        | 9.23      | 496185    |            |
| CHRISTY HUNTER                      | 26.33     | 496260    |            |
|                                     |           |           | 35.56*     |
| JUVENILE DETENTION HOME             |           |           |            |
| DENNIS COPELAND                     | 207.09    | 496172    |            |
| CHARMTEX INC.                       | 230.70    | 496196    |            |
| BEN E KEITH COMPANY                 | 6,686.63  | 496197    |            |
|                                     |           |           | 7,124.42*  |
| CONSTABLE PCT 1                     |           |           |            |
| UNITED STATES POSTAL SERVICE        | 55.42     | 496185    |            |
| TND WORKWEAR CO LLC                 | 58.95     | 496254    |            |
|                                     |           |           | 114.37*    |
| CONSTABLE-PCT 2                     |           |           |            |
| SILSBEE FORD INC                    | 362.80    | 496235    |            |
|                                     |           |           | 362.80*    |
| CONSTABLE-PCT 4                     |           |           |            |
| AT&T                                | 41.07     | 496165    |            |
|                                     |           |           | 41.07*     |
| CONSTABLE-PCT 6                     |           |           |            |
| UNITED STATES POSTAL SERVICE        | 13.78     | 496185    |            |
| CONSTABLE PCT. 8                    |           |           | 13.78*     |
| ODP BUSINESS SOLUTIONS, LLC         | 69.04     | 496284    |            |
| COUNTY MORGUE                       |           |           | 69.04*     |
| SALAM INTERNATIONAL, INC            | 4,088.59  | 496180    |            |
| FORENSIC MEDICAL                    | 79,920.00 | 496262    |            |
|                                     |           |           | 84,008.59* |
| AGRICULTURE EXTENSION SVC           |           |           |            |
| UNITED STATES POSTAL SERVICE        | 69.61     | 496185    |            |
| DAVID OATES                         | 81.90     | 496249    |            |
| WALMART CAPITAL ONE                 | 192.04    | 496275    |            |
| HALLEE M SEWELL                     | 150.93    | 496278    |            |
| ODP BUSINESS SOLUTIONS, LLC         | 49.99     | 496284    |            |
| DISTRICT 12 TCAAA                   | 300.00    | 496288    |            |
|                                     |           |           | 844.47*    |
| HEALTH AND WELFARE NO. 1            |           |           |            |
| CALVARY MORTUARY                    | 1,500.00  | 496117    |            |
| CLAYBAR HAVEN OF REST               | 1,040.00  | 496183    |            |
| UNITED STATES POSTAL SERVICE        | 75.95     | 496185    |            |
|                                     |           |           | 2,615.95*  |
| CHILD WELFARE UNIT                  |           |           |            |
| BEAUMONT OCCUPATIONAL SERVICE, INC. | 429.10    | 496189    |            |
| J.C. PENNEY'S                       | 100.00    | 496190    |            |
|                                     |           |           | 529.10*    |
| INDIGENT MEDICAL SERVICES           |           |           |            |
| TDS OPERATING INC                   | 253.00    | 496257    |            |
|                                     |           |           | 253.00*    |
| EMERGENCY MANAGEMENT                |           |           |            |
| VERIZON WIRELESS                    | 150.00    | 496182    |            |
|                                     |           |           | 150.00*    |
| MAINTENANCE-BEAUMONT                |           |           |            |

| NAME                                | AMOUNT    | CHECK NO. | TOTAL        |
|-------------------------------------|-----------|-----------|--------------|
| W.W. GRAINGER, INC.                 | 30.16     | 496134    |              |
| MCCOWN PAINT & SUPPLY OF TEXAS      | 286.77    | 496149    |              |
| SANITARY SUPPLY, INC.               | 201.40    | 496157    |              |
| ACE IMAGEWEAR                       | 837.53    | 496159    |              |
| AT&T GLOBAL SERVICES                | 5,475.82  | 496194    |              |
| BADGER DAYLIGHTING CORP             | 2,097.36  | 496285    |              |
| MAINTENANCE-PORT ARTHUR             |           |           | 8,929.04*    |
| ENTERGY                             | 5,936.30  | 496136    |              |
| M&D SUPPLY                          | 99.99     | 496147    |              |
| NOACK LOCKSMITH                     | 6.00      | 496152    |              |
| LOWE'S HOME CENTERS, INC.           | 49.02     | 496191    |              |
| SUMMIT FIRE & SECURITY              | 239.00    | 496273    |              |
| MAINTENANCE-MID COUNTY              |           |           | 6,330.31*    |
| SANITARY SUPPLY, INC.               | 317.73    | 496157    |              |
| SETZER HARDWARE, INC.               | 14.71     | 496158    |              |
| SHERWIN-WILLIAMS                    | 100.95    | 496160    |              |
| S.E. TEXAS BUILDING SERVICE         | 4,341.67  | 496162    |              |
| LOWE'S HOME CENTERS, INC.           | 77.68     | 496191    |              |
| SERVICE CENTER                      |           |           | 4,852.74*    |
| ACTION AUTO GLASS                   | 344.27    | 496111    |              |
| SPIDLE & SPIDLE                     | 33,250.75 | 496112    |              |
| HI-LINE                             | 555.50    | 496140    |              |
| J.K. CHEVROLET CO.                  | 508.47    | 496141    |              |
| M&D SUPPLY                          | 1.32      | 496147    |              |
| THE MUFFLER SHOP                    | 56.00     | 496151    |              |
| PHILPOTT MOTORS, INC.               | 491.55    | 496153    |              |
| TATE & CO., INC.                    | 8,481.37  | 496167    |              |
| BUMPER TO BUMPER                    | 16.43     | 496200    |              |
| AIRPORT GULF TOWING LLC             | 250.00    | 496203    |              |
| ROBERT'S TEXACO XPRESS LUBE         | 42.00     | 496211    |              |
| AMERICAN TIRE DISTRIBUTORS          | 1,134.24  | 496212    |              |
| LIBERTY TIRE RECYCLING LLC          | 448.31    | 496213    |              |
| MIGHTY OF SOUTHEAST TEXAS           | 4,133.76  | 496222    |              |
| ADVANCE AUTO PARTS                  | 72.91     | 496229    |              |
| MUNRO'S UNIFORM SERVICES, LLC       | 324.45    | 496286    |              |
|                                     |           |           | 50,111.33*   |
|                                     |           |           | 271,925.23** |
| MOSQUITO CONTROL FUND               |           |           |              |
| MUNRO'S UNIFORM SERVICES, LLC       | 71.94     | 496286    |              |
|                                     |           |           | 71.94**      |
| LATERAL ROADS -PRECINCT 1           |           |           |              |
| RB EVERETT & COMPANY, INC.          | 15,645.00 | 496127    |              |
|                                     |           |           | 15,645.00**  |
| J.C. FAMILY TREATMENT               |           |           |              |
| BEAUMONT OCCUPATIONAL SERVICE, INC. | 189.95    | 496189    |              |
|                                     |           |           | 189.95**     |
| SECURITY FEE FUND                   |           |           |              |
| ALLIED UNIVERSAL SECURITY SERVICES  | 9,663.96  | 496266    |              |
|                                     |           |           | 9,663.96**   |
| EMPG GRANT                          |           |           |              |
| CARY ERICKSON                       | 1,310.84  | 496126    |              |
| SOUTHEAST TEXAS WATER               | 51.45     | 496164    |              |
| VERIZON WIRELESS                    | 230.35    | 496182    |              |
|                                     |           |           | 1,592.64**   |
| GRANT A STATE AID                   |           |           |              |
| TCSI, LLC                           | 333.07    | 496268    |              |
|                                     |           |           | 333.07**     |
| COMMUNITY SUPERVISION FND           |           |           |              |
| UNITED STATES POSTAL SERVICE        | 89.04     | 496185    |              |
| CHARTER COMMUNICATIONS              | 116.49    | 496281    |              |
|                                     |           |           | 205.53**     |
| LAW OFFICER TRAINING GRT            |           |           |              |

| NAME                                | AMOUNT     | CHECK NO. | TOTAL        |
|-------------------------------------|------------|-----------|--------------|
| GALLS LLC                           | 204.00     | 496241    |              |
| ODP BUSINESS SOLUTIONS, LLC         | 11.49      | 496284    |              |
| COUNTY CLERK - RECORD MGT           |            |           | 215.49**     |
| MANATRON                            | 12,617.25  | 496207    |              |
| HOTEL OCCUPANCY TAX FUND            |            |           | 12,617.25**  |
| UNITED STATES POSTAL SERVICE        | 12.63      | 496185    |              |
| DISH NETWORK                        | 130.70     | 496206    |              |
| CRIME LAB FUNDING CJD               |            |           | 143.33**     |
| FISHER SCIENTIFIC                   | 2,600.90   | 496133    |              |
| WATERS TECHNOLOGIES CORPORATION     | 133,110.16 | 496279    |              |
| AIRPORT FUND                        |            |           | 135,711.06** |
| BEAUMONT TRACTOR COMPANY            | 1,664.00   | 496115    |              |
| ENTERGY                             | 1,187.36   | 496137    |              |
| LOUIS' YAZOO SALES & SERVICE, LLC   | 52.90      | 496145    |              |
| SANITARY SUPPLY, INC.               | 142.05     | 496157    |              |
| BUBBA'S AIR CONDITIONING            | 229.50     | 496171    |              |
| UNITED STATES POSTAL SERVICE        | 1.38       | 496185    |              |
| LOWE'S HOME CENTERS, INC.           | 467.13     | 496191    |              |
| INTERSTATE ALL BATTERY CENTER - BMT | 76.50      | 496215    |              |
| COUNTY HOME AND RANCH LP            | 33.00      | 496223    |              |
| GALLS LLC                           | 114.72     | 496241    |              |
| EAGLE PUMP & METERS INC             | 2,285.28   | 496251    |              |
| TITAN AVIATION FUELS                | 69,423.83  | 496261    |              |
| CHARTER COMMUNICATIONS              | 115.59     | 496282    |              |
| BLUEGLOBES, LLC                     | 13,714.21  | 496287    |              |
| AIRPORT IMPROVE. GRANTS             |            |           | 89,507.45**  |
| QED AIRPORT & AVIATION CONSULTANTS  | 7,770.00   | 496220    |              |
| GARVER LLC                          | 2,319.60   | 496221    |              |
| SE TX EMP. BENEFIT POOL             |            |           | 10,089.60**  |
| EXPRESS SCRIPTS INC                 | 119,331.12 | 496255    |              |
| SETEC FUND                          |            |           | 119,331.12** |
| INDUSTRIAL & COMMERCIAL MECHANICAL  | 1,652.00   | 496226    |              |
| LIABILITY CLAIMS ACCOUNT            |            |           | 1,652.00**   |
| APRIL HARGETT                       | 100.30     | 496289    |              |
| SHERIFF'S FORFEITURE FUND           |            |           | 100.30**     |
| CASH ADVANCE ACCOUNT                | 3,238.06   | 496143    |              |
| GLO DISASTER RECOVERY               |            |           | 3,238.06**   |
| LJA ENGINEERING INC                 | 20,227.00  | 496225    |              |
| APPELLATE JUDICIAL SYSTEM           |            |           | 20,227.00**  |
| 9TH COURT OF APPEALS                | 1,798.20   | 496210    |              |
| DISTRICT CRT RECORDS TECH           |            |           | 1,798.20**   |
| CDW COMPUTER CENTERS, INC.          | 357.93     | 496177    |              |
| MARINE DIVISION                     |            |           | 357.93**     |
| ENTERGY                             | 759.01     | 496136    |              |
| JACK BROOKS REGIONAL AIRPORT        | 338.91     | 496142    |              |
| RITTER @ HOME                       | 190.00     | 496156    |              |
| ADVANCED SYSTEMS & ALARM SERVICES,  | 60.00      | 496178    |              |

| NAME  | AMOUNT             | CHECK NO.        | TOTAL                       |
|---|--------------------|------------------|-----------------------------|
| THE DINGO GROUP-PETE JORGENSON MARI<br>RC SERVICE | 25.13<br>359.30    | 496208<br>496230 | 1,732.35**                  |
| SHERIFF - COMMISSARY                              |                    |                  |                             |
| METAL-MART<br>WALMART CAPITAL ONE                 | 2,172.16<br>293.05 | 496150<br>496275 | 2,465.21**<br>913,314.97*** |



(409) 835-8450 Phone  
(409) 839-2350 Fax

1085 Pearl St, Room 103  
Beaumont, TX 77701

**Jevonne Smith Pollard**  
Constable, Precinct One

June 15, 2022

Jeff Branick, County Judge  
1149 Pearl St.  
Beaumont, TX 77701

Re: Agenda Item

Dear Judge Branick,

I would like to place an item on the agenda for the Commissioner's Court Meeting Tuesday, June 21, 2022.

Please consider and possibly approve the hiring of Clevon D. Buxton with the Constable's Precinct 1 Office in accordance with Local Government Code (LGC)86.011.

Sincerely,

A handwritten signature in black ink, appearing to read "Jevonne Pollard", is written over a horizontal line.

Jevonne Pollard  
Constable Pct. 1

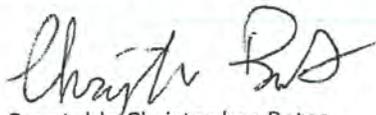
**CHRISTOPHER L. BATES**  
CONSTABLE PCT. 2  
JEFFERSON COUNTY



525 LAKESHORE DRIVE  
SUB-COURTHOUSE  
PORT ARTHUR, TEXAS 77640  
PHONE: 409-983-8335  
FAX: 409-983-8320

Commissioner's Court,

I, Constable Christopher Bates, would like to ask the court to approve Isaiah Seltzer as a new deputy starting July 1<sup>st</sup> 2022. This is a position that will become vacant once Gene Winston assumes the role of Constable Pct. 8 July 1, 2022. Please add this to the Commissioner's Court Agenda 6-21-22. Thank You.

  
Constable Christopher Bates

**AGENDA ITEM****June 21, 2022**

Receive and file executed Special Warranty Deed from Jefferson County to Jefferson County Drainage District No. 7 for construction of a detention pond.

---

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
COUNTY OF JEFFERSON §

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned JEFFERSON COUNTY, TEXAS (hereinafter Grantor), 1149 Pearl Street, Beaumont, Texas 77701, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, and with the intention to donate the herein described property to JEFFERSON COUNTY DRAINAGE DISTRICT NO. 7, P.O. Box 3244, Port Arthur, Texas 77642, have granted, sold, and conveyed, and by these presents does grant, sell, and convey to the said JEFFERSON COUNTY DRAINAGE DISTRICT NO. 7 (hereinafter Grantee) all that certain property described in Exhibit "A" attached hereto and incorporated herein by reference, and Grantor grants, assigns and conveys to Grantee the ingress and egress easement described in the Easement Agreement filed in clerk's file no. 2020029668, official public records of Jefferson County, Texas, said easements being described in Exhibit "B" attached hereto and incorporated herein by reference. To have and to hold the described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the Grantee, its successors and assigns forever. And Grantor does hereby bind itself, its successors and assigns to warrant and forever defend all and singular the said premises unto the said Grantee, its successors and assigns, against every person whomsoever, lawfully claiming by, through, or under said Grantor but not otherwise.

This conveyance is subject to, all and singular, but only to the extent currently valid and enforceable against the premises, (a) all rights-of-ways and easements, whether of record or not, (b) all restrictions, covenants and conditions, reservations, mineral severances, oil and gas leases and all other instruments that affect the premises, and (c) rights, if any, of adjoining property owners of fences situated on a common boundary line.

EXECUTED this the 10 day of May, 2022.

GRANTOR:

JEFFERSON COUNTY, TEXAS

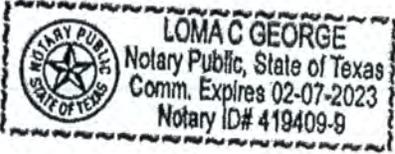
[Signature]
Jeff Brantick, County Judge

STATE OF TEXAS §

COUNTY OF JEFFERSON §

This instrument was acknowledged before me on the 10<sup>th</sup> day of May, 2022, by JEFF BRANICK, County Judge of Jefferson County, Texas, on behalf of said county, known to me to be the person whose name is subscribed hereto.

*Loma George*  
Notary Public - State of Texas



GRANTEE:

JEFFERSON COUNTY DRAINAGE DISTRICT NO. 7

Phil Kelley  
Phil Kelley, Manager

STATE OF TEXAS §

COUNTY OF JEFFERSON §

This instrument was acknowledged before me on the 5<sup>th</sup> day of May, 2022, by PHIL KELLEY, Manager of Jefferson County Drainage District No. 7, on behalf of said drainage district, known to me to be the person whose name is subscribed hereto.



Kyla S Dean  
Notary Public - State of Texas

AFTER RECORDING RETURN TO:

Diane Smith  
P.O. Box 3244  
Port Arthur, TX 77643

## EXHIBIT A

**93.56 ACRES OF LAND  
OUT OF THE MCFADDIN TRUST  
SITUATED IN THE T. & N.O.R.R. SURVEY  
NO.1 ABSTRACT NO. 257  
JEFFERSON COUNTY, TEXAS**

**BEING** 93.56 acres of land, out of and part of Tract 13-B-1 The McFaddin Trust, recorded in File No. 2016033381, situated in the T.& N.O.R.R Survey, No. 1, Abstract No. 257, Official Public Records, Jefferson County, Texas; said 93.56 acre tract being more fully described by metes and bounds as follows, to wit:

*Note: Bearings, coordinates, distances and acreage are based on the Texas Coordinate System of 1983, South Central Zone, US Survey Feet, and are referenced to SmartNet, North America.*

**BEGINNING** at a ½" steel rod, capped and marked "SOUTEX", found for the Southeast corner of said Tract 13-B-1, on the West right of way line of a dedicated road named US Highway 69/96/287; said ½" steel rod, being on the North line of a (Called 7.223) acre tract of land, described in a deed to Gulf States Utilities Company, recorded in Volume 1586, Page 196, Deed Records, Jefferson County, Texas, and the Southeast corner of the herein described tract; having a Texas Coordinate of N: 13938557.06, E: 3541074.55;

**THENCE**, South 86 deg., 21 min., 43 sec., West, (Called South 86 deg., 21 min., 41 sec., West), on the North line of the (Called 7.223) acre tract and a portion of the North line of a (Called 18.483) acre tract described in a deed to Gulf States Utilities Company, recorded in Volume 1586, Page 165, Deed Records, Jefferson County, Texas, a distance of 2803.42' (Called 2803.36'), to a 1/2" steel rod, capped and marked "SOUTEX", found for the Southeast corner of a (Called 78.89) acre tract of land, described in a deed to Texas Department Of Criminal Justice, recorded in File No. 9731119, Official Public Records, Jefferson County, Texas, said ½ steel rod being the Southwest corner of said Tract 13-B-1 and Southwest corner of the herein described tract;

**THENCE**, North 27 deg., 42 min., 25 sec., West, (Called North 27 deg., 42 min., 20 sec., West), on the East line of the (Called 78.89) acre tract, same being the West line of said Tract 13-B-1, a distance of 1437.37', to a ½" steel rod, capped and marked "SOUTEX", set for the Southwest corner of a (Called 23.69) acre tract of land described in a deed to Lamar State College-Port Arthur, recorded in File No. 2020027901, Official Public Records, Jefferson County, Texas, said ½" steel rod, being an exterior corner of the herein described tract;

**THENCE**, North 62 deg., 17 min., 40 sec., East, on the South line of the (Called 23.69) acre tract, a distance of 658.67', to a ½" steel rod, capped and marked "SOUTEX", set for the Southeast

corner of the (Called 23.69) acre tract, said ½" steel rod, being an interior corner of the herein described tract;

**THENCE**, North 45 deg., 33 min., 21 sec., West, on the East line of the (Called 23.69) acre tract, a distance of 483.20', to a ½ steel rod, capped and marked "SOUTEX", set for corner; said ½" steel rod, being on the West line of a Jefferson County Drainage District No. 7 100' wide drainage easement, recorded in Film Code 104-90-1940, Official Public Records, Jefferson County, Texas;

**THENCE**, the following bearings and distances, to a ½" steel rods, capped and marked "SOUTEX", set on the common line of the (Called 23.69) acre tract and the West line of the 100' wide drainage easement:

North 39 deg., 33 min., 58 sec., West, 235.69'

North 34 deg., 22 min., 50 sec., West, 270.39'

North 20 deg., 41 min., 55 sec., West, 179.75'

North 07 deg., 41 min., 06 sec., East, 274.43'

North 17 deg., 31 min., 45 sec., West, 288.28', to a ½" steel rod, capped and marked "SOUTEX", set for the Northeast corner of the (Called 23.69) acre tract, said ½" steel rod being on the North line of said Tract 13-B-1 and Northwest corner of the herein described tract; from which ½" steel rod, found for the Northeast corner of the (Called 78.89) acre tract, same being the Northwest corner of said Tract 13-B-1, bears North 82 deg., 50 min., 49 sec., West, (Called North 82 deg., 51 min., 20 sec., West), a distance of 807.05' (Called 807.25');

**THENCE**, South 82 min., 50 min., 49 sec., East, (Called South 82 deg., 51 min., 20 sec., East), on the North line of said Tract 13-B-1, a distance of 846.92' (Called 846.89'), to a ½" steel rod, capped and marked "SOUTEX", found for the Northeast corner said Tract 13-B-1, same being the Northwest corner of a (Called 50.234) acre tract of land described in a deed to Jefferson County, Texas, recorded in File No. 2014001255, Official Public Records, Jefferson County, Texas, said ½" steel rod, being the Northeast corner of the herein described tract;

**THENCE**, South 27 deg., 44 min., 41 sec., East, (Called South 27 deg., 44 min., 32 sec., East), on the common line of said Tract 13-B-1 and the (Called 50.234) acre tract, a distance of 1824.82' (Called 1824.86'), to a 5/8" steel rod, capped and marked "WHITELEY", found for the Southwest corner of the (Called 50.234) acre tract, same being an interior corner of the herein described tract;

**THENCE**, South 82 deg., 53 min., 15 sec., East, (Called South 82 deg., 53 min., 59 sec., East), continuing on a common line of said tract 13-B-1 and the (Called 50.234) acre tract, a distance of 591.00' (Called 590.84'), to a 5/8" steel rod, capped and marked "WHITELEY", found for the Northwest corner of a (Called 7.3983) acre tract of land described in a deed to 3875 Highway 69, LLC., recorded in File No. 2017004851, Official Public Records, Jefferson County, Texas, said ½" steel rod, being the most Easterly Northeast corner of the herein described tract;

**THENCE**, South 03 deg., 53 min., 13 sec., East, (Called South 03 deg., 53 min., 46 sec., East), on the West line on the (Called 7.3983) acre tract, same being the East line of said Tract 13-B-1, a distance of 525.47', passing a 5/8" steel rod, capped and marked "WHITELEY", found for the Southwest corner of the (Called 7.3983) acre tract, same being the Northwest corner of a (Called

12.500) acre tract of land described in a deed to Industrial Safety Training Counsel, recorded in File No. 2012026613, Official Public Records, Jefferson County, Texas; continuing on the common line of said Tract 13-B-1 and the (Called 12.500) acre tract, a total distance of 1010.16' (Called 1010.35'), to a ½" steel rod, capped and marked "SOUTEX", found for the Southwest corner of the (Called 12.500) acre tract, said ½" steel rod, being an interior corner of the herein described tract;

**THENCE**, North 86 deg., 21 min., 21 sec., East, (Called North 86 deg., 21 min., 25 sec., East), on the common line of said Tract 13-B-1 and the (Called 12.500) acre tract, a distance of 1230.86' (Called 1230.79), to a ½" steel rod, found for the Southeast corner of the (Called 12.500) acre tract, same being the most Easterly Northeast corner of said Tract 13-B-1 on the West right of way line of said US Highway 69/96/287, said ½" steel rod, being the most Easterly Northeast corner of the herein described tract;

**THENCE**, South 27 deg., 40 min., 16 sec., East, (Called South 27 deg., 40 min., 53 sec., East), on the West right of way line of said US Highway 69/96/287; same being the East line of said Tract 13-B-1, a distance of 153.39' (Called 153.32') to the **POINT OF BEGINNING** and containing 93.56 acres of land, more or less.

This description is based on the Land Survey made under the direct supervision of Anthony M. Leger, Registered Professional Land Surveyor No. 5481 on July 28, 2021.

**Jefferson County Drainage District No. 7**  
**LS-21-0709**

**EXHIBIT B****Ingress and Egress Easement****TRACT II****0.3910 ACRE OF LAND****OUT OF THE T. & N.O.R.R. SURVEY NO. 1, ABSTRACT NO. 257  
JEFFERSON COUNTY, TEXAS**

BEING 0.3910 acre of land out of and a part of the T & NORR Survey No. 1, Abstract No.257, Jefferson County, Texas; being part of Tract 14A of Partition Map No. 2, The Mc Faddin Trust, recorded in Volume 7, Page 133, Map Records, Jefferson County, Texas; being out of a (Called 689.690) acre tract of land described in a deed to Texas Department of Criminal Justice, recorded in Film Code 102-98-2207, Official Public Records, Jefferson County, Texas; said 0.3910 acre tract being more fully described by metes and bounds as follows, to wit:

Note: Bearings, coordinates, distances, and acreage are based on the Texas Coordinate System of 1983, South Central Zone, US Survey Feet, and are referenced to SmartNet, North America.

BEGINNING at a ½" steel rod, capped and marked 'SOUTEX', found for the Northeast corner of Tract 13-B-1, plat of 117.2 acres of land, recorded in File No. 2016033831, Official Public Records, Jefferson County, Texas; said ½" steel rod being the Northwest corner of a (Called 50.234) acre tract of land described in a deed to Jefferson County, Texas, recorded in File No. 2014001255, Official Public Records, Jefferson County, Texas, and being the Southeast corner of the herein described tract; having a Texas Coordinate of N: 13941310.74, E: 3538270.46;

THENCE, North 82 deg., 50 min., 55 sec., West, on the North line of Tract 13-B-1, a distance of 64.68' to a ½" steel rod, capped and marked "SOUTEX", set for the Southwest corner of the herein described tract;

THENCE, North 14 deg., 46 min., 11 sec., West, a distance of 272.27' to a ½" steel rod, capped and marked "SOUTEX", set on the South right of way line of a dedicated road named FM Highway 3514; said ½" steel rod being the Northwest corner of the herein described tract;

THENCE, on the South right of way line of said FM Highway 3514 on the arc of a curve to the left having a radius of 2949.79', an arc length of 60.00', a chord bearing of North 75 deg., 48 min., 47 sec., East, a chord distance of 60.00', to a ½" steel rod, capped and marked "SOUTEX", set for the Northeast corner of the herein described tract; from a ½" steel rod found in concrete on the South right of way line of said FM Highway 3514 bears North 69 deg., 04 min., 27 sec., East a distance of 632.66';

THENCE, South 14 deg., 46 min., 11 sec., East, a distance of 295.80' to the POINT OF BEGINNING and containing 0.3910 acre of land, more or less.

This description is based on the Land Survey made under the direct supervision of Anthony M. Leger, Registered Professional Land Survey No. 5481 on December 30, 2019.

Jefferson County  
19-1175 - 1

AFTER RECORDING RETURN TO:

Jefferson County Drainage District No. 7  
Attn: Diane Smith  
P.O. Box 3244  
Port Arthur, TX 77643