

*Notice of Meeting and Agenda*  
*August 16, 2022*

**Special, 8/16/2022 10:00:00 AM**

BE IT REMEMBERED that on August 16, 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 (ABSENT)

Absent

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

Honorable Zena Stephens, Sheriff

Honorable Laurie Leister, County Clerk (ABSENT)

Haylee Fournier, Office Administrator, County Clerk's Office

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

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*August 16, 2022*

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



**NOTICE OF MEETING AND AGENDA  
OF COMMISSIONERS' COURT  
OF JEFFERSON COUNTY, TEXAS  
August 16, 2022**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **16th** day of **August 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 Sec. 551.074 to deliberate regarding personnel matters.**

**9:15 a.m. - Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.0725 to deliberate business and financial issues relating to a contract being negotiated, that deliberation in open meeting, would have a detrimental effect on the Commissioners Court in negotiations with a third person**

**9:30 a.m. - Announcement of an executive (closed) session, pursuant to Texas Government Code Sec. 551.074 to deliberate regarding personnel matters.**

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**9:45 a.m. - Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.0725 to deliberate business and financial issues relating to a contract being negotiated, that deliberation in an open meeting, would have a detrimental effect on the Commissioners' Court in negotiations with a third person.**

**1:30 p.m. - Announcement of an executive (closed) session, pursuant to Texas Government Code Sec. 551.074 to deliberate regarding personnel matters.**

**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**

*Notice of Meeting and Agenda*  
*August 16, 2022*

**PURCHASING:**

- (a). Consider and approve specifications for Request for Statements of Qualifications (RFQ 22-050/MR) Structural Integrity and Independent Services for Flood Mitigation Home Elevation, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326. Funded by 2020 Flood Mitigation Assistance Grant.

SEE ATTACHMENTS ON PAGES 10 - 57

**Motion by: Pierce**

**Second by: Bush**

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

**Action: APPROVED**

- (b). Receive and file bids for Invitation for Bid (IFB 22-041/MR) Re-Bid Term Contract for Fire Sprinkler, Fire Pump, Kitchen Hood Suppression and Halon 1301 Fire Suppression Inspection for Jefferson County.

SEE ATTACHMENTS ON PAGES 58 - 180

**Motion by: Pierce**

**Second by: Bush**

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

**Action: APPROVED**

- (c). Receive and file bids for Invitation for Bid (IFB 22-040/MR) Termite Treatment for Jefferson County.

SEE ATTACHMENTS ON PAGES 181 - 251

**Motion by: Pierce**

**Second by: Bush**

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

**Action: APPROVED**

- (d). Consider and approve award, and execute, receive and file Contract for (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 200.318-316 with Courville's Catering and Special Events, DBA Cajun Flavor, Inc. as shown in attachment.

SEE ATTACHMENTS ON PAGES 252 - 337



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

- (e). Consider and approve award, and execute, receive and file Acceptance of Offer for (IFB 22-041/MR) Re-Bid Term Contract for Fire Sprinkler, Fire Pump, Kitchen Hood Suppression and Halon 1301 Fire Suppression Inspection for Jefferson County with Advantage Interests, Inc. as shown in attachment.

SEE ATTACHMENTS ON PAGES 338 - 340

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

- (f). Consider and approve award, and execute, receive and file Acceptance of Offer for (IFB 22-040/MR) Termite Treatment for Jefferson County with G & G Pest Control as shown in attachment.

SEE ATTACHMENTS ON PAGES 341 - 344

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

- (g). Consider and approve, execute, receive and file Contract Amendment No. 1 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 engineering/architectural services for the replacement of roofs at the Jerry Ware General Aviation Terminal and Aircraft Rescue and Fire Fighting Station (ARFF) fixed fee of \$28,000.00; bringing the contract total from \$110,075.00 up to \$138,075.00. 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 345 - 349

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

- (h). Consider and approve, execute, receive and file renewal for (IFB 19-038/YS) Term Contract for Paper Stock and Envelopes for Jefferson County for a third one (1) year renewal with Lindenmeyr Munroe and Western BRW Paper Co.-Bosworth Papers from September 6, 2022 to September 5, 2023 with increases due to manufacturer and freight cost increases as shown in attachments.

SEE ATTACHMENTS ON PAGES 350 - 394

**Motion by: Pierce**  
**Second by: Bush**  
**In Favor: Branick, Pierce, Bush, 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 395 - 396

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

- (j). Consider and approve auction of surplus property as authorized by Local Government Code §263.152 (a) (1) by Horn's Auction, Inc. The auction is scheduled for Saturday, September 3, 2022 at 9:00 am.

SEE ATTACHMENTS ON PAGES 397 - 398

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

**COUNTY AUDITOR:**

- (a). Consider and approve budget transfer– Road & Bridge Pct4 – additional cost for repairs.

SEE ATTACHMENTS ON PAGES 399 - 399

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|                   |                |            |            |
|-------------------|----------------|------------|------------|
| 114-0405-431-4018 | ROAD MACHINERY | \$4,500.00 |            |
| 114-0405-431-3034 | DIESEL FUEL    |            | \$4,500.00 |

**Motion by: Bush**

**Second by: Pierce**

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

**Action: APPROVED**

- (b).Consider and approve budget transfer– Human Resources – replacement of electronic time stamp.

SEE ATTACHMENTS ON PAGES 400 - 400

|                   |                          |          |          |
|-------------------|--------------------------|----------|----------|
| 120-1012-415-3084 | MINOR EQUIPMENT          | \$292.00 |          |
| 120-1012-415-4011 | EQUIPMENT- MISCELLANEOUS |          | \$292.00 |

**Motion by: Bush**

**Second by: Pierce**

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

**Action: APPROVED**

- (c).Discuss Proposed tax rate for tax year 2022 (fiscal year 2022-2023).

NO ATTACHMENTS

**Motion by: Bush**

**Second by: Pierce**

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

**Action: APPROVED**

- (d).Consider and approve proposing a tax rate of \$0.363184 for tax year 2022 (fiscal year 2022-2023) and schedule a public hearing on the proposed tax rate for Tuesday, September 20, 2022 at 10:30am in the Commissioners Courtroom.

NO ATTACHMENTS

**Motion by: Alfred**

**Second by: Bush**

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

**Opposed: Pierce**

**Action: APPROVED**

- (e).Regular County Bills – check #497785 through check #497993.

SEE ATTACHMENTS ON PAGES 401 - 408

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

**COUNTY TREASURER:**

- (a).Receive and File Investment Schedule for July, 2022, including the year to date total earnings on County funds.

SEE ATTACHMENTS ON PAGES 409 - 411

**Motion by: Pierce**  
**Second by: Bush**  
**In Favor: Branick, Pierce, Bush, 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**

*Notice of Meeting and Agenda*  
*August 16, 2022*

**Special, August 16, 2022**

There being no further business to come before the Court at this time, same is now here adjourned on this date, August 16, 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**

August 16, 2022

**Request for Statements of Qualifications**

**(RFQ 22-050/MR) Structural Integrity and Independent Inspection Services for Flood Mitigation Home Elevation, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326.**

Jefferson County is seeking submittals from qualified firms to provide professional Structural Integrity and Independent Inspection Services in accordance with Request for Statements of Qualifications (RFQ 22-050/MR) Structural Integrity and Independent Inspection Services for Flood Mitigation Home Elevation, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326.

All interested firms should obtain a "Request for Qualifications" specifications packet from the Jefferson County Purchasing webpage at: <https://www.co.jefferson.tx.us/Purchasing/>

All submittals shall be evaluated by an Evaluation Committee. This committee will evaluate submissions to this request and select the firm that is 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 (5) five 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, September 7, 2022. 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 Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or [mreeves@co.jefferson.tx.us](mailto:mreeves@co.jefferson.tx.us). If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or [dclark@co.jefferson.tx.us](mailto:dclark@co.jefferson.tx.us).

**REQUEST NAME:** Structural Integrity and Independent Inspection Services for Flood Mitigation Home Elevation, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326.

**REQUEST NUMBER:** RFQ 22-050/MR

**DUE DATE/TIME:** 11:00 am CT, Wednesday, September 7, 2022

**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 (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.

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

Respondents are strongly encouraged to carefully read the entire invitation, as failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Sincerely,

Deborah L. Clark, Purchasing Agent  
 Jefferson County, Texas

**PUBLISH:**

Beaumont Enterprise & Port Arthur News:  
**August 17<sup>th</sup> & 24<sup>th</sup>, 2022**  
 Enterprise: **August 25, 2022**

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**SECTION 1: INTRODUCTION: REQUEST FOR STATEMENTS OF QUALIFICATION  
(RFQ 22-050/MR) Structural Integrity and Independent Inspection Services for Flood Mitigation Home Elevation, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326.**

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**1.1 PURPOSE/SCOPE OF WORK**

Jefferson County is requesting statements of qualifications and experience from all interested Structural Integrity and Independent Inspection Firms desiring to provide professional Inspections for FMA, HMA and BRIC programs for home elevations.

**PROJECT DESCRIPTION**

Jefferson County is seeking qualified professional services to assist the County in inspecting homes for structural integrity, provide an Inspection Report and provide a Certificate of Occupancy. The County will use funding from FMA, HMA and BRIC programs to carry out these activities.

Structures must be structurally sound and capable of being elevated safely. Prior to homeowner participating in a FMA, HMA and BRIC project to elevate their house, homeowners will need to have a structural integrity assessment and inspection performed by an Independent Structural Engineer that will determine whether a house can be successfully elevated or not. Therefore, Jefferson County intends to enter into a Professional Services Agreement with one (1) or more prime firm(s) to provide services for the following:

- Perform up to 150 structural analyses and onsite inspections to determine if a structure can withstand the stress of being elevated or if better suited to be reconstructed. Inspection services include providing the County and homeowner with an Inspection Report and a Certificate of Occupancy.
  - a. The first batch of homes to be assessed and inspected will number four (4). Subsequent batches of homes will be released throughout the upcoming projects. The firm(s) will be issued a Notice to Proceed for each batch of homes.
- Firms are to perform all necessary work on all assigned structural integrity analyses for each batch of homes within a three (3) month period from the Notice to Proceed determined upon award.

**SCOPE OF WORK**

Engineers will inspect homes prior to homeowner participating in a HGMP project and at the following milestones.

1. Inspect structure after Milestone 2 to ensure that the excavation and tunneling under the home is completed. Milestone 2 includes the following:
  - a. Mobilization of equipment
  - b. Clearing work
  - c. Tunneling completed
  - d. Structure is elevated and resting on cribbing completed
  - e. Mid-lift EC showing structure is at or above the designated flood elevation. Inspection takes place.
2. Inspect structure after Milestone 3 to ensure that the structure is elevated and self-supporting. Water and sewer have been retrofitted/repared. An elevation certificate has been submitted to verify compliance with the County's adopted flood ordinance. Milestone 3 includes the following:
  - a. Piers and/or post columns are built
  - b. New foundation is complete
    - i. If foundation type will have CMU block wall – capture photos of posts, piles or columns as needed.
  - c. Inspection takes place.
3. Inspect structure after Milestone 4 when all work has been completed. The firm will provide a Final Inspection which will show that the structure has been elevated to the locally compliant Designated Flood Elevation. All permits have been successfully closed out and grant paperwork has been provided as necessary. Communication has



occurred by the inspection firm, who will issue a Certificate of Occupancy, to the homeowner. A Certificate of Occupancy will not be issued until after the final inspection.

## MINIMUM REQUIREMENTS

1. Minimum of three (3) years of structural integrity testing, inspection and certificate of occupancy services experience.
2. Minimum of three (3) years firm and firm ownership / key staff experience in structural integrity testing, inspection and certificate of occupancy services experience.
3. Background check, criminal and or affidavit of no suspensions or criminal actions against owners and or company for non-performance of work.

### 1.2 PROCEDURE.

Firms are encouraged to submit statements of qualifications and experience. The Jefferson County Commissioners' Court will appoint a Selection Review Committee to 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.

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.

### 1.3 SELECTION REVIEW COMMITTEE.

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

### 1.4 EVALUATION PROCESS.

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

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

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer. **Vendors shall not contact any Jefferson County personnel during the RFQ 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 RFQ, 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 RFQ shall be coordinated by the Jefferson County Purchasing Department.**

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

### **1.5 STRUCTURAL INTEGRITY AND INDEPENDENT INSPECTION FIRM'S SERVICES.**

A. A description of services that may be utilized under this RFQ includes:

1. Structural Integrity Inspection & Report
2. Certificate of Occupancy

### **1.6 LAWS AND REGULATIONS.**

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

### **1.7 INSURANCE.**

The contractor including any and all subcontractors (as defined in **Section 1.8.1.3** below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

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

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

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

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

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

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

**Workers' Compensation**                      Statutory Coverage (**See Section 1.8 Below**)

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

#### **1.8.1 Definitions:**

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

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

- 1.8.1.3 **Persons providing services on the project (“subcontractor”) in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. “Services” includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. “Services” does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- 1.8.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- 1.8.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer **to Section 1.7** above.
- 1.8.4 If the coverage period shown on the Contractor’s current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- 1.8.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
- 1.8.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - 1.8.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
- 1.8.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 1.8.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 1.8.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers’ Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 1.8.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 1.8.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
  - 1.8.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
  - 1.8.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  - 1.8.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

- 1.8.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
- 1.8.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
- 1.8.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
- 1.8.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- 1.8.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs **1.8.1. – 1.8.7.**, with the certificates of coverage to be provided to the person for whom they are providing services.
- 1.8.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 1.8.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

## 1.9 TERMS AND CONDITIONS.

1. Jefferson County reserves the right to request clarification of information submitted and to request additional information of one or more respondents.
2. Any agreement or contract resulting from this 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.
3. The Structural Integrity and Independent Inspection Firm shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.
4. No reports, information, or data given to or prepared by the Structural Integrity and Independent Inspection Firm under contract shall be made available to any individual or organization by the Structural integrity and Independent Inspection Firm without the prior written approval of the County.

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

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

**SECTION 2: FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)**  
**MANDATED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS REQUIRED BY**  
**2 C.F.R. §200.326 APPENDIX II TO 2 CFR §200**  
 (REVISED JUNE 2022)

**REMEDIES**

(For all awarded contracts with a value greater than \$150,000.00)

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. Any violation or breach of terms of this contract of the Contractor or the Contractor's sub-contractors will be subject to the remedies, including liquidated damages, described in the bid specifications or Request for Proposal and the Client rules and regulations and special conditions which are incorporated herein by reference in their entirety.

**TERMINATION FOR CAUSE AND CONVENIENCE**

(For all awarded contracts with a value greater than \$10,000.00)

The Client reserves the right to terminate this contract for cause or convenience pursuant to the rules and regulations and special conditions which are incorporated herein by reference in their entirety.

**EQUAL EMPLOYMENT OPPORTUNITY**

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-

1.3) **Contractor must complete enclosed certification**

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

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 subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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.

#### **DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT**

(The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit 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.

##### **1. *Minimum wages.***

- i. All laborers and mechanics employed or working upon the site of the work ( or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account ( except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits ( or cash equivalents thereof) due at

time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1 (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(i)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(i)(ii) of this section) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- 1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- 2) The classification is utilized in the area by the construction industry; and
- 3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(i)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

- i. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- ii. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of



obligations under the plan or program.

## 2. ***Withholding.***

The Federal Agency and/or Client shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work ( or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. ***Payrolls and basic records.***

- i. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section I (b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- ii. (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner). (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
  - 1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a) (3) (ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5

(a) (3) (i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

- 2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- 3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

i. The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the federal agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. **Apprentices and trainees.**

- i. **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- ii. **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted

under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- iii. **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

#### 5. **Compliance with Copeland Act requirements.**

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

#### 6. **Subcontracts.**

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (I) through (10) 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 the contract clauses in 29 CFR 5.5.

#### 7. **Contract termination: debarment.**

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

#### 8. **Compliance with Davis-Bacon and Related Act requirements.**

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

#### 9. **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.

#### 10. **Disputes concerning labor standards.**

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### 11. **Certification of eligibility.**

- 1) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(I).
- 2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(I).
- 3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

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

(For all awarded contracts related to "mechanics and laborers" with a value greater than \$100,000.00)

- 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.** The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- 4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

## **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

(This requirement **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." If FEMA federal award meets definition of "funding agreement" under 37 CFR §401.2(a), for all awarded contracts related to experimental, developmental, or research work type contracts)

### **(a) Definitions**

- (1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of *et seq.*
- (2) *Subject invention* means any invention of the *contractor* conceived or first actually reduced to practice in the performance of work under this *contract*, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401 (d)) must also occur during the period of *contract* performance.
- (3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.
- (4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.
- (5) *Small Business Firm* means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and

subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3- 12, respectively, will be used.

- (6) *Nonprofit Organization* means a university or other institution of higher education or an organization of the type described in section 501 (c) {3} of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights

The *Contractor* may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the *Contractor* retains title, the Federal government shall have a nonexclusive, non-transferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by *Contractor*

- (1) The *contractor* will disclose each subject invention to the *Federal Agency* within two months after the inventor discloses it in writing to *contractor* personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the *contract* under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the *agency*, the *Contractor* will promptly notify the *agency* of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the *contractor*.
- (2) The *Contractor* will elect in writing whether or not to retain title to any such invention by notifying the *Federal agency* within two years of disclosure to the *Federal agency*. However, in any case where publication, on sale or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the *agency* to a date that is no more than 60 days prior to the end of the statutory period.
- (3) The *contractor* will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The *contractor* will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.
- (4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the *agency*, be granted.

(d) Conditions When the Government May Obtain Title

The *contractor* will convey to the *Federal agency*, upon written request, title to any subject invention-

- (1) If the *contractor* fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the *agency* may only request title within 60 days after learning of the failure of the *contractor* to disclose or elect within the specified times.
- (2) In those countries in which the *contractor* fails to file patent applications within the times specified in (c) above; provided, however, that if the *contractor* has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the *Federal agency*, the *contractor* shall continue to retain title in that country.
- (3) In any country in which the *contractor* decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to *Contractor* and Protection of the *Contractor* Right to File

- (1) The *contractor* will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the *contractor* fails to disclose the invention within the times specified in (c), above. The *contractor's* license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the *contractor* is a party and includes the right to grant sublicenses of the same scope to the extent the *contractor* was legally obligated to do so at the time the *contract* was awarded. The license is transferable only with the approval of the *Federal* to which the invention pertains.
- (2) The *contractor's* domestic license may be revoked or modified by the *funding Federal agency* to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and *agency* licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the *contractor* has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the *funding Federal agency* to the extent the *contractor*, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.
- (3) Before revocation or modification of the license, the *funding Federal agency* will furnish the *contractor* a written notice of its intention to revoke or modify the license, and the *contractor* will be allowed thirty days (or such other time as may be authorized by the *funding Federal agency* for good cause shown by the *contractor*) after the notice to show cause why the license should not be revoked or modified. The *contractor* has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and *agency* regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) *Contractor Action to Protect the Government's Interest*

- (1) The *contractor* agrees to execute or to have executed and promptly deliver to the *Federal agency* all instruments necessary to
  - (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the *contractor* elects to retain title, and
  - (ii) convey title to the *Federal agency* when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.
- (2) The *contractor* agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the *contractor* each subject invention made under *contract* in order that the *contractor* can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c) (i), above. The *contractor* shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.
- (3) The *contractor* will notify the *Federal agency* of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.
- (4) The *contractor* agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the *contract*) awarded by (identify the *Federal agency*). The government has certain rights in the invention."

(g) *Subcontracts*

- (1) The *contractor* will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work. The subcontractor will retain all rights provided for the *contractor* in this clause, and the *contractor* will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.
- (2) In the case of subcontracts, at any tier, when the prime award with the *Federal agency* was a contract (but

not a grant or cooperative agreement), the *agency*, subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (i) of this clause.

(h) Reporting on Utilization of Subject Inventions

The *Contractor* agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the *contractor* or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the *agency* may reasonably specify. The *contractor* also agrees to provide additional reports as may be requested by the *agency* in connection with any march-in proceeding undertaken by the *agency* in accordance with paragraph (i) of this clause. As required by 35 U.S.C. 202(c) (5), the *agency* agrees it will not disclose such information to persons outside the government without permission of the *contractor*.

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the *contractor* agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the *Federal agency* upon a showing by the *contractor* or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The *contractor* agrees that with respect to any subject invention in which it has acquired title, the *Federal agency* has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the *agency* to require the *contractor*, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the *contractor*, assignee, or exclusive licensee refuses such a request the *Federal agency* has the right to grant such a license itself if the *Federal agency* determines that:

- (1) Such action is necessary because the *contractor* or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
- (2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the *contractor*, assignee or their licensees;
- (3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the *contractor*, assignee or licensees; or
- (4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for *Contracts* with Nonprofit Organizations If the *contractor* is a nonprofit organization, it agrees that:

- (1) Rights to a subject invention in the United States may not be assigned without the approval of the *Federal agency*, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the *contractor*;
- (2) The *contractor* will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;
- (3) The balance of any royalties or income earned by the *contractor* with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and
- (4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the *contractor* determines that the small business firm has a plan or proposal for marketing the

invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the *contractor* is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the *contractor*. However, the *contractor* agrees that the Secretary applicants, and the *contractor* will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the *contractor* could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication

Any communications to be given hereunder by either party to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested, as follows:

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Written notices hereunder delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated five (5) days after deposit in the mail, post prepaid, certified, in accordance with this Paragraph.

**CLEAN AIR ACT**

(For all awarded contracts with a value greater than \$150,000.00)

- (m) 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.
- (n) The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) 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.
- (o) 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**

(For all awarded contracts with a value greater than \$150,000.00)

- (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 the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**DEBARMENT AND SUSPENSION *Contractor must complete enclosed certification***

- (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 Client. 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 (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **BYRD ANTI-LOBBYING AMENDMENT**

(For all awarded contracts with a value greater than \$100,000.00.) **Contractor must complete enclosed certification**

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.

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress 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 federally 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 contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) Contractor will include language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000.00 shall certify and disclose accordingly.

#### **PROCUREMENT OF RECOVERED MATERIALS**

(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.)

- (1) 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:
  - a) Competitively within a timeframe providing for compliance with the contract performance schedule;
  - b) Meeting contract performance requirements; or
  - c) At a reasonable price.
- (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines website, <http://www.epa.gov/cpg/>.  
The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the "Solid Waste Disposal Act."

## **ACCESS TO RECORDS**

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide the Client, 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 his authorized 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 Client 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.

## **CHANGES**

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.

FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

## **DHS SEAL, LOGO, AND FLAGS**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

## **COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

## **NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

## **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

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.

## **PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES**

2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, prohibits the Contractor from using equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

## **DOMESTIC PREFERENCES FOR PROCUREMENTS**

As appropriate and to the extent consistent with law, the Contractor agrees, to the greatest extent practicable, prefer the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

## **AFFIRMATIVE SOCIOECONOMIC STEPS**

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2\_C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

## **COPYRIGHT AND DATA RIGHTS**

"License and Delivery of Works Subject to Copyright and Data Rights"

(RFQ 22-050/MR) Structural Integrity and Independent Inspection Services for Flood Mitigation Home Elevation

The Contractor grants to the Client a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Client or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Client data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Client.”

## BYRD ANTI-LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

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

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

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

### REQUIRED FORM

#### Respondent:

**Please complete this form and include with RFQ response submission.**

## DEBARMENT/SUSPENSION CERTIFICATION

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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 (No procurement Debarment and Suspension).

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

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: [www.sam.gov](http://www.sam.gov) and <https://acquisition.gov/far/index.html> see section 52.209-6.

The Contractor \_\_\_\_\_ certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

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

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

### REQUIRED FORM

#### Respondent:

**Please complete this form and include with RFQ response submission.**

## CIVIL RIGHTS COMPLIANCE PROVISIONS

---

### 1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

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 nondiscrimination clause.
- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive 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 noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order 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.

## CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

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- 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 subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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.

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**Signature of Contractor's Authorized Official**

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**Name and Title of Contractor's Authorized Official**

---

**Date**

**REQUIRED FORM**

**Respondent:**

**Please complete this form and include with RFQ response submission.**

## SECTION 3: RFQ SUBMISSION INSTRUCTIONS AND SPECIAL REQUIREMENTS

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

### 3.1 SUBMISSION OF QUALIFICATIONS.

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

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

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

Respondent shall submit response in a tightly sealed opaque envelope or box, plainly marked "SEALED RFQ RESPONSE." The outside of the envelope or box shall also include 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.

Respondent is responsible for submitting: One (1) original and five (5) response copies; with all copies to include a completed copy of this specifications packet, in its entirety.

Respondent 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 and/or complete all required documentation will result in a response being declared as non-responsive.

### 3.2 DEADLINE FOR RESPONSE SUBMISSIONS/DELIVERY.

**All submissions must be received by 11:00 am CT, Wednesday, September 7, 2022.**

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

Late responses will not be accepted and will be returned unopened to the Respondent.

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

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

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

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

Please direct questions to **Mistey Reeves, Assistant Purchasing Agent** at 409-835-8593 or e-mail at: [mreeves@co.jefferson.tx.us](mailto:mreeves@co.jefferson.tx.us). If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at 409-835-8593 or email at: [dclark@co.jefferson.tx.us](mailto:dclark@co.jefferson.tx.us).

### 3.3 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 will be implementing precautionary measures as currently recommended by the CDC within its facilities.



Respondents are strongly urged to plan accordingly.

### 3.4 COUNTY HOLIDAYS (2022).

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

### 3.5 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.

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

### 3.6 PRE-PROPOSAL CONFERENCE.

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

### 3.7 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) or faxed at: 409-835-8456. If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at [dclark@co.jefferson.tx.us](mailto:dclark@co.jefferson.tx.us) or faxed at: 409-835-8456.

The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, August 31, 2022.

### 3.8 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT).

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

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/RFQ submission to be considered as “responsive” to the specifications for the project.

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

### **3.9 FORM 1295 SUBMISSION REQUIREMENT (TEXAS ETHICS COMMISSION).**

**ALL NON-EXEMPT RESPONDENTS ARE REQUIRED TO SUBMIT COMPLETED FORM 1295 WITH RFQ RESPONSE SUBMISSION.**

#### **INSTRUCTIONS:**

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

*Vendors must enter the required information on Form 1295, and print a copy of the completed form.*

*The form will include a certification of filing that will contain a unique certification number.*

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

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

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

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

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

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

## SAMPLE FORM 1295

| CERTIFICATE OF INTERESTED PARTIES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                             | FORM 1295                                                                          |                                             |                                       |  |  |  |             |              |                                                                                                                                                                                                                 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |                                                                                                                                                                                             |  |
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| <p>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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                             | <div style="border: 1px solid black; padding: 5px;"> <b>OFFICE USE ONLY</b> </div> |                                             |                                       |  |  |  |             |              |                                                                                                                                                                                                                 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |                                                                                                                                                                                             |  |
| <p><b>1</b> Name of business entity filing form, and the city, state and country of the business entity's place of business.</p> <p style="background-color: yellow;">**YOUR FIRM NAME HERE**</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                             |                                                                                    |                                             |                                       |  |  |  |             |              |                                                                                                                                                                                                                 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |                                                                                                                                                                                             |  |
| <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.</p> <p style="background-color: yellow;">**JEFFERSON COUNTY, TEXAS*</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.</p> <p style="background-color: yellow;">**BID/CONTRACT/PO NUMBER GOES HERE**</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                             |                                                                                    |                                             |                                       |  |  |  |             |              |                                                                                                                                                                                                                 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |                                                                                                                                                                                             |  |
| <p><b>4</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;">Name of Interested Party</th> <th style="width: 20%;">City, State, Country<br/>(place of business)</th> <th colspan="2" style="width: 40%;">Nature of Interest (check applicable)</th> </tr> <tr> <th></th> <th></th> <th style="width: 20%;">Controlling</th> <th style="width: 20%;">Intermediary</th> </tr> </thead> <tbody> <tr> <td colspan="2" style="padding: 5px;"> <p style="background-color: yellow;">**NAME OF PERSON/PERSONS THAT OWN BUSINESS GOES HERE: MUST LIST ANY PERSON THAT DOES NOT WORK FOR THE COMPANY LISTED IN #1 THAT WILL PROFIT FROM THE BID/CONTRACT/PO**</p> </td> <td></td> <td></td> </tr> <tr><td colspan="2"></td><td></td><td></td></tr> <tr><td colspan="2"></td><td></td><td></td></tr> <tr><td colspan="2"></td><td></td><td></td></tr> <tr><td colspan="2"></td><td></td><td></td></tr> <tr><td colspan="2"></td><td></td><td></td></tr> <tr><td colspan="2"></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 | <p style="background-color: yellow;">**NAME OF PERSON/PERSONS THAT OWN BUSINESS GOES HERE: MUST LIST ANY PERSON THAT DOES NOT WORK FOR THE COMPANY LISTED IN #1 THAT WILL PROFIT FROM THE BID/CONTRACT/PO**</p> |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | <p><b>5</b></p> <p>Check only if there is NO Interested Party. <input type="checkbox"/></p> <p style="background-color: yellow;">**ONLY CHECK IF NO CONTROLLING OR INTERMEDIARY PARTY**</p> |  |
| Name of Interested Party                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | City, State, Country<br>(place of business) | Nature of Interest (check applicable)                                              |                                             |                                       |  |  |  |             |              |                                                                                                                                                                                                                 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |                                                                                                                                                                                             |  |
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| <p style="background-color: yellow;">**NAME OF PERSON/PERSONS THAT OWN BUSINESS GOES HERE: MUST LIST ANY PERSON THAT DOES NOT WORK FOR THE COMPANY LISTED IN #1 THAT WILL PROFIT FROM THE BID/CONTRACT/PO**</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                             |                                                                                    |                                             |                                       |  |  |  |             |              |                                                                                                                                                                                                                 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |                                                                                                                                                                                             |  |
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| <p><b>6 UNSWORN DECLARATION</b> <span style="background-color: yellow;">Vendor is to complete #6 - Unsworn Declaration</span></p> <p>My name is _____, and my date of birth is _____.</p> <p>My address _____, _____, _____, _____, _____.</p> <p style="text-align: center;">(street) (city) (state) (zip code) (country)</p> <p>I declare under penalty of perjury that the foregoing is true and correct.</p> <p>Executed in _____ County, State of _____, on the _____ day of _____, 20____.</p> <p style="text-align: center;">(month) (year)</p> <p style="text-align: center;">_____<br/>Signature of authorized agent of contracting business entity<br/>(Declarant)</p>                                                                                                                                                                                                                                                                                                                                                                                            |                                             |                                                                                    |                                             |                                       |  |  |  |             |              |                                                                                                                                                                                                                 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |                                                                                                                                                                                             |  |
| <p><b>ADD ADDITIONAL PAGES AS NECESSARY</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                             |                                                                                    |                                             |                                       |  |  |  |             |              |                                                                                                                                                                                                                 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |                                                                                                                                                                                             |  |

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

**RESPONDENT: INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION PROOF BEHIND THIS PAGE.**

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

### 3.10 MINIMUM REQUIREMENTS: FIRM INFORMATION TO BE INCLUDED IN RESPONSE.

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

1. Name of the firm wishing to contract with the County.
2. Firm's local address.
3. Firm's corporate or main office address.
4. Number of years the firm has been in business.
5. Names, qualifications, and experience of professional staff who would be assigned to Jefferson County.
6. Firm's organization chart.
7. Biographies or resumes, including home office location and other relevant information, for each key staff member likely to be assigned to a project.
8. Names, titles, address, and telephone numbers of persons who are authorized to negotiate for and contractually bind the firm. One of these persons should sign the response. A contact must be named for addressing questions generated during the evaluation process.
9. A description of representative work accomplished for all jobs within the past five (5) years.
10. Provide a detailed summary of the firm's experience in providing the kinds of services specified in this RFQ to governmental entities.
11. Provide evidence that you understand and comply with TWIA requirements. Include any applicable licenses.
12. Related experience in federally funded projects and the specific project type referenced in the RFQ.
13. Firm must demonstrate an understanding of the requirements to remain in compliance in administering a federal funded project (FEMA/HUD). All elevations shall be completed in accordance with the Hazard Mitigation Assistance Guidance document and the Elevation Certificate and Instructional Guidelines, therefore, knowledge of these guidelines is essential.
14. Describe reasons why the firm would be uniquely qualified to provide Structural Integrity and Independent Inspection services to Jefferson County.
15. Technical approach: The firms' understanding of the scope of work and a description of how it would be performed.
16. Describe any unique services offered by your firm.
17. A list of references, other than Jefferson County, who have contracted the types of work the firm, is offering to perform. A reference form is included on Page 35 of this package.

### 3.11 ADDITIONAL INFORMATION TO BE INCLUDED IN RESPONSE.

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

### 3.12 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.

**3.13    EVALUATION SCORING CRITERIA FOR RFQ RESPONSES**

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

|                                                            |           |
|------------------------------------------------------------|-----------|
| Technical Approach.....                                    | 20 Points |
| Firm Experience, Stability and References.....             | 40 Points |
| Workload Capacity.....                                     | 10 Points |
| Professional Qualifications and Individual Experience..... | 30 Points |

## RESPONDENT INFORMATION FORM

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

**RFQ Number & Name:** (RFQ 22-050/MR) Structural Integrity and Independent Inspection Services for Flood Mitigation Home Elevation

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Address

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

### REQUIRED FORM

#### **Respondent:**

**Please complete this form and include  
with RFQ response submission.**



## VENDOR REFERENCES FORM

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

### REQUIRED FORM

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

#### REFERENCE ONE

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

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

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

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

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

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

#### REFERENCE TWO

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

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

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

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

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

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

#### REFERENCE THREE

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

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

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

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

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

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

## SIGNATURE PAGE

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

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

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

The undersigned agrees, if this RFQ response is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Request for Statements of Qualification, Conditions of RFQ Response, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

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

\_\_\_\_\_  
RFQ Respondent (Entity Name)

\_\_\_\_\_  
Signature

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

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

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

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

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

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

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

### REQUIRED FORM

#### Respondent:

**Please complete this form and include  
with RFQ response submission.**

## CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

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

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

### **REQUIRED FORM**

#### **Respondent:**

**Please complete this form and include with RFQ response submission.**

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

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

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

---

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

Approved by OMB  
0348-0046

### Disclosure of Lobbying Activities

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

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

#### REQUIRED FORM

##### Respondent:

Please complete this form and include with RFQ response submission.

## CONFLICT OF INTEREST QUESTIONNAIRE

### For vendor doing business with local governmental entity

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

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

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

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

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

\*\*\*

- (2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

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

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

# CONFLICT OF INTEREST QUESTIONNAIRE

| <b>CONFLICT OF INTEREST QUESTIONNAIRE</b><br><b>For vendor doing business with local governmental entity</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                          | <b>FORM CIQ</b> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| <p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <div style="border: 1px solid black; padding: 2px; text-align: center; font-weight: bold;">OFFICE USE ONLY</div> <div style="border: 1px solid black; padding: 2px;">Date Received</div> |                 |
| <div style="border: 1px solid black; padding: 2px;"> <b>1</b>    <b>Name of vendor who has a business relationship with local governmental entity.</b> </div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                          |                 |
| <div style="border: 1px solid black; padding: 2px;"> <b>2</b>    <input type="checkbox"/>    <b>Check this box if you are filing an update to a previously filed questionnaire.</b><br/> <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.)</small> </div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                          |                 |
| <div style="border: 1px solid black; padding: 2px;"> <b>3</b>    <b>Name of local government officer about whom the information in this section is being disclosed.</b><br/><br/> <div style="text-align: center; margin-bottom: 10px;"> <div style="border-bottom: 1px solid black; width: 200px; margin: 0 auto;"></div> Name of Officer </div> <p>This section (item 3 including subparts A, B, C, &amp; D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="text-align: center; margin: 10px 0;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No </div> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <div style="text-align: center; margin: 10px 0;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No </div> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <div style="text-align: center; margin: 10px 0;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No </div> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p> </div> |                                                                                                                                                                                          |                 |

Adopted 8/7/2015

## REQUIRED FORM

### Respondent:

**Please complete this form and include with RFQ response 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> |
| 1                                                                                                                                                                                                                                                                                                                                                                                    | Name of Local Government Officer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Date Received _____    |
| 2                                                                                                                                                                                                                                                                                                                                                                                    | Office Held                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                        |
| 3                                                                                                                                                                                                                                                                                                                                                                                    | Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                        |
| 4                                                                                                                                                                                                                                                                                                                                                                                    | Description of the nature and extent of employment or other business relationship with vendor named in item 3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                        |
| 5                                                                                                                                                                                                                                                                                                                                                                                    | <p>List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p style="text-align: center;">(attach additional forms as necessary)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                        |
| 6                                                                                                                                                                                                                                                                                                                                                                                    | <p><b>AFFIDAVIT</b></p> <p style="text-align: center;">I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p> <p style="text-align: right; margin-right: 100px;">_____</p> <p style="text-align: right; margin-right: 100px;">Signature of Local Government Officer</p> <p>AFFIX NOTARY STAMP / SEAL ABOVE</p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.</p> <p style="margin-top: 20px;">           _____<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**



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

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

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

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

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

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

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

### REQUIRED FORM

#### Respondent:

**Please complete this form and include with RFQ response submission.**

## HOUSE BILL 89 VERIFICATION

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

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

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

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

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

\_\_\_\_\_  
Date

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

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

Notary Seal

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

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

**REQUIRED FORM**

**Respondent:**

**Please complete this form and include with RFQ response submission.**

**SENATE BILL 252 CERTIFICATION**

---

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

---

**Company Name**

---

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

---

**Purchasing Representative**

---

**Date****REQUIRED FORM****Respondent:**

**Please complete this form and  
include with RFQ submission.**

## NON-DISCLOSURE AGREEMENT

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

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

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

[Printed Name of Consultant]

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

### REQUIRED FORM

#### **Respondent:**

**Please complete this form and include with RFQ response submission.**

## RESPONDENT'S CERTIFICATION

---

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

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

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

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

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

BY:

\_\_\_\_\_  
SIGNATURE

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

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

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

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

( )

\_\_\_\_\_  
TELEPHONE NUMBER

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

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

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

### REQUIRED FORM

#### **Respondent:**

**Please complete this form and include  
with RFQ response submission.**



# JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah L. Clark, Purchasing Agent*

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

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

## LEGAL NOTICE

### Advertisement for Invitation for Bids

July 12, 2022

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **IFB 22-041/MR Re-Bid 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 Commissioners' Courtroom (4th 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:** Re-Bid Term Contract for Fire Sprinkler, Fire Pump, Kitchen Hood Suppression and Halon 1301 Fire Suppression Inspection for Jefferson County

**BID NUMBER:** IFB 22-041/MR

**DUE BY TIME/DATE:** 1:00 PM CT, Wednesday, August 3, 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:  
**July 13<sup>th</sup> and July 20, 2022**  
Examiner: **July 21, 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 1:00 9m CT, Wednesday, August 3, 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 22, 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/RFP/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

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



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

**Joe Sanchez**

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**From:** Julie Wilson  
**Sent:** Tuesday, August 2, 2022 1:59 PM  
**To:** Joe Sanchez  
**Subject:** SAM.gov

**Advantage Interests, Inc.** ● Active Registration



**Reset MPIN**

Unique Entity ID:  
FMJHUL235R15

Purpose of Registration:  
All Awards

CAGE/NCAGE:  
4ERW2

Physical Address:  
7840 W Little York Rd  
Houston, TX 77040-5310 USA

Kind Regards,  
Julie Wilson  
Accounts Receivable



7840 West Little York Rd.  
Houston, TX 77040  
713-983-7253 Office  
713-983-7292 Fax

[www.advantagefireprotection.com](http://www.advantagefireprotection.com)  
[jwilson@advantagefireprotection.com](mailto:jwilson@advantagefireprotection.com)

# We Accept



### 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> | <b>\$1,000,000</b> |
| <b>Excess Liability</b>                                                | <b>\$1,000,000</b> |

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

**Workers' Compensation**

Statutory Coverage (See Section 9 Below)

**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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/2/2022

95

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

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

|                                                                                                     |                                                          |                       |
|-----------------------------------------------------------------------------------------------------|----------------------------------------------------------|-----------------------|
| <b>PRODUCER</b><br>Brady, Chapman, Holland & Associates<br>10055 West Gulf Bank<br>Houston TX 77040 | <b>CONTACT NAME:</b>                                     |                       |
|                                                                                                     | <b>PHONE (A/C, No, Ext):</b>                             | <b>FAX (A/C, No):</b> |
| <b>INSURED</b><br>Advantage Interests, Inc.<br>7840 W. Little York<br>Houston TX 77040              | <b>E-MAIL ADDRESS:</b> ecerts@bch-insurance.com          |                       |
|                                                                                                     | <b>INSURER(S) AFFORDING COVERAGE</b>                     |                       |
|                                                                                                     | <b>INSURER A:</b> Texas Mutual Insurance Co              |                       |
|                                                                                                     | <b>INSURER B:</b> Liberty Surplus Ins. (AWB)             |                       |
|                                                                                                     | <b>INSURER C:</b> Phoenix Ins Co (Travelers)             |                       |
|                                                                                                     | <b>INSURER D:</b> Navigators Specialty Ins. Co. (AmWINS) |                       |
| <b>INSURER E:</b> Travelers Lloyds Insurance Company                                                |                                                          |                       |
| <b>INSURER F:</b>                                                                                   |                                                          |                       |

**COVERAGES** **CERTIFICATE NUMBER:** 1681875382 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                  | ADDL INSD | SUBR WVD | POLICY NUMBER      | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                          |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|--------------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: |           |          | 100006235509       | 10/1/2021               | 10/1/2022               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| C        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                          |           |          | BA6N5433452128G    | 10/1/2021               | 10/1/2022               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                 |
| D        | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED \$ RETENTION \$                                                                                                                    |           |          | HO21EXC943751IC    | 10/1/2021               | 10/1/2022               | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000<br>\$                                                                                                                                                                                    |
| A        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                             | Y/N<br>N  | N/A      | 0001149968         | 10/1/2021               | 10/1/2022               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                       |
| E        | Leased/Rented Equipment                                                                                                                                                                                                                                                                                            |           |          | QT6602L231804TLC21 | 10/1/2021               | 10/1/2022               | Any one piece of EQ \$100,000                                                                                                                                                                                                                   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The policy includes Blanket additional insured on the general liability per form CG20370704 and CG20100704, on the automobile per form CAT3530215, with a waiver of subrogation on the general liability per form CG24040509, on the automobile per form CAT3530215, and on the workers compensation per form WC420304B, when required by written contract. This insurance is primary and non-contributory as respects general liability per form CGL10310403, and automobile liability per form CAT4990216, when required by written contract. Excess Follows Form as specifically set forth in the terms, conditions or endorsement of the policy per form no. NAV-EXC-001.

|                                                                                                                              |                                                                                                                                                                                                                                |
|------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CERTIFICATE HOLDER</b><br><br>Jefferson County Purchasing Department<br>1149 Pearl Street, 1st Floor<br>Beaumont TX 77701 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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# BIDDER INFORMATION FORM

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

**Bid Number & Name:** IFB 22-041/MR Re-Bid Term Contract for Fire Sprinkler, Fire Pump, Kitchen Hood Suppression and Halon 1301 Fire Suppression Inspection for Jefferson County

**Bidder's Company/Business Name:** Advantage Interests Inc

**Bidder's TAX ID Number:** 30-0115511

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

**Contact Person:** Joe Sanchez **Title:** General Sales Manager

**Phone Number (with area code):** 713-983-7253

**Alternate Phone Number if available (with area code):** 281-409-4491

**Fax Number (with area code):** 713-983-7292

**Email Address:** jsanchez@advantagefireprotection

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

7840 W Little York

Address

HOUSTON, TX 77040

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](mailto:mreeves@co.jefferson.tx.us). Please reference Bid Number: IFB 22-041/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:

**Advantage Interests Inc.**

Company Name

**7840 W Little York**

Address

**Houston Tx 77040**

City

State

Zip

*Joe Sanchez*

Signature of Person Authorized to Sign

**Joe Sanchez**

Printed Name

**General Sales Manager**

Title

For clarification of this offer, contact:

**Joe Sanchez, General Sales Manager**

Name & Title

**713-983-7253 713-983-7292**

Phone

Fax

**jsanchez@advantagefireprotection.com**

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 22-041/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:**

---

**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)                                       | \$ 200     |
| 2    | Semi Annually | Sprinkler Systems (Dry Pipe System Inspection)                                       | \$ 200     |
| 3    | Semi Annually | Cooking Vent Hood Fire Suppression Systems                                           | \$ 175     |
| 4    | Semi Annually | Halon 1301 System                                                                    | \$ 350     |
| 5    | Annually      | Fire Pump Systems (Fire Pump Flow Test to be performed after hours or weekends only) | \$ 546     |
| 6    | Semi Annually | Standpipe Systems                                                                    | \$ 150     |

Total \$ 1621

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

**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: Goose Creek Isd

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

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

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

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

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

**REFERENCE TWO**

Government/Company Name: Katy Isd

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

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

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

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

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

**REFERENCE THREE**

Government/Company Name: Deer Park Isd

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.

**Advantage Interests Inc**

Bidder (Entity Name)

**7840 W Little York**

Street &amp; Mailing Address

**Houston, Tx 77040**

City, State &amp; Zip

**713-983-7253**

Telephone Number

**jsanchez@advantagefireprotection.com**

E-mail Address

*Joe Sanchez*

Signature

**Joe Sanchez**

Print Name

**8/1/2022**

Date Signed

**713-983-7292**

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.

*Joe Sanchez*

Signature of Contractor's Authorized Official

**Joe Sanchez General Sales Manager**

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

**8/1/2022**

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 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <div style="border: 1px solid black; padding: 2px; text-align: center; font-weight: bold;">OFFICE USE ONLY</div> <div style="border: 1px solid black; padding: 2px;">Date Received</div> |                 |
| <p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p> <p style="text-align: center; font-size: 1.2em;">N/A</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: 0.8em;">(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; border-bottom: 1px solid black; margin: 5px 0;">Name of Officer</p> <p style="font-size: 0.8em;">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> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 45%;"> <div style="border-top: 1px solid black; width: 100%;"></div> <p style="font-size: 0.8em;">Signature of vendor doing business with the governmental entity</p> </div> <div style="width: 45%; text-align: right;"> <p style="font-size: 1.2em; margin: 0;">8/1/2022</p> <div style="border-top: 1px solid black; width: 100%;"></div> <p style="font-size: 0.8em; margin: 0;">Date</p> </div> </div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                          |                 |

Adopted 8/7/2015

## REQUIRED FORM

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

## GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

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

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

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

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

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

**Joe Sanchez**

Printed Name of Authorized Representative

  
 Signature

**General Sales Manager**

Title

**8/2/2022**

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: \_\_\_\_\_

**Joe Sanchez**  
Printed Name of Contractor Representative

Joe Sanchez  
Signature of Representative

8/1/2022  
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) SUBCONTRACTING 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.

### HUB Subcontractor Disclosure

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

## 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: no sub used

**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

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): **Joe Sanchez**

Title: **General Sales Manager**

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

Date: 8/1/2022

E-mail address: [jsanchez@advantagefireprotection.com](mailto:jsanchez@advantagefireprotection.com)

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

Name (print or type): **Julie Wilson**

Title: A/R

Date: 8/1/2022

E-mail address: [jwilson@advantagefireprotection.com](mailto:jwilson@advantagefireprotection.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 Advantage Interests Inc [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

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

|                                                                                                               |                                       |
|---------------------------------------------------------------------------------------------------------------|---------------------------------------|
| Taxpayer Identification Number (T.I.N.):                                                                      | 30-0115511                            |
| Company Name submitting bid/proposal:                                                                         | Advantage Interests Inc               |
| Mailing address:                                                                                              | 7840 W Little York, Houston, Tx 77040 |
| 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, Joe Sanchez, the undersigned representative of (company or business name) Advantage Interests 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 2270.002, 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.

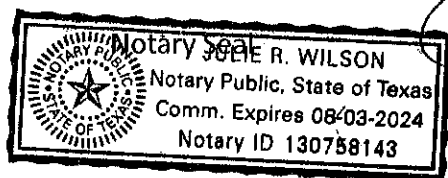
Joe Sanchez  
Signature of Company Representative

8/1/2022  
Date

On this 1 day of 8, 2022, personally appeared

Julie Wilson

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



Julie Wilson  
Notary Signature

8/1/2022  
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.

**Advantage interests Inc**

\_\_\_\_\_  
**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 Texas COUNTY OF Harris

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

on this day personally appeared Joe Sanchez, who  
(name)

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

"I, Joe Sanchez am a duly authorized officer of/agent  
(name)

for Advantage Interests Inc and have been duly authorized to execute the  
(name of firm)

foregoing on behalf of the said Advantage Interests Inc  
(name of firm)

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

Name and address of Bidder: Advantage Interests Inc

7840 W Little York , Houston, Tx 77040

Fax: 713-983-7253

Telephone# 713-983-7293

by: Joe Sanchez

(print name)

Title: General Sales Manager

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

SUBSCRIBED AND SWORN to before me by the above-named

Julie Wilson

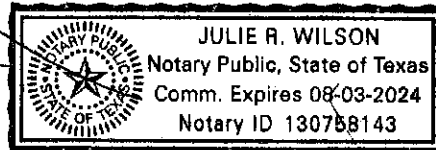
on

this the 1 day of 8, 2021.

**REQUIRED FORM**

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

Julie Wilson  
Notary Public in and for  
the State of Texas





# 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

July 12, 2022

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid IFB 22-041/MR Re-Bid 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 Commissioners' Courtroom (4th 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:** Re-Bid Term Contract for Fire Sprinkler, Fire Pump, Kitchen Hood Suppression and Halon 1301 Fire Suppression Inspection for Jefferson County

**BID NUMBER:** IFB 22-041/MR

**DUE BY TIME/DATE:** 1:00 PM CT, Wednesday, August 3, 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:  
**July 13<sup>th</sup> and July 20, 2022**  
Examiner: **July 21, 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 the right to contact any Bidder, at any time, to clarify, verify or requirement information with regard to this bid.

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

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

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

#### **3.2 INVOICES.**

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

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

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

#### **3.4 FUNDING.**

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



#### **4. CONTRACT.**

##### **4.1 CONTRACT DEFINITION.**

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

##### **4.2 CHANGE ORDER.**

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

##### **4.3 PRICE RE-DETERMINATION.**

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

##### **4.4 TERMINATION.**

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

##### **4.5 CONFLICT OF INTEREST.**

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

##### **4.6 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 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or non-profit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

### **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.

**"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 1:00 9m CT, Wednesday, August 3, 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):**

|                        |                             |                   |
|------------------------|-----------------------------|-------------------|
| 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. 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 22, 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/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.

#### 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><br><br><div style="font-size: 2em; transform: rotate(-45deg); opacity: 0.5; position: absolute; top: 50%; left: 50%;">             Must file online at <a href="http://www.ethics.state.tx.us/File">www.ethics.state.tx.us/File</a> </div>                                                                                                                                                                                                                                                                                                                                                                                     |  |             |              |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <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                                                                                                                                                                                                                                                                                                                                                                                                                    |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |             |              |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <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/RFP/RFPA/AGREEMENT/CONTRACT NUMBER OR DESCRIPTION HERE                                                                                                                                                                                                                                                                                   |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |             |              |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <b>4</b><br>Name of Interested Party                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |              | City, State, Country<br>(place of business)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |             |              |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| ADD NAME OF BUSINESS OWNER(S) HERE. MUST LIST ANY PERSON THAT DOES NOT WORK FOR THE BUSINESS (AS LISTED ON ITEM NO. 1 OF THIS FORM) THAT WILL PROFIT FROM THE BID/CONTRACT/PO.                                                                                                                                                                                                                                                                                                                                                                                                           |              | <b>Nature of Interest (check applicable)</b><br><table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%; padding: 2px;">Controlling</th> <th style="width: 50%; padding: 2px;">Intermediary</th> </tr> </thead> <tbody> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> </tbody> </table> |  | Controlling | Intermediary |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Controlling                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Intermediary |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |             |              |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| <b>5</b><br>Check only if there is NO Interested Party. <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |              | <b>ONLY CHECK IF NO CONTROLLING OR INTERMEDIARY PARTY</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |             |              |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <b>6 UNSWORN DECLARATION MUST COMPLETE THIS SECTION IN ITS ENTIRETY.</b><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><div style="text-align: right; margin-top: 20px;">             _____<br/>             Signature of authorized agent of contracting business entity<br/>             (Declarant)           </div> |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |             |              |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <b>ADD ADDITIONAL PAGES AS NECESSARY</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |             |              |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

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.**



# 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**

Certificate Number:  
2022-912612

Date Filed:  
07/20/2022

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Summit Fire & Security  
Lufkin, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Jefferson County

**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.**

IFB22-041-MR  
Fire Sprinkler, Fire Pump, Kitchen Hood Suppression, and Halon 1301 Fire Suppression Inspections

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest<br>(check applicable) |              |
|---|--------------------------|------------------------------------------|------------------------------------------|--------------|
|   |                          |                                          | Controlling                              | Intermediary |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
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|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |

**5 Check only if there is NO Interested Party.**


**6 UNSWORN DECLARATION**

My name is CHARLES PARHAM, and my date of birth is 11-08-1971.

My address is 900 Whitehouse Dr, Lufkin, TX, 75901, USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in ANGELINA County, State of TX, on the 21 day of 07, 2022.  
(month) (year)

Charles Parham  
Signature of authorized agent of contracting business entity  
(Declarant)

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

**Summit Fire & Security LLC** ● Active Registration

Unique Entity ID:  
**YDE8SN6MMED9**

CAGE/NCAGE:  
**8FYJ8**

Purpose of Registration:  
**All Awards**

Physical Address:  
**2500 Lexington Ave S  
Mendota Heights, MN 55120-1260 USA**

*Expiration Date*

**Mar 7, 2023**

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

#### 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> | <b>\$1,000,000</b> |
| <b>Excess Liability</b>                                                | <b>\$1,000,000</b> |

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

Improvements &amp; 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.



# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
05/02/2022

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

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

| <b>PRODUCER</b><br>Brown & Brown Inc.<br><br>80 South 8th Street<br>Suite 700<br>Minneapolis, MN 55402<br><br><b>INSURED</b><br>SFP Holding, Inc.<br>Summit Fire & Security LLC<br>1025 Telegraph St.<br><br>Reno, NV 89502 | 1-612-333-3323 | <b>CONTACT NAME:</b> Melody Kronbach or Dawn Heinemann<br><b>PHONE (A/C, No, Ext):</b> 612-333-3323 <b>FAX (A/C, No):</b><br><b>E-MAIL ADDRESS:</b> SFPHolding@bbrown.com<br><table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: GREENWICH INS CO</td> <td>22322</td> </tr> <tr> <td>INSURER B: STARR IND &amp; LIAB CO</td> <td>38318</td> </tr> <tr> <td>INSURER C: EVANSTON INS CO</td> <td>35378</td> </tr> <tr> <td>INSURER D: XL SPECIALTY INS CO</td> <td>37885</td> </tr> <tr> <td>INSURER E: THE BUILDERS GROUP</td> <td></td> </tr> <tr> <td>INSURER F: INDIAN HARBOR INS CO</td> <td>36940</td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: GREENWICH INS CO | 22322 | INSURER B: STARR IND & LIAB CO | 38318 | INSURER C: EVANSTON INS CO | 35378 | INSURER D: XL SPECIALTY INS CO | 37885 | INSURER E: THE BUILDERS GROUP |  | INSURER F: INDIAN HARBOR INS CO | 36940 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------|-----------------------------|-------|--------------------------------|-------|----------------------------|-------|--------------------------------|-------|-------------------------------|--|---------------------------------|-------|
| INSURER(S) AFFORDING COVERAGE                                                                                                                                                                                               | NAIC #         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                               |        |                             |       |                                |       |                            |       |                                |       |                               |  |                                 |       |
| INSURER A: GREENWICH INS CO                                                                                                                                                                                                 | 22322          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                               |        |                             |       |                                |       |                            |       |                                |       |                               |  |                                 |       |
| INSURER B: STARR IND & LIAB CO                                                                                                                                                                                              | 38318          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                               |        |                             |       |                                |       |                            |       |                                |       |                               |  |                                 |       |
| INSURER C: EVANSTON INS CO                                                                                                                                                                                                  | 35378          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                               |        |                             |       |                                |       |                            |       |                                |       |                               |  |                                 |       |
| INSURER D: XL SPECIALTY INS CO                                                                                                                                                                                              | 37885          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                               |        |                             |       |                                |       |                            |       |                                |       |                               |  |                                 |       |
| INSURER E: THE BUILDERS GROUP                                                                                                                                                                                               |                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                               |        |                             |       |                                |       |                            |       |                                |       |                               |  |                                 |       |
| INSURER F: INDIAN HARBOR INS CO                                                                                                                                                                                             | 36940          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                               |        |                             |       |                                |       |                            |       |                                |       |                               |  |                                 |       |

**COVERAGES**
**CERTIFICATE NUMBER:** 65336618

**REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                     | ADDL INSD | SUBR WVD | POLICY NUMBER       | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                            |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------------|-------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> SIR: \$250,000<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | X         | X        | CGE7429007          | 05/01/22                | 05/01/23                | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 4,000,000<br>PRODUCTS - COMP/OP AGG \$ 4,000,000<br>\$ |
| A        | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                                                                           | X         | X        | CAH7429008          | 05/01/22                | 05/01/23                | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                   |
| B        | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$                                                                                                                        | X         | X        | 1000585091221       | 05/01/22                | 05/01/23                | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000<br>\$                                                                                                                                                                                      |
| C        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY                                                                                                                                                                                                                                                                                                                         |           | X        | 3FA5352 (E.L. - MN) | 05/01/22                | 05/01/23                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER                                                                                                                                                                   |
| D        | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                                                                                                                                                                                                                                                                                           |           | X        | CWG7429006 (AOS)    | 05/01/22                | 05/01/23                | E.L. EACH ACCIDENT \$ 1,000,000                                                                                                                                                                                                                   |
| E        | If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                                                                                                                                                                |           | X        | 130001518 (WC-MN)   | 05/01/22                | 05/01/23                | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                                                                                                                                               |
| F        | Professional Liability                                                                                                                                                                                                                                                                                                                                                |           |          | CBO744689206        | 05/01/22                | 05/01/23                | Per Claim/Agg 2M/2M                                                                                                                                                                                                                               |
| F        | Pollution Liability                                                                                                                                                                                                                                                                                                                                                   |           |          | CBO744689206        | 05/01/22                | 05/01/23                | Occ/Agg 1M/2M                                                                                                                                                                                                                                     |

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

RE: ALL Projects/Work Performed by the Named Insured.

General liability, Automobile liability and Excess liability policies include Additional Insured and Primary and Non-contributory coverage when there is a written contract in place that requires this coverage. General liability, Automobile liability and Excess liability and Workers Compensation policies include Waiver of Subrogation coverage when there is a written contract in place that requires this coverage. All coverages apply where applicable by law and subject to the policy(s) terms, conditions and exclusions.

**CERTIFICATE HOLDER**

05-0100

Evidence of Insurance

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



# BIDDER INFORMATION FORM

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

**Bid Number & Name:** IFB 22-041/MR Re-Bid Term Contract for Fire Sprinkler, Fire Pump, Kitchen Hood Suppression and Halon 1301 Fire Suppression Inspection for Jefferson County

**Bidder's Company/Business Name:** Summit Fire & Security LLC

**Bidder's TAX ID Number:** 83-1319508

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

**Contact Person:** Charles Parham **Title:** Manager

**Phone Number (with area code):** 936-632-7111

**Alternate Phone Number if available (with area code):** 936-635-0295

**Fax Number (with area code):** 936-639-6130

**Email Address:** C.parham@summitfiresecurity.com

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

2218 Atkinson Dr.

**Address:** Lufkin, TX. 75901

**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](mailto:mreeves@co.jefferson.tx.us). Please reference Bid Number: IFB 22-041/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:

Summit Fire + Security, LLC

Company Name

For clarification of this offer, contact:

2218 Atkinson Dr.

Address

Charles Parham, Manager

Name & Title

Lufkin TX 75901

City

State

Zip

936-632-7111 936-639-6130

Phone

Fax

Charles Parham

Signature of Person Authorized to Sign

cparham@summitfiresecurity.com

E-mail

Charles Parham

Printed Name

Manager

Title

**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 22-041/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:**

---

**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)                                       | \$ 200.00  |
| 2    | Semi Annually | Sprinkler Systems (Dry Pipe System Inspection)                                       | \$ 200.00  |
| 3    | Semi Annually | Cooking Vent Hood Fire Suppression Systems                                           | \$ 109.25  |
| 4    | Semi Annually | Halon 1301 System                                                                    | \$ 200.00  |
| 5    | Annually      | Fire Pump Systems (Fire Pump Flow Test to be performed after hours or weekends only) | \$ 995.00  |
| 6    | Semi Annually | Standpipe Systems                                                                    | \$ 185.00  |

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

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

**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.**



**Registered Location(s):**  
2218 Atkinson Drive  
Lufkin TX 75901

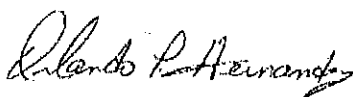
Registration Number  
**SCR-G-2447785**  
Expiration Date: 09-17-2022  
EFFECTIVE DATE: 09-17-2019

**FIRE SPRINKLER CERTIFICATE OF REGISTRATION-GENERAL**



**Issued To:**  
Summit Fire & Security LLC

DATE ISSUED: November 12, 2020

  
Orlando P. Hernandez, State Fire Marshal F0811119

**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: Orange County

Address: 123 S. 6th Street Orange, TX. 77630

Contact Person and Title: Cindy Sparkman

Phone: 409-882-7851 Fax: \_\_\_\_\_

Email Address: CSparkman@co.orange.tx.us Contract Period: \_\_\_\_\_

Scope of Work: Fire Sprinkler; Fire Pump; Kitchen Hood Suppression; Extinguishers

**REFERENCE TWO**

Government/Company Name: City of Lufkin

Address: P.O. Box 190 Lufkin, TX. 75902

Contact Person and Title: Calvin Toups

Phone: 936-465-3128 Fax: \_\_\_\_\_

Email Address: ctoups@cityoflufkin.com Contract Period: \_\_\_\_\_

Scope of Work: Fire Alarm; Extinguishers; Kitchen Hood Suppression

**REFERENCE THREE**

Government/Company Name: Angelina College

Address: P.O. Box 1768 Lufkin, TX. 75902

Contact Person and Title: Steve Capps

Phone: 936-635-0130 Fax: \_\_\_\_\_

Email Address: SCapps@angelina.edu Contract Period: \_\_\_\_\_

Scope of Work: Fire Alarm; Extinguishers; Kitchen Hood Suppression

## 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.

Summa Fire & Security LLC  
Bidder (Entity Name)

2218 Atkinson Dr.  
Street & Mailing Address

Lufkin, Tx. 75901  
City, State & Zip

936-632-7111  
Telephone Number

cparham@summafiresecurity.com  
E-mail Address

Charles Parham  
Signature

Charles Parham  
Print Name

7-21-22  
Date Signed

936-639-6130  
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.

*Charles Farham*

Signature of Contractor's Authorized Official

*Charles Farham, Manager*

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

*7-21-22*

Date

### REQUIRED FORM

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

## CONFLICT OF INTEREST QUESTIONNAIRE

| <b>CONFLICT OF INTEREST QUESTIONNAIRE</b><br><b>For vendor doing business with local governmental entity</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>FORM CIQ</b>                             |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|
| <p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>OFFICE USE ONLY</b><br><br>Date Received |
| 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>Name of vendor who has a business relationship with local governmental entity.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                             |
| 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b><br><br>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                             |
| 3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>Name of local government officer about whom the information in this section is being disclosed.</b><br><br><div style="text-align: center; margin-bottom: 10px;">           _____<br/>           Name of Officer         </div> <p>This section (item 3 including subparts A, B, C, &amp; D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <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> |                                             |
| 4                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;"> <br/>           _____<br/>           Signature of vendor doing business with the governmental entity         </div> <div style="text-align: center;">           7-21-22<br/>           _____<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. 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> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <div style="border: 1px solid black; padding: 2px;"><b>OFFICE USE ONLY</b></div> <div style="border: 1px solid black; padding: 2px; height: 100px;"> Date Received </div> |
| <b>1</b>                                                                                                                                                                                                                                                                                                                                                                             | <b>Name of Local Government Officer</b><br><br>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                           |
| <b>2</b>                                                                                                                                                                                                                                                                                                                                                                             | <b>Office Held</b><br><br>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                           |
| <b>3</b>                                                                                                                                                                                                                                                                                                                                                                             | <b>Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</b><br><br>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                           |
| <b>4</b>                                                                                                                                                                                                                                                                                                                                                                             | <b>Description of the nature and extent of employment or other business relationship with vendor named in item 3</b><br><br>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                           |
| <b>5</b>                                                                                                                                                                                                                                                                                                                                                                             | <b>List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</b><br><br><div style="display: flex; justify-content: space-between;"> Date Gift Accepted _____ Description of Gift _____ </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> Date Gift Accepted _____ Description of Gift _____ </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> Date Gift Accepted _____ Description of Gift _____ </div> <p style="text-align: center; margin-top: 10px;">(attach additional forms as necessary)</p>                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                           |
| <b>6</b>                                                                                                                                                                                                                                                                                                                                                                             | <b>AFFIDAVIT</b><br><br><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> <div style="text-align: right; margin-top: 20px;"> _____<br/> Signature of Local Government Officer </div> <p style="margin-top: 20px;"><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> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div>_____<br/><small>Signature of officer administering oath</small></div> <div>_____<br/><small>Printed name of officer administering oath</small></div> <div>_____<br/><small>Title of officer administering oath</small></div> </div> |                                                                                                                                                                           |

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.** *→ NOT USING SUB CONTRACTORS -*

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.

*Charles Parham*

Printed Name of Authorized Representative

*Charles Parham*

Signature

*Manager*

Title

*7-21-22*

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 &amp; 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): \_\_\_\_\_

|                                     |           |                                      |          |
|-------------------------------------|-----------|--------------------------------------|----------|
| <b>Proposed Subcontract Amount:</b> | <b>\$</b> | <b>Percentage of Prime Contract:</b> | <b>%</b> |
|-------------------------------------|-----------|--------------------------------------|----------|

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.



☐ 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): \_\_\_\_\_

|                                     |           |                                      |          |
|-------------------------------------|-----------|--------------------------------------|----------|
| <b>Proposed Subcontract Amount:</b> | <b>\$</b> | <b>Percentage of Prime Contract:</b> | <b>%</b> |
|-------------------------------------|-----------|--------------------------------------|----------|

**Description of Subcontract Work to be Performed:**

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

## HUB Subcontractor Disclosure

Description of Subcontract Work to be Performed:

Description of Subcontract Work to be Performed:

## 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: NOT USING SUB CONTRACTORS

**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):

|                                     |           |                                      |          |
|-------------------------------------|-----------|--------------------------------------|----------|
| <b>Proposed Subcontract Amount:</b> | <b>\$</b> | <b>Percentage of Prime Contract:</b> | <b>%</b> |
|-------------------------------------|-----------|--------------------------------------|----------|

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): \_\_\_\_\_

|                                     |           |                                      |          |
|-------------------------------------|-----------|--------------------------------------|----------|
| <b>Proposed Subcontract Amount:</b> | <b>\$</b> | <b>Percentage of Prime Contract:</b> | <b>%</b> |
|-------------------------------------|-----------|--------------------------------------|----------|

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 Summa Fire + Security LLC [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

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

|                                                                                                               |                                     |
|---------------------------------------------------------------------------------------------------------------|-------------------------------------|
| Taxpayer Identification Number (T.I.N.):                                                                      | 83-1319508                          |
| Company Name submitting bid/proposal:                                                                         | Summa Fire + Security LLC           |
| Mailing address:                                                                                              | 2218 Atkinson Dr. Lufkin, Tx. 75901 |
| If you are an individual, list the names and addresses of any partnership of which you are a general partner: |                                     |
|                                                                                                               |                                     |

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

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

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

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

#### REQUIRED FORM

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

## HOUSE BILL 89 VERIFICATION

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

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

**Pursuant to Section 2270.002, 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.

Charles Parham

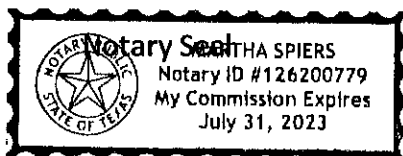
Signature of Company Representative

7-21-22

Date

On this 21<sup>st</sup> day of July, 2022, personally appeared

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



Martha Spiers  
Notary Signature

7-21-22

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 Texas COUNTY OF Angelina

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

on this day personally appeared Charles Parham, who  
(name)

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

"I, Charles Parham am a duly authorized officer of/agent  
(name)

for Summa Fire + Security LLC and have been duly authorized to execute the  
(name of firm)

foregoing on behalf of the said Summa Fire + Security LLC.  
(name of firm)

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

Name and address of Bidder: Summa Fire + Security LLC  
2218 Atkinson Dr. Lufkin, Tx. 75901

Fax: 936-639-6130 Telephone# 936-632-7111

by: Charles Parham Title: Manager  
(print name)

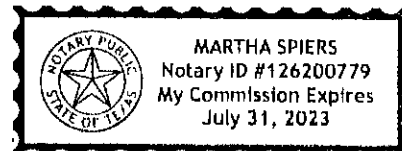
Signature: Charles Parham

SUBSCRIBED AND SWORN to before me by the above-named

Charles Parham on

this the 21<sup>st</sup> day of July, 2022.

Martha Spiers  
Notary Public in and for  
the State of Texas



## REQUIRED FORM

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




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

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

OFFICE MAIN: (409) 835-8593

FAX: (409) 835-8456

**LEGAL NOTICE**
**Advertisement for Invitation for Bids**

July 19, 2022

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 22-040/MR) Termite Treatment for Jefferson County**. Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/> or by calling 409-835-8593.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom (4th 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:** Termite Treatment for Jefferson County  
**BID NUMBER:** IFB 22-040/MR  
**DUE BY TIME/DATE:** 11:00 AM CT, Wednesday, August 10, 2022  
**MAIL OR DELIVER TO:** Jefferson County Purchasing Department  
 1149 Pearl Street, 1<sup>st</sup> Floor  
 Beaumont, Texas 77701

There will be a **Pre-Bid Conference and Walk-Through** at 2:00 PM CT on **Thursday, July 28, 2022**, at Jefferson County Courthouse Maintenance Department, 1149 Pearl Street Basement, Beaumont, TX 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.

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

Bidders are strongly encouraged to carefully read the entire invitation, as failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Deborah L. Clark, Purchasing Agent  
 Jefferson County, Texas

**PUBLISH:**

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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 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 the right to contact any Bidder, at any time, to clarify, verify or requirement information with regard to this bid.

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

### **3.1 PURCHASE ORDERS.**

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

### **3.2 INVOICES.**

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

### **3.3 PROMPT PAYMENT.**

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

### **3.4 FUNDING.**

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

## **4. CONTRACT.**

### **4.1 CONTRACT DEFINITION.**

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

### **4.2 CHANGE ORDER.**

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

#### **4.3 PRICE RE-DETERMINATION.**

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

#### **4.4 TERMINATION.**

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

#### **4.5 CONFLICT OF INTEREST.**

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

#### **4.6 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 IFB 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 IFB, 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 IFB 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 FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS**  
**REQUIRED BY 2 C.F.R. §200.326 APPENDIX II TO 2 CFR §200**

(REVISED JUNE 2022)

**REMEDIES**

(For all awarded contracts with a value greater than \$150,000.00)

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. Any violation or breach of terms of this contract of the Contractor or the Contractor's sub-contractors will be subject to the remedies, including liquidated damages, described in the bid specifications or Request for Proposal and the Client rules and regulations and special conditions which are incorporated herein by reference in their entirety.

**TERMINATION FOR CAUSE AND CONVENIENCE**

(For all awarded contracts with a value greater than \$10,000.00)

The Client reserves the right to terminate this contract for cause or convenience pursuant to the rules and regulations and special conditions which are incorporated herein by reference in their entirety.

**EQUAL EMPLOYMENT OPPORTUNITY**

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3) **Contractor must complete enclosed certification**

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

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 subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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.

## **DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT**

(The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit 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.

### **1. *Minimum wages.***

- i. All laborers and mechanics employed or working upon the site of the work ( or under the United States Housing Act of 193 7 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account ( except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits ( or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage dete1mination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1 (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(l)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)( 4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(l)(ii) of this section) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- ii. (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- 1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- 2) The classification is utilized in the area by the construction industry; and
- 3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate

(including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(i)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

- i. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- ii. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## **2. Withholding.**

The Federal Agency and/or Client shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## **3. Payrolls and basic records.**

- i. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(i)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- ii. (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for



transmission to the federal agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- 1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a) (3) (ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a) (3) (i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- 2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- 3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

- i. The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the federal agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. **Apprentices and trainees.**

- i. **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- ii. **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- iii. **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

**5. Compliance with Copeland Act requirements.**

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.**

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (l) through (10) 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 the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.**

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.**

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. 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.

**10. Disputes concerning labor standards.**

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**11. Certification of eligibility.**

- 1) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(l).
- 2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(l).
- 3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

(For all awarded contracts related to "mechanics and laborers" with a value greater than \$100,000.00)

- 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.** The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- 4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

#### **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

(This requirement **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." If FEMA federal award meets definition of "funding agreement" under 37 CFR §401.2(a), for all awarded contracts related to experimental, developmental, or research work type contracts)

##### **(a) Definitions**

- (1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of *et seq.*
- (2) *Subject invention* means any invention of the *contractor* conceived or first actually reduced to practice in the performance of work under this *contract*, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401 (d)) must also occur during the period of *contract* performance.
- (3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.
- (4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.
- (5) *Small Business Firm* means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.
- (6) *Nonprofit Organization* means a university or other institution of higher education or an organization of the type described in section 501 (c) (3) of the Internal Revenue Code of 1954 (26 U.S.C.

501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights

The *Contractor* may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the *Contractor* retains title, the Federal government shall have a nonexclusive, non-transferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by *Contractor*

- (1) The *contractor* will disclose each subject invention to the *Federal Agency* within two months after the inventor discloses it in writing to *contractor* personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the *contract* under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the *agency*, the *Contractor* will promptly notify the *agency* of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the *contractor*.
- (2) The *Contractor* will elect in writing whether or not to retain title to any such invention by notifying the *Federal agency* within two years of disclosure to the *Federal agency*. However, in any case where publication, on sale or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the *agency* to a date that is no more than 60 days prior to the end of the statutory period.
- (3) The *contractor* will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The *contractor* will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.
- (4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the *agency*, be granted.

(d) Conditions When the Government May Obtain Title

The *contractor* will convey to the *Federal agency*, upon written request, title to any subject invention-

- (1) If the *contractor* fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the *agency* may only request title within 60 days after learning of the failure of the *contractor* to disclose or elect within the specified times.
- (2) In those countries in which the *contractor* fails to file patent applications within the times specified in (c) above; provided, however, that if the *contractor* has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the *Federal agency*, the *contractor* shall continue to retain title in that country.
- (3) In any country in which the *contractor* decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to *Contractor* and Protection of the *Contractor* Right to File

- (1) The *contractor* will retain a nonexclusive royalty-free license throughout the world in each subject

invention to which the Government obtains title, except if the *contractor* fails to disclose the invention within the times specified in (c), above. The *contractor's* license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the *contractor* is a party and includes the right to grant sublicenses of the same scope to the extent the *contractor* was legally obligated to do so at the time the *contract* was awarded. The license is transferable only with the approval of the *Federal* to which the invention pertains.

- (2) The *contractor's* domestic license may be revoked or modified by the *funding Federal agency* to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and *agency* licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the *contractor* has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the *funding Federal agency* to the extent the *contractor*, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.
- (3) Before revocation or modification of the license, the *funding Federal agency* will furnish the *contractor* a written notice of its intention to revoke or modify the license, and the *contractor* will be allowed thirty days (or such other time as may be authorized by the *funding Federal agency* for good cause shown by the *contractor*) after the notice to show cause why the license should not be revoked or modified. The *contractor* has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and *agency* regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) *Contractor Action to Protect the Government's Interest*

- (1) The *contractor* agrees to execute or to have executed and promptly deliver to the *Federal agency* all instruments necessary to
  - (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the *contractor* elects to retain title, and
  - (ii) convey title to the *Federal agency* when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.
- (2) The *contractor* agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the *contractor* each subject invention made under *contract* in order that the *contractor* can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c) (i), above. The *contractor* shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.
- (3) The *contractor* will notify the *Federal agency* of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.
- (4) The *contractor* agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the *contract*) awarded by (identify the *Federal agency*).

(5) The government has certain rights in the invention."

(g) Subcontracts

- (1) The *contractor* will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work. The subcontractor will retain all rights provided for the *contractor* in this clause, and the *contractor* will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.
- (2) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the *agency*, subcontractor, and the *contractor* agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (i) of this clause.

(h) Reporting on Utilization of Subject Inventions

The *Contractor* agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the *contractor* or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the *agency* may reasonably specify. The *contractor* also agrees to provide additional reports as may be requested by the *agency* in connection with any march-in proceeding undertaken by the *agency* in accordance with paragraph (i) of this clause. As required by 35 U.S.C. 202(c) (5), the *agency* agrees it will not disclose such information to persons outside the government without permission of the *contractor*.

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the *contractor* agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the *Federal agency* upon a showing by the *contractor* or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The *contractor* agrees that with respect to any subject invention in which it has acquired title, the *Federal agency* has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the *agency* to require the *contractor*, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the *contractor*, assignee, or exclusive licensee refuses such a request the *Federal agency* has the right to grant such a license itself if the *Federal agency* determines that:

- (1) Such action is necessary because the *contractor* or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
- (2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the *contractor*, assignee or their licensees;
- (3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the *contractor*, assignee or licensees; or
- (4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for Contracts with Nonprofit Organizations

If the *contractor* is a nonprofit organization, it agrees that:

- (1) Rights to a subject invention in the United States may not be assigned without the approval of the *Federal agency*, except where such assignment is made to an organization which has as

one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the *contractor*;

- (2) The *contractor* will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;
- (3) The balance of any royalties or income earned by the *contractor* with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and
- (4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the *contractor* determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the *contractor* is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the *contractor*. However, the *contractor* agrees that the Secretary applicants, and the *contractor* will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the *contractor* could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication

Any communications to be given hereunder by either party to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested, as follows: (Contractor's Mailing Address):

301 S. Adams Street

Beeville, Texas 78102

Written notices hereunder delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated five (5) days after deposit in the mail, post prepaid, certified, in accordance with this Paragraph.

**CLEAN AIR ACT**

(For all awarded contracts with a value greater than \$150,000.00)

- (m) 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.
- (n) The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) 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.
- (o) 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**

(For all awarded contracts with a value greater than \$150,000.00)

- (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 the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the



appropriate Environmental Protection Agency Regional Office.

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

**DEBARMENT AND SUSPENSION** ***Contractor must complete enclosed certification***

- (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 Client. 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 (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**BYRD ANTI-LOBBYING AMENDMENT**

(For all awarded contracts with a value greater than \$100,000.00.) ***Contractor must complete enclosed certification***

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.

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress 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 federally 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 contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) Contractor will include language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000.00 shall certify and disclose accordingly.

### **PROCUREMENT OF RECOVERED MATERIALS**

(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.)

- (1) 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:
  - a) Competitively within a timeframe providing for compliance with the contract performance schedule;
  - b) Meeting contract performance requirements; or
  - c) At a reasonable price.
- (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines website, <http://www.epa.gov/cpg/>.  
The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the "Solid Waste Disposal Act."

### **ACCESS TO RECORDS**

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide the Client, 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 his authorized 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 Client 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.

### **CHANGES**

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.

FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

### **DHS SEAL, LOGO, AND FLAGS**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

### **COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

### **NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

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.

### **PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES**

2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, prohibits the Contractor from using equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

### **DOMESTIC PREFERENCES FOR PROCUREMENTS**

As appropriate and to the extent consistent with law, the Contractor agrees, to the greatest extent practicable, prefer the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

### **AFFIRMATIVE SOCIOECONOMIC STEPS**

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

### **COPYRIGHT AND DATA RIGHTS**

"License and Delivery of Works Subject to Copyright and Data Rights"

The Contractor grants to the Client a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Client or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Client data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Client."

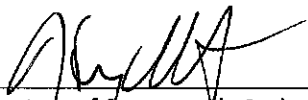
## BYRD ANTI-LOBBYING CERTIFICATION

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



Signature of Contractor's Authorized Official

Henry Garrett                      Owner

Name and Title of Contractor's Authorized Official

August 9, 2022

Date

### REQUIRED FORM

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

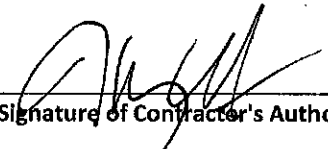
## DEBARMENT/SUSPENSION CERTIFICATION

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 (No procurement Debarment and Suspension).

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

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: [www.sam.gov](http://www.sam.gov) and <https://acquisition.gov/far/index.html> see section 52.209-6.

The Contractor G & G Pest Control certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

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

Henry Garrett                      Owner

\_\_\_\_\_  
 Name and Title of Contractor's Authorized Official

August 9, 2022

\_\_\_\_\_  
 Date

**REQUIRED FORM**

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

## CIVIL RIGHTS COMPLIANCE PROVISIONS

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### 1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

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 nondiscrimination clause.
- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive 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 noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order 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 subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

### CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

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.



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

Henry Garrett

Owner

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

August 9, 2022

\_\_\_\_\_  
Date

#### REQUIRED FORM

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

### 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 1:00 pm CT, Wednesday, August 3, 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.**

There will be a Pre-Proposal Conference on Thursday, July 28, 2022, at 2:00 PM CT, at Jefferson County Courthouse Maintenance Department, 1149 Pearl St. Basement, Beaumont, TX 77701.

**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, **August 27, 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/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.

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

(IFB 22-040/MR) Termite Treatment for Jefferson County

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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 35**.

**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

| CERTIFICATE OF INTERESTED PARTIES                                                                                                                                                                                                                                            |  | FORM 1295                                                                                                           |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------|--|
| <b>Complete Nos. 1 - 4 and 6 if there are interested parties.</b><br><b>Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.</b>                                                                                                                              |  | <b>OFFICE USE ONLY</b><br><br><b>Must file online at www.ethics.state.tx.us/File</b>                                |  |
| 1 Name of business entity filing form, and the city, state and country of the business entity's place of business.<br><b>**YOUR FIRM NAME HERE**</b>                                                                                                                         |  |                                                                                                                     |  |
| 2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.<br><b>**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.<br><b>**BID/CONTRACT/PO NUMBER GOES HERE**</b> |  |                                                                                                                     |  |
| 4<br>Name of Interested Party                                                                                                                                                                                                                                                |  | City, State, Country (place of business)                                                                            |  |
|                                                                                                                                                                                                                                                                              |  | Nature of Interest (check applicable)<br><input type="checkbox"/> Controlling <input type="checkbox"/> Intermediary |  |
| <b>**NAME OF PERSON/PERSONS THAT OWN BUSINESS GOES HERE. MUST LIST ANY PERSON THAT DOES NOT WORK FOR THE COMPANY LISTED IN #1 THAT WILL PROFIT FROM THE BID/CONTRACT/PO**</b>                                                                                                |  |                                                                                                                     |  |
|                                                                                                                                                                                                                                                                              |  |                                                                                                                     |  |
|                                                                                                                                                                                                                                                                              |  |                                                                                                                     |  |
|                                                                                                                                                                                                                                                                              |  |                                                                                                                     |  |
|                                                                                                                                                                                                                                                                              |  |                                                                                                                     |  |
| 5 Check only if there is no Interested Party.                                                                                                                                                                                                                                |  | <input type="checkbox"/> <b>ONLY CHECK IF NO CONTROLLING OR INTERMEDIARY PARTY**</b>                                |  |
| 6 UNSWORN DECLARATION                                                                                                                                                                                                                                                        |  | Vendor is to complete #6 - Unsworn Declaration                                                                      |  |
| 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)                                                                                                                                                                               |  |                                                                                                                     |  |
| Signature of authorized agent of contracting business entity (Declarant)                                                                                                                                                                                                     |  |                                                                                                                     |  |
| <b>ADD ADDITIONAL PAGES AS NECESSARY</b>                                                                                                                                                                                                                                     |  |                                                                                                                     |  |

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

**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.**

G & G Pest Control  
 Beeville, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Jefferson County Purchasing Department

**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.**

IFB 16-003/YS  
 Termite Control

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest<br>(check applicable) |              |
|---|--------------------------|------------------------------------------|------------------------------------------|--------------|
|   |                          |                                          | Controlling                              | Intermediary |
|   | G & G Pest Control       | Beeville, TX United States               | X                                        |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |

**5 Check only if there is NO Interested Party.**

☐
**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_  
 (street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
 (month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)

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

**CONFIRMATION: Registration Submitted for HENRY GARRETT / M2DDBCZ6JE28 / 6P7Z4 in the U.S. Government's System for Award Management (SAM)**

From: donotreply@sam.gov

To: gandgpestcontrol@sbcglobal.net

Date: Tuesday, August 9, 2022 at 02:04 PM CDT

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

Dear Henry Garrett,

You successfully submitted the entity registration for HENRY GARRETT / M2DDBCZ6JE28 / 6P7Z4 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,  
The System for Award Management (SAM) Administrator  
<https://sam.gov>



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

#### 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> | <b>\$1,000,000</b> |
| <b>Excess Liability</b>                                                | <b>\$1,000,000</b> |

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects  
 Installation Floater Policy: Improvements/Alterations to Existing Structure

## Workers' Compensation

Statutory Coverage (See Section 9 Below)

### 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 22-040/MR) Termite Treatment for Jefferson County

**Bidder's Company/Business Name:** G & G Pest Control

**Bidder's TAX ID Number:** 74-2656376

**If Applicable:** HUB Vendor No. 1742656376 DBE Vendor No. \_\_\_\_\_

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

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

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

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

**Email Address:** gandgpestcontrol@sbcglobal.net

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

301 S. Adams St.

Address

Beeville, Texas 78102

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](mailto:mreeves@co.jefferson.tx.us). Please reference Bid Number: IFB 22-040/MR.

### **SCOPE OF PROJECT:**

#### **Scope**

The intention of this Jefferson County Invitation for Bid (IFB) is to solicit bids for termite treatment for Jefferson County buildings. **Treatment is desired for Native Eastern Termites, Formosan Termites, Dampwood, and Drywood Termites.** Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County.

The Jefferson County Courthouse – Historic Portion was recently inspected by faculty from the Rollins Urban and Structural Entomology Facility in the Department of Entomology at Texas A&M University. Upon inspection it was concluded that control of current termite colonies and long-term protection of the structures from termites will require:

1. Application of soil termiticide along the complete exterior perimeter of all buildings.
2. Use of sophisticated termite detection equipment (thermal imaging device, Terma-Trac insect detection device, etc.) to locate/map all termite colonies that are currently infesting the building.
3. Careful deployment of above-ground termite bait systems to destroy all colonies detected during inspections.

The contractor shall furnish all labor, tools, materials and equipment necessary to accomplish the full treatment for termite eradication and control for all areas and buildings specified herein including, but not limited to, rooms, closets, lounges, toilets, kitchens, hallways, stairwells, basement, attics, and laboratories.

#### **Description**

The contractor shall furnish and deliver termite treatment services for various facilities through Jefferson County. All areas in each facility, regardless of occupying tenants, shall receive termite treatment services in compliance with the administrative provisions of the Texas Structural Pest Control Act (TSPCA).

1. Prices shall be quoted on a per service location basis for the initial treatment.
2. After initial treatment, quarterly inspections are required on treated buildings during the first year after treatment. Annual inspections will be required for the remainder of the warranty period.
3. The general scope of work required shall include, but not be limited to, the initial inspection of accessible areas of each structure, and preparation and submission of a termite treatment plan for each structure containing active termite colonies and/or damages.
4. Subterranean termite (Formosan and/or native subterranean termites) treatment and control as required herein shall consist of chemically treating the soil and base of the structure in a manner that eliminates current infestations and prevents any termites existing within the structure.
5. The proposed termite treatment plan submitted by the contractor shall reflect any conditions which, if not corrected by the County, will adversely impact treatment of any of the included structures. The plan will also reflect any existing damages to the structures.

6. Each treated building and/or related structure shall be guaranteed for a period of one (1) year after initial treatment with industry standard warranty. Warranty for up to an additional four (4) years may be offered by the contractor.
7. Selected contractor shall have an organization predominantly and regularly engaged in the performance of the majority of work presented in this IFB.
8. All work performed and material used shall meet the minimum requirements of all applicable Federal and State regulations and local ordinances.
9. Chemicals and/or poisons shall be handled and transported in strict accordance with product manufacturer, or as specified herein. Receptacles will not be placed in an area readily accessible to the public.
10. Chemicals and/or baits to be used shall be specifically designed for use in termite control work. The chemicals must be acceptable to the appropriate controlling Federal, State and Local agencies, or, if chemicals are proprietary preparations, they shall be registered under Federal Insecticide, Fungicide and Rodenticide Act for their proper use. **Material Safety Data Sheets for each chemical used on the property must be furnished to the contact person.** Only Environmental Protection Agency (EPA) approved non-flammable, non-injurious products may be used for work under this contract.
11. The chemicals and/or poisons shall be applied at the dosage rate and by the methods prescribed by the appropriate controlling agencies, laws, regulations, codes and ordinances, or in accordance with the directions for use acceptable for registration of the products under the Federal Act. No pesticide shall be used in any manner inconsistent with its labeling. All pesticides used in the termite control program shall be properly labeled for the control of the target pests against which they are being used and label instructions shall be strictly adhered to. **A statement of the methods to be used shall accompany the bid.**
12. **Extreme caution** must be taken by the contractor to protect human life from toxicity, poison or harm from the traps, poisons, bait stations, and chemicals used in extermination and termite control services. The contractor shall take all precautionary measures to safeguard the health and well-being of the building occupants and to protect their foods, furnishings and surroundings from harmful or distasteful odors, stains, spoilage or damage of any description. The Contractor shall be responsible for the safe use and application of the pesticides used in the pest control program. Protective clothing, equipment, and devices shall, at a minimum, conform to Occupational Health and Safety Administration (OSHA) standards for the products being used.
13. Structural Modification - any modification of any structure covered by the Agreement shall be coordinated with Jennifer Trenbeath, 409-835-8701, Jefferson County Historical Commission. The Jefferson County Courthouse is a historical structure; therefore, termite treatment should not permanently alter the site. Bait boxes or similar containers should be attached with small nails on baseboards and moldings.
14. Callbacks shall be construed as service needed between regularly scheduled visits until the agreed upon warranty period has elapsed. All callbacks shall be provided at no charge to Jefferson County, as necessary to achieve and maintain satisfactory results.
15. Square footage, as noted on the Bid Form, is estimated only. Bidder is responsible for verification of all areas described. As necessary, contractor may view area to be treated by arranging with contact person. Service shall be performed according to the terms on the Bid Form (pages 48-49) and will be coordinated with the individual contact person for each facility. **Contractor must provide to the Jefferson County contact person a treatment schedule that will be followed on a regular basis.** The Jefferson County contact person must approve any changes to the treatment schedule. The contractor's service representative will report to each location's contact person prior to performing any work. **Contractor shall provide and post in each facility a notice of termite treatment as required by TSPCA.** The contact person(s) will notify the service representative of any infestation problems. If contractor is not able to

complete a treatment as scheduled, a twenty-four (24) hour notice must be given to the Jefferson County contact person. Documentation of work performed must be signed by a Jefferson County employee or representative at the time service is performed.

16. Proof of Structural Pest Control Licensing, specifically for termite control will be required for contractor and any employee of contractor performing work.



**OFFER AND ACCEPTANCE FORM  
OFFER TO CONTRACT**

To Jefferson County:

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

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

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

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

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

G & G Pest Control

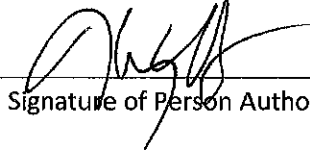
Company Name

301 S. Adams St.

Address

Beeville Texas 78102

City State Zip



Signature of Person Authorized to Sign

Henry Garrett

Printed Name

Owner

Title

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

Henry Garrett Owner

Name & Title

361-358-4886 361-358-4884

Phone Fax

gandgpestcontrol@sbcglobal.net

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: Termite Treatment for Jefferson County, Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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

This contract shall henceforth be referred to as Contract No. IFB 22-040/MR, Termite Treatment for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

**COUNTERSIGNED:**

---

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

---

**Date**

**ATTEST:**

---

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

# **BID FORM**

The quantities indicated on this Bid Form are estimates of the total areas to be treated during the year. The County does not guarantee any specific amount and shall not be held responsible for any deviation. This contract shall cover the County's requirements whether more or less service is required. The County reserves the right to change, add, or delete service locations. Changes shall be made based on the unit prices bid.

| Item | Service Location                                                                                                                                                                     | Square Footage | Unit Price (per square foot) | Total Price for Service Location |
|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|------------------------------|----------------------------------|
| 1    | <b>Jefferson County Courthouse – Historic Portion</b><br>1149 Pearl Street, Beaumont TX<br>Contact Person: Greg Keller 409-835-8511                                                  | 115,490        | \$ 0.05                      | \$ 5,774.50                      |
| 2    | <b>Jefferson County Courthouse – New Portion</b><br>1001 Pearl Street, Beaumont TX<br>Contact Person: Greg Keller 409-835-8511                                                       | 140,937        | \$ 0.06                      | \$ 8,456.22                      |
| 3    | <b>Jefferson County Annex I – Beaumont</b><br>215 Franklin Street, Beaumont TX<br>Contact Person: Greg Keller 409-835-8511                                                           | 31,784         | \$ 0.05                      | \$ 1,589.20                      |
| 4    | <b>Jefferson County Annex IV – Beaumont</b><br>820 Neches, Beaumont TX 77701<br>Contact Person: Greg Keller 409-835-8511                                                             | 20,000         | \$ 0.06                      | \$ 1,200.00                      |
| 5    | <b>Jefferson County Subcourthouse – Port Arthur</b><br>525 Lakeshore Drive, Port Arthur TX<br>Contact Person: Kenneth Shepherd 409-983-8307                                          | 15,394         | \$ 0.13                      | \$ 2,001.22                      |
| 6    | <b>Jefferson County Annex III – (Health &amp; Welfare/Community Supervision) – Port Arthur</b><br>800 Fourth Street, Port Arthur TX<br>Contact Person: Kenneth Shepherd 409-983-8307 | 14,300         | \$ 0.09                      | \$ 1,287.00                      |
| 7    | <b>Precinct #3 Service Center (office only)</b><br>5700 Jade Avenue, Port Arthur TX<br>Contact Person: Kenneth Shepherd 409-983-8307                                                 | 3,500          | \$ 0.32                      | \$ 1,120.00                      |

|    |                                                                                                                                              |        |         |             |
|----|----------------------------------------------------------------------------------------------------------------------------------------------|--------|---------|-------------|
| 8  | <b>Mid County Office Building</b><br>7933 Viterbo Road, Beaumont TX<br>Contact Person: Bobby Kelly 409-727-2173                              | 6,120  | \$ 0.29 | \$ 1,774.80 |
| 9  | <b>Jefferson County Hamshire Building</b><br>24420 Highway 124, Hamshire TX<br>Contact Person: Bobby Kelly 409-727-2173                      | 2,858  | \$ 0.11 | \$ 314.38   |
| 10 | <b>Minnie Rogers Juvenile Justice Center – Beaumont</b><br>5326 Highway 69 South, Beaumont TX<br>Contact Person: Chief Cockrell 409-722-7474 | 12,850 | \$ 0.27 | \$ 3,469.50 |

**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: Beeville Independent School District

Address: 309 N. Jackson Suite 3 Beeville, Texas 78102

Contact Person and Title: Abel Guajardo

Phone: 361-597-0121 Fax: \_\_\_\_\_

Email Address: aguajardo@beevilleisd.net Contract Period: 9/1/2002 - Present

Scope of Work: Pest control & termite services

**REFERENCE TWO**

Government/Company Name: The Reserve on Jones Road

Address: 2101 US 181 Frontage Rd Beeville, Texas 78102

Contact Person and Title: Letricia Trevino Property Manager

Phone: 361-354-5723 Fax: 361-5424464

Email Address: leti.trevino@trivestcares.com Contract Period: 8/5/2015 - Present

Scope of Work: Pest control & Termite services

**REFERENCE THREE**

Government/Company Name: Beeville Station Apartments

Address: 500 Hillside Drive Beeville, Texas 78102

Contact Person and Title: Rubena Loya

Phone: 361-358-8222 Fax: 361-362-1116

Email Address: rubena.loya@uaginc.com Contract Period: 6/1/2018 - Present

Scope of Work: Pest control & Termite Services

## SIGNATURE PAGE

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

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

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

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

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

G & G Pest Control

Bidder (Entity Name)

301 S. Adams St.

Street & Mailing Address

Beeville, Texas 78102

City, State & Zip

361-358-4886

Telephone Number

gandgpestcontrol@sbcglobal.net

E-mail Address

Signature

Henry Garrett

Print Name

August 9, 2022

Date Signed

361-358-4884

Fax Number

**REQUIRED FORM**

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

# **CONFLICT OF INTEREST QUESTIONNAIRE**

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

| LOCAL GOVERNMENT OFFICER<br>CONFLICTS DISCLOSURE STATEMENT                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | FORM CIS               |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| <p><small>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</small></p> <p><small>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</small></p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>OFFICE USE ONLY</b> |
| 1                                                                                                                                                                                                                                                                                                                                                                                    | Name of Local Government Officer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Date Received          |
| 2                                                                                                                                                                                                                                                                                                                                                                                    | Office Held                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                        |
| 3                                                                                                                                                                                                                                                                                                                                                                                    | Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                        |
| 4                                                                                                                                                                                                                                                                                                                                                                                    | Description of the nature and extent of employment or other business relationship with vendor named in Item 3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                        |
| 5                                                                                                                                                                                                                                                                                                                                                                                    | <p>List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in Item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p style="text-align: center;"><small>(attach additional forms as necessary)</small></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                        |
| 6                                                                                                                                                                                                                                                                                                                                                                                    | <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: right; margin-right: 100px;">_____<br/>Signature of Local Government Officer</p> <p>AFFIX NOTARY STAMP / SEAL ABOVE</p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.</p> <p style="margin-top: 20px;"> <span style="float: left; width: 33%;">_____<br/><small>Signature of officer administering oath</small></span> <span style="float: left; width: 33%;">_____<br/><small>Printed name of officer administering oath</small></span> <span style="float: left; width: 33%;">_____<br/><small>Title of officer administering oath</small></span> </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 . . .?

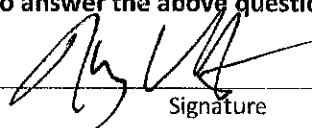
- |                                         |                             |                                                                                                                                                                                                                                 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

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

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

Henry Garrett

Printed Name of Authorized Representative

  
Signature

Owner

Title

August 9, 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: G & G Pest Control HUB: ☒ Yes ☐ No

Address: 301 S. Adams St Beeville Texas 78102  
Street City State Zip

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

Project Title & No.: Termite Treatment for Jefferson County IFB 22-040/MR

Prime Contract Amount: \$ 26,986.82

HUB Subcontractor Name: N/A

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

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

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

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

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

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

Henry Garrett  
Printed Name of Contractor Representative

  
Signature of Representative

August 9, 2022  
Date

N/A  
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) SUSCONTRACTING 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: G & G Pest Control HUB: ☒ Yes ☐ No

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

Address: 301 S. Adams St Beeville Texas 78102  
Street City State Zip

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

Project Title & No.: Termite Treatment for Jefferson County IFB/RFP No.: 22-040/MR

Total Contract: \$ 26,986.82 Total HUB Subcontract(s): \$ 0.00

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: N/A

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

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

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

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

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

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

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

### 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: N/A

**HUB Status (Gender & Ethnicity):**

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

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

| Street | City | State | Zip |
|--------|------|-------|-----|
|        |      |       |     |

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

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

|                              |    |                               |   |
|------------------------------|----|-------------------------------|---|
| Proposed Subcontract Amount: | \$ | Percentage of Prime Contract: | % |
|------------------------------|----|-------------------------------|---|

Description of Subcontract Work to be Performed:

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity):

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

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

| Street | City | State | Zip |
|--------|------|-------|-----|
|        |      |       |     |

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

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

|                              |    |                               |   |
|------------------------------|----|-------------------------------|---|
| Proposed Subcontract Amount: | \$ | Percentage of Prime Contract: | % |
|------------------------------|----|-------------------------------|---|

Description of Subcontract Work to be Performed:

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

**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: We are HUB certified

**Was the Jefferson County HUB Office contacted for assistance in locating HUBs?**

☐ Yes☒ No

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

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

Subcontractor Name: N/A

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

| Street | City | State | Zip |
|--------|------|-------|-----|
|        |      |       |     |

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

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

|                              |    |                               |   |
|------------------------------|----|-------------------------------|---|
| Proposed Subcontract Amount: | \$ | Percentage of Prime Contract: | % |
|------------------------------|----|-------------------------------|---|

Description of Subcontract Work to be Performed:

Subcontractor Name:

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 4 OF 4

Subcontractor Name: N/A

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

| Street | City | State | Zip |
|--------|------|-------|-----|
|        |      |       |     |

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

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

|                              |    |                               |   |
|------------------------------|----|-------------------------------|---|
| Proposed Subcontract Amount: | \$ | Percentage of Prime Contract: | % |
|------------------------------|----|-------------------------------|---|

Description of Subcontract Work to be Performed:

Subcontractor Name: N/A

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

| Street | City | State | Zip |
|--------|------|-------|-----|
|        |      |       |     |

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

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

|                              |    |                               |   |
|------------------------------|----|-------------------------------|---|
| Proposed Subcontract Amount: | \$ | Percentage of Prime Contract: | % |
|------------------------------|----|-------------------------------|---|

Description of Subcontract Work to be Performed:

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

Name (print or type): Henry Garrett

Title: Owner

Signature: 

Date: August 9, 2022

E-mail address: [gandqpestcontrol@sbcglobal.net](mailto:gandqpestcontrol@sbcglobal.net)

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

Name (print or type): Marie Ortiz

Title: Office Manager

Date: August 9, 2022

E-mail address: [gandgpestcontrol@sbcglobal.net](mailto:gandgpestcontrol@sbcglobal.net)

### 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 G & G Pest Control [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.):                                                                      | 74-2656376                            |
| Company Name submitting bid/proposal:                                                                         | G & G Pest Control                    |
| Mailing address:                                                                                              | 301 S. Adams St Beeville, Texas 78102 |
| If you are an individual, list the names and addresses of any partnership of which you are a general partner: |                                       |
|                                                                                                               |                                       |

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

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

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

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

#### REQUIRED FORM

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

# HOUSE BILL 89 VERIFICATION

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

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

**Pursuant to Section 2270.002, 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 9 day of August, 2022, personally appeared

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

Notary Seal

Notary Signature

Date

ANASTASSIA RODRIGUEZ  
My Notary ID # 132445530  
Expires April 21, 2024

**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.

G & G Pest Control

**Company Name**

20-040/MR

**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 Texas COUNTY OF Bee

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

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

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

"I, Henry Garrett am a duly authorized officer of/agent  
(name)  
for G & G Pest Control and have been duly authorized to execute the  
(name of firm)  
foregoing on behalf of the said G & G Pest Control.  
(name of firm)

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

Name and address of Bidder: Henry Garrett  
301 S. Adams St. Beeville, Texas 78102

Fax: 361-358-4884 Telephone# 361-358-4886  
by: Henry Garrett Title: Owner  
(print name)

Signature: [Signature]

SUBSCRIBED AND SWORN to before me by the above-named

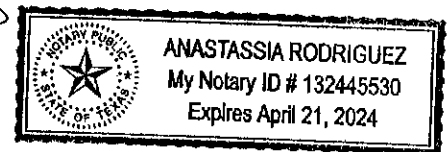
Henry Garrett on

this the 9 day of August, 2022

**REQUIRED FORM**

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

[Signature]  
Notary Public in and for  
the State of Texas





**JEFFERSON COUNTY, TEXAS**  
**PURCHASING DEPARTMENT**

1149 Pearl Street – First Floor  
 Beaumont, Texas 77701  
 409-835-8593 phone

**ADDENDUM TO IFB**

IFB Number: 22-040/MR  
 IFB Title: Termite Treatment for Jefferson County  
 IFB Due: **11:00 am CT, Wednesday, August 10, 2022**  
 Addendum No.: 1  
 Issued (Date): August 1, 2022

**TO BIDDER:** This Addendum is an integral part of the IFB package under consideration by you as a Bidder 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 IFB package – **including all addenda.** For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed proposal.** If the Proposal has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and Opening Date and Time, as stated above.

**Reason for Issuance of this addendum:**

1. Questions
2. Bid Form – Update to formatting and cost breakdown

**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.**

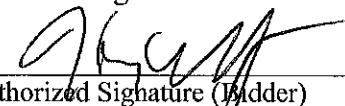
Receipt of this Addendum is hereby acknowledged by the undersigned Bidder:

ATTEST:

\_\_\_\_\_  
 Witness

\_\_\_\_\_  
 Witness

Approved by \_\_\_\_\_ Date: \_\_\_\_\_

  
 \_\_\_\_\_  
 Authorized Signature (Bidder)

\_\_\_\_\_  
 Owner

\_\_\_\_\_  
 Title of Person Signing Above

\_\_\_\_\_  
 G & G Pest Control

\_\_\_\_\_  
 Typed Name of Business or Individual

\_\_\_\_\_  
 301 S. Adams St. Beeville, Texas 78102

\_\_\_\_\_  
 Address

1. Q. Can holes be drilled in walls of Historic Courthouse Building?
  - A. Holes can be drilled in non-public areas of the courthouse with approval of the Building Maintenance Superintendent. The Historic Commission must approve all holes drilled in public areas.
  - Q. I would like to request the last bid tabulations for this location.
  - A. Attachment A is the bid tabulation from the last awarded bid for Termite Treatment for Jefferson County.
2. Attachment B is the revised Bid Form for submission of cost.

## ATTACHMENT A

IFB 16-007/YS

## Re-Bid Term Contract for Termite Treatment for Jefferson County

Awarded: June 6, 2016

Current Pricing

Renewal 1: 6/5/2017 – 6/4/2018

revised 5/26/2020

Renewal 2: 6/4/2018 – 6/3/2019

Renewal 3: 6/3/2019 – 6/2/2020

Renewal 4: 6/2/2020 – 6/1/2021

| Item                                                 | Location                                                            | Square Footage | Price Per Square Foot | Total                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|------------------------------------------------------|---------------------------------------------------------------------|----------------|-----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1                                                    | Jefferson County Courthouse - Historic Portion                      | 115,490        | \$0.04                | \$4,619.60                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 2                                                    | Jefferson County Courthouse - New Portion                           | 140,937        | \$0.05                | \$7,046.85                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 3                                                    | Jefferson county Annex I - Beaumont                                 | 31,784         | \$0.05                | \$1,589.20                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 4                                                    | Jefferson County Annex II - Beaumont                                | 47,197         | \$0.09                | \$4,547.73                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 5                                                    | Jefferson County Annex IV - Beaumont                                | 20,000         | \$0.06                | \$1,200.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 6                                                    | Jefferson County Subcourthouse - Port Arthur                        | 15,394         | \$0.13                | \$2,001.22                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 7                                                    | Jefferson County Annex III - (Health & Welfare, CSCD) - Port Arthur | 14,300         | \$0.09                | \$1,287.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 8                                                    | Precinct #3 Service Center (office only)                            | 3,500          | \$0.32                | \$1,120.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 9                                                    | Mid County Office Building                                          | 6,120          | \$0.29                | \$1,774.80                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 10                                                   | Jefferson County Hamshire Building                                  | 2,858          | \$0.10                | \$285.80                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 11                                                   | Minnie Rogers Juvenile Justice Center - Beaumont                    | 12,850         | \$0.27                | \$3,469.50                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 12                                                   | Mid County Tax Office                                               | 2,476          | \$0.24                | \$594.24                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 13                                                   | Precinct #2 Service Center                                          | 14,400         | \$0.11                | \$1,584.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 14                                                   | Jack Brooks Regional Airport - Terminal                             | 19,579         | \$0.19                | \$3,720.01                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Total of All Buildings</b>                        |                                                                     |                | <b>\$31,839.95</b>    | <b>\$30,292.22</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Additional Warranty (cost per year) and terms</b> |                                                                     |                | <b>\$4146.00</b>      | <p>Terms: Annual warranty may be renewed for the next 4 years if both parties agree and if Jefferson County pays Hill Country Pest Control a renewal fee in the amount stated to the right (above). An annual inspection will take place once the warranty fee has been paid. Due to the nature of the construction of this property, this Agreement does not guarantee against present or future damage to the property or contents nor provide for repairs or compensation thereof. Amendment I will remove all coverage of Annex II, and extend coverage of additional termites, including Drywood termites for all included facilities.</p> <p>Hill Country Pest Control<br/>877 Harper Road<br/>Kerrville TX 78028<br/>ph: 512-288-1007<br/>fx: 512-891-0002<br/>Attn: Sarah DiCicco<br/>sarah@pestmanagementcorp.com</p> |

## ATTACHMENT B

## BID FORM

The quantities indicated on this Bid Form are estimates of the total areas to be treated during the year. The County does not guarantee any specific amount and shall not be held responsible for any deviation. This contract shall cover the County's requirements whether more or less service is required. The County reserves the right to change, add, or delete service locations. Changes shall be made based on the unit prices bid.

| Item | Service Location                                                                                                                                                                     | Square Footage | Unit Price (per square foot) | Initial Service (Including quarterly inspections) Total Price for Service Location | Additional Annual Service and Inspections | Call out for Additional Service not included with Annual Service & Inspection (per square foot) |
|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|------------------------------|------------------------------------------------------------------------------------|-------------------------------------------|-------------------------------------------------------------------------------------------------|
| 1    | <b>Jefferson County Courthouse – Historic Portion</b><br>1149 Pearl Street, Beaumont TX<br>Contact Person: Greg Keller 409-835-8511                                                  | 115,490        | \$ 0.05                      | \$ 5,774.50                                                                        | \$ 1,154.90                               | \$ 125.00                                                                                       |
| 2    | <b>Jefferson County Courthouse – New Portion</b><br>1001 Pearl Street, Beaumont TX<br>Contact Person: Greg Keller 409-835-8511                                                       | 140,937        | \$ 0.06                      | \$ 8,456.22                                                                        | \$ 1409.37                                | \$ 125.00                                                                                       |
| 3    | <b>Jefferson County Annex I – Beaumont</b><br>215 Franklin Street, Beaumont TX<br>Contact Person: Greg Keller 409-835-8511                                                           | 31,784         | \$ 0.05                      | \$ 1,589.20                                                                        | \$ 317.84                                 | \$ 75.00                                                                                        |
| 4    | <b>Jefferson County Annex IV – Beaumont</b><br>820 Neches, Beaumont TX 77701<br>Contact Person: Greg Keller 409-835-8511                                                             | 20,000         | \$ 0.06                      | \$ 1,200.00                                                                        | \$ 400.00                                 | \$ 80.00                                                                                        |
| 5    | <b>Jefferson County Subcourthouse – Port Arthur</b><br>525 Lakeshore Drive, Port Arthur TX<br>Contact Person: Kenneth Shepherd 409-983-8307                                          | 15,394         | \$ 0.13                      | \$ 2,001.22                                                                        | \$ 307.88                                 | \$ 75.00                                                                                        |
| 6    | <b>Jefferson County Annex III – (Health &amp; Welfare/Community Supervision) – Port Arthur</b><br>800 Fourth Street, Port Arthur TX<br>Contact Person: Kenneth Shepherd 409-983-8307 | 14,300         | \$ 0.09                      | \$ 1,287.00                                                                        | \$ 286.00                                 | \$ 65.00                                                                                        |

| Item | Service Location                                                                                                                             | Square Footage | Unit Price (per square foot) | Initial Service (Including quarterly inspections) Total Price for Service Location | Additional Annual Service and Inspections | Call out for Additional Service not included with Annual Service & Inspection (per square foot) |
|------|----------------------------------------------------------------------------------------------------------------------------------------------|----------------|------------------------------|------------------------------------------------------------------------------------|-------------------------------------------|-------------------------------------------------------------------------------------------------|
| 7    | <b>Precinct #3 Service Center (office only)</b><br>5700 Jade Avenue, Port Arthur TX<br>Contact Person: Kenneth Shepherd 409-983-8307         | 3,500          | \$ 0.32                      | \$ 1,120.00                                                                        | \$ 140.00                                 | \$ 55.00                                                                                        |
| 8    | <b>Mid County Office Building</b><br>7933 Viterbo Road, Beaumont TX<br>Contact Person: Bobby Kelly 409-727-2173                              | 6,120          | \$ 0.29                      | \$ 1,774.80                                                                        | \$ 183.60                                 | \$ 55.00                                                                                        |
| 9    | <b>Jefferson County Hamshire Building</b><br>24420 Highway 124, Hamshire TX<br>Contact Person: Bobby Kelly 409-727-2173                      | 2,858          | \$ 0.11                      | \$ 314.38                                                                          | \$ 85.74                                  | \$ 50.00                                                                                        |
| 10   | <b>Minnie Rogers Juvenile Justice Center – Beaumont</b><br>5326 Highway 69 South, Beaumont TX<br>Contact Person: Chief Cockrell 409-722-7474 | 12,850         | \$ 0.27                      | \$ 3,469.50                                                                        | \$ 385.50                                 | \$ 77.00                                                                                        |

**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.**

**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 Courville's Catering and Special Events, DBA Cajun Flavor, Inc. 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 Courville's Catering and Special Events, DBA Cajun Flavor, Inc. (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 August 9, 2022 and continue in force until August 8, 2023 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 written 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 IFP 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'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.
3. CONTRACTOR will be responsible for all licenses and permits necessary to comply with all local, state, and federal mandates pertaining to food service operations.
4. 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, dish room, office, staff, and dining rooms and receiving area.
5. CONTRACTOR and its employees assigned to COUNTY facilities are required to comply with all facility rules of conduct concerning normal day-to-day operations.
6. CONTRACTOR is required to staff the operation with the optimum number of employees at all times for the efficient operation of the kitchen.
7. CONTRACTOR employees must be properly attired in a standard uniform.
8. All Cafeteria Services employees in the kitchen and Cafeteria Services areas must wear hair restraints (nets or hats).
9. CONTRACTOR employees are subject to search at any time while within secured areas of COUNTY facilities.
10. 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**

1. COUNTY shall provide access to dumpsters and recycling containers at reasonable times to be negotiated between CONTRACTOR and Courthouse Superintendent of Maintenance.
2. COUNTY provide, install and permit CONTRACTOR to use the capital equipment, which COUNTY deems necessary for Temporary Canteen (Meal Catering) and related activities.
3. 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.

## **ARTICLE VII**

### **RATES**

COUNTY shall pay directly to CONTRACTOR Payment within 30 days of invoicing 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          | <b>\$ 20.00</b>                       |
| 2           | Lunch              | <b>\$ 25.00</b>                       |
| 3           | Dinner             | <b>\$ 35.00</b>                       |
| 4           | Boxed Lunch        | <b>\$ 18.00</b>                       |
| 5           | Snacks             | <b>\$ 12.00</b>                       |

## **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, Invitation for Bid (Legal Notice), Specifications for IFP Number 22-031/MR, Addendum 1 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 Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326.

This Agreement is in compliance with "Appendix A" Debarment/Suspension Certification.

This Agreement is in compliance with "Appendix B" Civil Rights Compliance Provisions.

## **ARTICLE XII** **NOTICES**

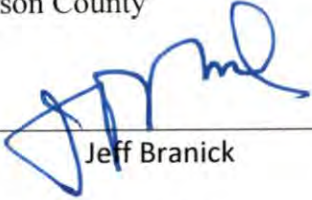
All notice required under this Agreement shall be sent postage prepaid U.S. Mail or hand delivered to the parties at the following addresses:

CONTRACTOR: Courville's Catering and Special Events, DBA Cajun Flavor, Inc.  
1744 Rose Lane  
Beaumont, TX 77713

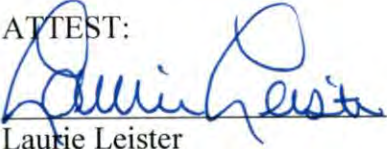
COUNTY: Jefferson County Purchasing Department  
Deborah L. Clark, County Purchasing Agent  
1149 Pearl Street, 1<sup>st</sup> Floor  
Beaumont, Texas 77701

**Signed on this 8<sup>th</sup> Day of August 2022**

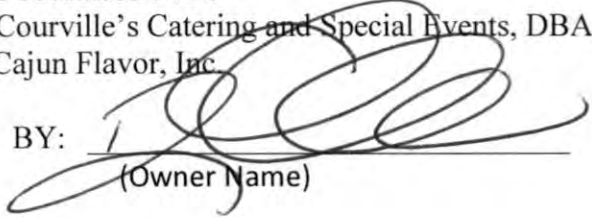
OWNER:  
Jefferson County

BY:   
Jeff Branick

TITLE: County Judge

ATTEST:  
  
Laurie Leister  
County Clerk

CONTRACTOR:  
Courville's Catering and Special Events, DBA  
Cajun Flavor, Inc.

BY:   
(Owner Name)

TITLE: Owner



**APPENDIX A****DEBARMENT/SUSPENSION CERTIFICATION**

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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 (No procurement Debarment and Suspension).

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

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: [www.sam.gov](http://www.sam.gov) and <https://acquisition.gov/far/index.html> see section 52.209-6.

The Contractor \_\_\_\_\_ certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

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

  
\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

  
\_\_\_\_\_  
Date

## APPENDIX B

### CIVIL RIGHTS COMPLIANCE PROVISIONS

#### 1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

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 nondiscrimination clause.
- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive 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 noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order 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

### CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

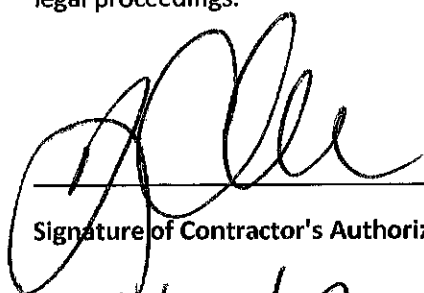
with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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.



Signature of Contractor's Authorized Official

Richard Courville

Name and Title of Contractor's Authorized Official

8/3/2022

Date





# 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**

---

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 the right to contact any Bidder, at any time, to clarify, verify or requirement information with regard to this bid.

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

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

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

#### **3.2 INVOICES.**

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

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

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

#### **3.4 FUNDING.**

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

#### **4. CONTRACT.**

##### **4.1 CONTRACT DEFINITION.**

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

##### **4.2 CHANGE ORDER.**

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

##### **4.3 PRICE RE-DETERMINATION.**

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

##### **4.4 TERMINATION.**

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

##### **4.5 CONFLICT OF INTEREST.**

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

##### **4.6 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):**

|                        |                             |                   |
|------------------------|-----------------------------|-------------------|
| 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. 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/RFP/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

| <b>CERTIFICATE OF INTERESTED PARTIES</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                             | <b>FORM 1295</b>              |                                             |                                       |  |             |              |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |                                                                               |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|-------------------------------|---------------------------------------------|---------------------------------------|--|-------------|--------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|-------------------------------------------------------------------------------|--|
| <p>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</p> <p>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</p> <p>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.</p>                                                                                                                                                                                                                                                                                                                                                                                                 |                                             | <p><b>OFFICE USE ONLY</b></p> |                                             |                                       |  |             |              |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |                                                                               |  |
| <p>4</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: 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> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </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 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | <p>5 Check only if there is no Interested Party. <input type="checkbox"/></p> |  |
| Name of Interested Party                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | City, State, Country<br>(place of business) |                               |                                             | Nature of Interest (check applicable) |  |             |              |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |                                                                               |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                             | Controlling                   | Intermediary                                |                                       |  |             |              |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |                                                                               |  |
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| <p>6 UNSWORN DECLARATION</p> <p>My name is _____, and my date of birth is _____.</p> <p>My address: _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country).</p> <p>I declare under penalty of perjury that the foregoing is true and correct.</p> <p>Executed in _____ County, State of _____, on the _____ day of _____, 20____.</p> <p style="text-align: right;">_____<br/>(month) (year)</p> <p style="text-align: right;">_____<br/>Signature of authorized agent of contracting business entity<br/>(Declarant)</p>                                                                                                                                                                                                                                                                                                                                          |                                             |                               |                                             |                                       |  |             |              |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |                                                                               |  |

Form provided by Texas Ethics Commission

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.**



**Entity Workspace Results** 1 Total Results

|                                      |                                           |                  |
|--------------------------------------|-------------------------------------------|------------------|
| CAJUN FLAVOR, INC.                   |                                           |                  |
| Unique Entity ID:                    | Physical Address:                         | Expiration Date: |
| Entity Status: Pending ID Assignment | 1744 Rose Ln<br>Beaumont, TX<br>77713 USA | NA               |

**SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS (CONTINUED)****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> | <b>\$1,000,000</b> |
| <b>Excess Liability</b>                                                | <b>\$1,000,000</b> |

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

Improvements &amp; 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.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 301  
06/30/2022

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

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

|                                                                                                                                   |  |                                                                                                                                                                                                                                                                  |  |
|-----------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>PRODUCER</b><br>The Maids Agency<br>P.O. Box 21438<br><br>Beaumont TX 77720                                                    |  | <b>CONTACT NAME:</b> Samantha Blanton<br><b>PHONE (A/C, No. Ext):</b> (409) 835-2584<br><b>E-MAIL ADDRESS:</b> sblanton@maidains.com<br><b>FAX (A/C, No):</b> (409) 835-2861                                                                                     |  |
| <b>INSURED</b><br><br>Courville's Catering and Special Events, DBA: Cajun Flavor, Inc.<br>1744 Rose Lane<br><br>Beaumont TX 77713 |  | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> McClelland & Hine Inc<br><b>INSURER B:</b> Mercury Insurance Company of TX<br><b>INSURER C:</b> Texas Mutual Insurance Co.<br><b>INSURER D:</b> Mount Vernon<br><b>INSURER E:</b><br><b>INSURER F:</b> |  |
|                                                                                                                                   |  | <b>NAIC #</b><br>9944<br>29394<br>22945                                                                                                                                                                                                                          |  |

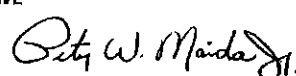
**COVERAGES****CERTIFICATE NUMBER:** CL2263007462**REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE                                                                                             | ADDL INSD | SUBR WVD | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                               |
|----------|---------------------------------------------------------------------------------------------------------------|-----------|----------|----------------|-------------------------|-------------------------|----------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY                                              |           |          | WS372561       | 12/17/2021              | 12/17/2022              | EACH OCCURRENCE \$ 1,000,000                                         |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                                |           |          |                |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000                 |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:                                                                            |           |          |                |                         |                         | MED EXP (Any one person) \$ 5,000                                    |
|          | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC                |           |          |                |                         |                         | PERSONAL & ADV INJURY \$ 1,000,000                                   |
|          | OTHER:                                                                                                        |           |          |                |                         |                         | GENERAL AGGREGATE \$ 2,000,000                                       |
|          |                                                                                                               |           |          |                |                         |                         | PRODUCTS - COMP/OP AGG \$ 2,000,000                                  |
|          |                                                                                                               |           |          |                |                         |                         | \$                                                                   |
| B        | <b>AUTOMOBILE LIABILITY</b>                                                                                   |           |          | BA420000016798 | 01/28/2022              | 01/28/2023              | COMBINED SINGLE LIMIT (Ea accident) \$ 500,000                       |
|          | <input type="checkbox"/> ANY AUTO                                                                             |           |          |                |                         |                         | BODILY INJURY (Per person) \$                                        |
|          | <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS                 |           |          |                |                         |                         | BODILY INJURY (Per accident) \$                                      |
|          | <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY |           |          |                |                         |                         | PROPERTY DAMAGE (Per accident) \$                                    |
|          |                                                                                                               |           |          |                |                         |                         | PPD \$                                                               |
|          | <b>UMBRELLA LIAB</b>                                                                                          |           |          |                |                         |                         | EACH OCCURRENCE \$                                                   |
|          | <b>EXCESS LIAB</b>                                                                                            |           |          |                |                         |                         | AGGREGATE \$                                                         |
|          | DED                                                                                                           |           |          |                |                         |                         | \$                                                                   |
|          | RETENTION \$                                                                                                  |           |          |                |                         |                         | \$                                                                   |
| C        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>                                                          |           |          | 0002004586     | 10/11/2021              | 10/11/2022              | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                                   | Y/N       |          |                |                         |                         | E.L. EACH ACCIDENT \$ 1,000,000                                      |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below                                                        | Y         | N/A      |                |                         |                         | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000                              |
|          |                                                                                                               |           |          |                |                         |                         | E.L. DISEASE - POLICY LIMIT \$ 1,000,000                             |
| D        | Liquor Liability                                                                                              |           |          | LQ2003292A     | 01/30/2022              | 01/30/2023              | Each Occurrence \$1,000,000<br>General Aggregate \$1,000,000         |

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

**CERTIFICATE HOLDER****CANCELLATION**

|                                                           |                                                                                                                                                                                                                                                                                          |
|-----------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City of Beaumont<br>P O Box 3827<br><br>Beaumont TX 77704 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|-----------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

# 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:** Cajun Flavor, Inc. DBA Courville's Catering

**Bidder's TAX ID Number:** 1-712-01053180-5

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

**Contact Person:** Jessi Jones **Title:** operations manager

**Phone Number (with area code):** 409.860.9811

**Alternate Phone Number if available (with area code):** 409.782.6657

**Fax Number (with area code):** 409.860.9812

**Email Address:** catering@courvillescatering.com

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

1744 Rose Ln

**Address**  
Beaumont, TX 77713

**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:**

Cajun Flavor, Inc.

Company Name

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

1744 Rose Ln

Address

Jesi Jones, operations manager

Name & Title

Beaumont, TX

City

77713

State

Zip

4098609811

Phone

4098609812

Fax

J. Jones

Signature of Person Authorized to Sign

catering@caurvillescatering.com

E-mail

Jesi Jones

Printed Name

operations manager

Title

**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

| Item | Description | Price Per Meal/<br>per person |
|------|-------------|-------------------------------|
| 1    | Breakfast   | \$ 20.00                      |
| 2    | Lunch       | \$ 25.00                      |
| 3    | Dinner      | \$ 35.00                      |
| 4    | Boxed Lunch | \$ 18.00                      |
| 5    | Snacks      | \$ 12.00                      |

*\* Additional Information on 2 following pages.*

## **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.**



## Cajun Flavor, Inc. Bid Information

In the event of a of a disaster that requires Cajun Flavors to mobilize our entire kitchen + prep-space to an off-site location designated by the customer, an additional Move-In & Move-Out Fee will be required to initialize services. Cajun Flavors, Inc will utilize our local kitchen to prepare all meals and is prepared to drop off & serve requested meals at the prepared site set forth by the customer.

Please see a TWO DAY sample menu listed below:

|                                                                                                                                                                                                                                              |                                                                                                                                                                                                              |                                                                                                                                                                                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Breakfast Meal</b><br>Belgium Waffles + Syrup,<br>Scrambled Eggs, Bacon, Sausage,<br>Hashbrowns, Biscuits + Gravy &<br>Assorted Fruits<br><br>+ Coffee, Water, Orange Juice,<br>Apple Juice, Soft Drinks & Tea                            | <b>Lunch Meal</b><br>Green Salad + Dressings, Chicken<br>Fried Steak + Gravy, Mashed<br>Potatoes, Cajun Green Beans,<br>Rolls + Butter, Dessert<br><br>+Soft Drinks, Tea, Coffee & Water                     | <b>Dinner Meal</b><br>BBQ Beef, Rice Dressing, Potato<br>Salad, BBQ Baked Beans +<br>Pickles, Onions & Texas Toast<br>+ Pecan Cobbler<br><br>+ Soft Drinks, Tea, Water & Coffee |
| <b>Breakfast Meal</b><br>Pancakes, Scrambled Eggs,<br>Bacon, Biscuits + Gravy &<br>Assorted Fruits with Cereal<br>Options<br><br>+ Coffee, Milk, Water, Orange<br>Juice, Apple Juice, Soft Drinks &<br>Tea                                   | <b>Lunch Meal</b><br>Pasta or Green Salad + Dressings,<br>1/2 lb All Beef Burgers w/<br>Toppings & Condiments Available,<br>Sweet Potato Fries + Cookie/<br>Brownie<br><br>+Soft Drinks, Tea, Coffee & Water | <b>Dinner Meal</b><br>Center Cut Ribeye, Baked Potato<br>Casserole, Cajun Green Beans +<br>Dinner Roll +Death By Chocolate<br>Dessert<br><br>+Soft Drinks, Tea, Water & Coffee  |
| <b>BOXED LUNCH MEAL (Available Daily)</b><br>Hearty Deli Meat & Cheese Sandwich on 10" Hoagie Bun with Toppings & Condiments Available, Assorted<br>Chips, Fruit + Cookie or Dessert Option<br><br>+Soft Drinks, Tea, Water & Coffee         |                                                                                                                                                                                                              |                                                                                                                                                                                 |
| <b>SNACK MENU (Sample, Constantly Rotating)</b><br>Various Cookies, Snack Cakes, Snack Bars, Chips, Fruits, Nut Mixes, Beef Jerky, Cereal Bars & Similar<br>Varieties<br>+ Coffee, Milk, Water, Orange Juice, Apple Juice, Soft Drinks & Tea |                                                                                                                                                                                                              |                                                                                                                                                                                 |

\*Vegetarian and Specials Dietary Requests can be considered and prepared for with notice.

## Cajun Flavor, Inc. Bid Information

In addition to mobile catering or meal delivery, Cajun Flavor, Inc also acts as a full service emergency response company that can accommodate virtually any request in a timely manner with very little notice. With 20+ years of experience in Disaster Management, our company has the ability and resources to add aspects to a location that will create the customers very own self-sustained job site. These preferences can be prepared for ahead of time and remain on hold for the year to be used if/when they are needed upon quick notice. While pre-planning is always preferred, our company has created and nourished great relationships with many vendors through the years that allow us the ability to arrange services at a moments notice for those last minute needs as well. The following items are examples of additional services that might be needed during an event (e.g. hurricane, flood, etc.):

- Specialized Tenting:

- Pole/Structure tents possibly needed for dining, shelter, meeting locations, lodging, etc with additional options such as flooring, walls, doors, AC/Heat, electricity, lighting, etc.

- Portable Restroom Trailers

- Portable Shower Facilities

- Portable/Mobile Laundry Services

- Bagged Ice Trailers

- Audio Visual Services

- Projector, Screen, Sound System, Microphone, DVD, etc.

- Portable Generators

- Portable Lighting/Light Poles

- Security

## 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: Energy, Texas  
 Address: 34 Tanager Trail Woodlands, TX 77381  
 Contact Person and Title: Kelly CARSON  
 Phone: 713-816-8907 Fax: \_\_\_\_\_  
 Email Address: jcarson1968@gmail.com Contract Period: Storm events, yearly  
 Scope of Work: Disaster Response & Management

## REFERENCE TWO

Government/Company Name: Exxonmobil  
 Address: 11440 Hwy 90 Beaumont, TX 77713  
 Contact Person and Title: Jon Zack Waybright  
 Phone: 409-454-4985 Fax: \_\_\_\_\_  
 Email Address: Zwaybrat@yahoo.com Contract Period: Storm events, per event  
 Scope of Work: Emergency Response & Safety Coordinator

## REFERENCE THREE

Government/Company Name: Beaumont Police Department  
 Address: P.O. Box 3827 Beaumont, TX 77704  
 Contact Person and Title: James P. Singletary  
 Phone: 409-284-1076 Fax: \_\_\_\_\_  
 Email Address: james.singletary@beaumonttexas.gov Contract Period: per event  
 Scope of Work: Chief of Police

## 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.

Cajun Flavor, Inc.

Bidder (Entity Name)

1744 Rose Ln

Street & Mailing Address

Beaumont, TX 77713

City, State & Zip

4098409811

Telephone Number

catering@courvillescatering.com

E-mail Address

J. Jones  
Signature

Jesi Jones

Print Name

06/30/22

Date Signed

4098409812

Fax Number

**REQUIRED FORM**

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

## CERTIFICATION REGARDING LOBBYING

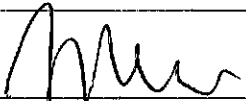
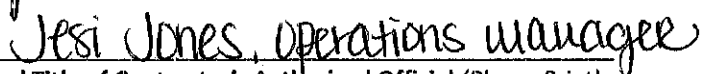
### Certification for Contracts, Grants, Loans, and Cooperative Agreements

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 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.

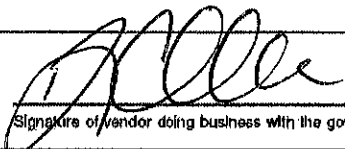
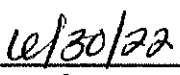
The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification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

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

#### REQUIRED FORM

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

## CONFLICT OF INTEREST QUESTIONNAIRE

| <b>CONFLICT OF INTEREST QUESTIONNAIRE</b><br><b>For vendor doing business with local governmental entity</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                          | <b>FORM CIQ</b> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| <p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <div style="border: 1px solid black; padding: 2px; text-align: center; font-weight: bold;">OFFICE USE ONLY</div> <div style="border: 1px solid black; padding: 2px;">Date Received</div> |                 |
| <div style="border: 1px solid black; padding: 2px;"> <b>1</b> Name of vendor who has a business relationship with local governmental entity.<br/> <div style="font-family: cursive; font-size: 1.2em; margin-top: 5px;">Cajun Flavor, Inc.</div> </div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                          |                 |
| <div style="border: 1px solid black; padding: 2px;"> <b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.<br/> <div style="font-size: 0.8em; margin-top: 5px;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</div> </div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                          |                 |
| <div style="border: 1px solid black; padding: 2px;"> <b>3</b> Name of local government officer about whom the information in this section is being disclosed.<br/> <div style="text-align: center; margin-top: 10px;"> <div style="border-bottom: 1px solid black; width: 200px; margin: 0 auto;"></div> <div style="font-size: 0.8em;">Name of Officer</div> </div> <div style="font-size: 0.8em; margin-top: 10px;"> <p>This section (item 3 including subparts A, B, C, &amp; D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes           <input type="checkbox"/> No         </div> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes           <input type="checkbox"/> No         </div> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes           <input type="checkbox"/> No         </div> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p> </div> </div> |                                                                                                                                                                                          |                 |
| <div style="border: 1px solid black; padding: 2px; display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 45%;"> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;"> <b>4</b> </div> <div style="font-family: cursive; font-size: 1.5em; margin-top: 10px;">  </div> <div style="font-size: 0.8em; margin-top: 5px;">Signature of vendor doing business with the governmental entity</div> </div> <div style="width: 45%; text-align: right;"> <div style="font-family: cursive; font-size: 1.2em; margin-top: 10px;">  </div> <div style="font-size: 0.8em; margin-top: 5px;">Date</div> </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. 23, 64th Leg., Regular Session.</small></p> <p><small>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</small></p>             |                                                                                                                                                                                                                                        | <b>OFFICE USE ONLY</b> |
| 1                                                                                                                                                                                                                                                                                                                                                                                                | <b>Name of Local Government Officer</b>                                                                                                                                                                                                | Date Received          |
| 2                                                                                                                                                                                                                                                                                                                                                                                                | <b>Office Held</b>                                                                                                                                                                                                                     |                        |
| 3                                                                                                                                                                                                                                                                                                                                                                                                | <b>Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</b>                                                                                                                                           |                        |
| 4                                                                                                                                                                                                                                                                                                                                                                                                | <b>Description of the nature and extent of employment or other business relationship with vendor named in Item 3</b>                                                                                                                   |                        |
| 5                                                                                                                                                                                                                                                                                                                                                                                                | <b>List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in Item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</b> |                        |
| Date Gift Accepted _____ Description of Gift _____                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                        |                        |
| Date Gift Accepted _____ Description of Gift _____                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                        |                        |
| Date Gift Accepted _____ Description of Gift _____                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                        |                        |
| (attach additional forms as necessary)                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                        |                        |
| 6                                                                                                                                                                                                                                                                                                                                                                                                | <b>AFFIDAVIT</b>                                                                                                                                                                                                                       |                        |
| <p><small>I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</small></p> |                                                                                                                                                                                                                                        |                        |
| _____<br>Signature of Local Government Officer                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                        |                        |
| AFFIX NOTARY STAMP / SEAL ABOVE                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                        |                        |
| Sworn to and subscribed before me, by the said _____, this the _____ day                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                        |                        |
| of _____, 20_____, to certify which, witness my hand and seal of office.                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                        |                        |
| _____<br>Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                        |                        |

Adopted 8/7/2015

**THIS FORM IS FOR  
OFFICE USE ONLY**

## GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

Bidder intends to utilize subcontractors/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 . . . ?

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

Jesi Jones

Printed Name of Authorized Representative

operations manager

Title

J Jones

Signature

06/30/22

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/sub consultants in the fulfillment of this contract (if awarded).

☐ Yes ☒ No

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

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

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

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

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

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

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

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

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

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

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

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

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

Printed Name of Contractor Representative

Signature of Representative

Date

### REQUIRED FORM

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

Printed Name of HUB

Signature of Representative

Date

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

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

IFB 22-031/MR

PAGE 49 OF 67

Term Contract for Temporary Canteen (Meal Catering) Disaster/Emergency for Jefferson County

# 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.**

N/A

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

N/A

N/A

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

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

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

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

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

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

Description of Subcontract Work to be Performed:

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

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

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

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

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

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

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

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

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

**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 Cajun Flavor, Inc. [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

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

|                                                                                                               |                                  |
|---------------------------------------------------------------------------------------------------------------|----------------------------------|
| Taxpayer Identification Number (T.I.N.):                                                                      | 1-76-0653180-5                   |
| Company Name submitting bid/proposal:                                                                         | Cajun Flavor, Inc.               |
| Mailing address:                                                                                              | 1744 Rose Ln. Beaumont, TX 77713 |
| 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**    |
|---------------------------------|-----------------------------------|
| 72306                           | 1744 Rose Ln., Beaumont, TX 77713 |
|                                 |                                   |
|                                 |                                   |

\* 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, Richard Courville, the undersigned representative of (company or business name) Cajun Flavor, 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 2270.002, 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

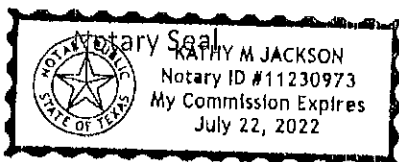
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of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

[Signature]  
Signature of Company Representative

06/30/22  
Date

On this 30 day of June, 2022, personally appeared

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



Kathy M. Jackson  
Notary Signature  
6/30/22  
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.

Cajun Flavor, Inc.  
Company Name

IFB 22-031/MR  
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 Texas COUNTY OF Jefferson

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

on this day personally appeared Richard Courville, who  
(name)

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

"I, Richard Courville am a duly authorized officer of/agent  
(name)  
for Cajun Flavor, Inc. and have been duly authorized to execute the  
(name of firm)  
foregoing on behalf of the said Cajun Flavor, Inc.  
(name of firm)

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

Name and address of Bidder: Cajun Flavor, Inc., 1744 Rose Ln.  
Beaumont, TX 77713

Fax: 409.860.9812 Telephone# 409.860.9811

by: Rich Courville Title: owner  
(print name)

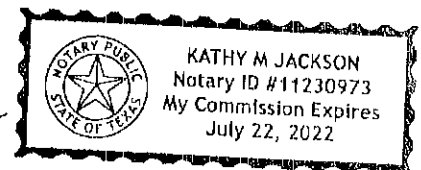
Signature: [Signature]

SUBSCRIBED AND SWORN to before me by the above-named

\_\_\_\_\_ on

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

Kathy M. Jackson  
Notary Public in and for  
the State of TEXAS



## 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) HUSHPUPPIES, SLAW, BOILED RED POTATOES, PINTO BEANS, RICE,  
VEGETABLES, 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 IFP 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 IBD).

OWNER:

CONTRACTOR:

Jefferson County

(Vendor Name)

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

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

TITLE: County Judge

TITLE: Owner

ATTEST:

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



**JEFFERSON COUNTY, TEXAS  
PURCHASING DEPARTMENT**

1149 Pearl Street – First Floor  
Beaumont, Texas 77701  
409-835-8593 phone

**ADDENDUM TO IFB 22-031/MR**

IFB Number: IFB 22-031/MR

IFB Title: Term Contract for Temporary Canteen (Meal Catering)  
Disaster/Emergency for Jefferson County

IFB Due: **11:00 am, CT, July 6, 2022**

Addendum No.: 1

Issued (Date): 6-30-2022

**TO BIDDER:** This Addendum is an integral part of the IFB package under consideration by you as a Bidder 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 IFB package – **including all addenda.** For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed proposal.** If the Proposal has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and Opening Date and Time, as stated above.

**Reason for Issuance of this addendum:**

**1. Questions and answers from Offerors**

**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 Bidder:

ATTEST:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

Approved by \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature (Bidder)

\_\_\_\_\_  
Title of Person Signing Above

\_\_\_\_\_  
Typed Name of Business or Individual

\_\_\_\_\_  
Address

1. Q – During the months of June through November will the selected caterer be required to store all food products in quantities adequate to feed up to 500 people per meal for four days at their own physical facility or Jefferson County facilities? We believe “its own facilities” refers to the caterer’s facility. Please advise.

A – Yes, “its own facilities” refers to the Contractors facilities.

2. Q – Given that this contract grants no guaranteed purchase, does the County require that the selected caterer store fresh food ingredients during the months June through November in adequate quantities to provide meals such as those identified in Appendix A? Or would the County consider that the selected caterer be allowed to store adequate amounts of ancillary products and supplies excluding fresh food such as chicken, ribeye, eggs, etc., understanding that the contracted caterer must still meet requirements to serve meals within 12 hours?

A – The contracted caterer can store food as they see fit understanding they are required to serve meals within 12 hours of notification from the County.

3. Q - Understanding that meals are required to be served within the first 12 hours following activation, will the selected caterer be required to stage equipment at Jefferson County Courthouse facilities during the months of June through November, or can the successful bidder mobilize equipment from its own location or another to provide catering services within the 12 hour response time?

A – The contracted caterer should store mobilization equipment at the location of their choosing, understanding they are required to serve meals within 12 hours of notification.

## ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Re-Bid 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 22-041/MR, Re-Bid 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:**

  
 \_\_\_\_\_  
 Jeff R. Branick  
 Jefferson County Judge

August 16, 2022  
 \_\_\_\_\_  
 Date

**ATTEST:**  
  
 \_\_\_\_\_  
 Laurie Leister  
 Jefferson County Clerk



**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:

**Advantage Interests Inc.**

Company Name

**7840 W Little York**

Address

**Houston Tx 77040**

City State Zip

*Joe Sanchez*

Signature of Person Authorized to Sign

**Joe Sanchez**

Printed Name

**General Sales Manager**

Title

For clarification of this offer, contact:

**Joe Sanchez, General Sales Manager**

Name & Title

**713-983-7253 713-983-7292**

Phone Fax

**jsanchez@advantagefireprotection.com**

E-mail

**REQUIRED FORM**

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

Preliminary Tabulation  
IFB 22-041/MR

Re- Bid Term Contract for Fire Sprinkler, Fire Pump, Kitchen Hood Suppression and Halon 1301 Fire Suppression Inspection for Jefferson County  
Opening Date: Wednesday, August 3, 2022

| Item                                            | Unit          | Description                                                                          | Advantage Interests, Inc.<br>Unit Price | Summit Fire & Security, LLC<br>Unit Price |
|-------------------------------------------------|---------------|--------------------------------------------------------------------------------------|-----------------------------------------|-------------------------------------------|
| 1                                               | Semi-annually | Sprinkler Systems (wet pipe system inspection)                                       | \$200.00                                | \$200.00                                  |
| 2                                               | Semi-annually | Sprinkler Systems (dry pipe system inspection)                                       | \$200.00                                | \$200.00                                  |
| 3                                               | Semi-annually | Cooking Vent Hood Suppression Systems                                                | \$175.00                                | \$109.25                                  |
| 4                                               | Semi-annually | Halon 1301 System                                                                    | \$350.00                                | \$200.00                                  |
| 5                                               | Annually      | Fire Pump Systems (fire pump flow test to be performed after hours or weekends only) | \$546.00                                | \$995.00                                  |
| 6                                               | Semi-annually | Standpipe Systems                                                                    | \$150.00                                | \$185.00                                  |
| Total                                           |               |                                                                                      | \$1,621.00                              | \$1,889.25                                |
| Sprinkler Certificate of Registration attached? |               |                                                                                      | Yes                                     | Yes                                       |

|                                                                                                                                                                          |                                                                                                                                                                        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Advantage Interests, Inc.<br>7840 W Little York<br>Houston TX 77040<br>Attn: Joe Sanchez<br>jsanchez@advantagefireprotection.com<br>ph: 713-983-7253<br>fx: 713-983-7292 | Summit Fire & Security, LLC<br>2218 Atkinson Dr.<br>Lufkin, TX 75901<br>Attn: Charles Parham<br>cparham@summitfiresecurity.com<br>ph: 936-632-7111<br>fx: 936-639-6130 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Jefferson County makes no claim that this bid tabulation represents anything other than the information read aloud at the public opening. The County has not checked the bids for errors, or made any determinations that the solicitations meet all requirements. In the case of a discrepancy between information on this tabulation and the original hard-copy document, the original hard copy shall prevail.



**ACCEPTANCE OF OFFER**

The Offer is hereby accepted for the following items: Termite Treatment for Jefferson County, Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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

This contract shall henceforth be referred to as Contract No. IFB 22-040/MR, Termite Treatment for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

**COUNTERSIGNED:**

  
\_\_\_\_\_  
Jeff R. Branick  
Jefferson County Judge

August 16, 2022  
Date

**ATTEST:**

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



**OFFER AND ACCEPTANCE FORM  
OFFER TO CONTRACT**

To Jefferson County:

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

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

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

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

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

G & G Pest Control

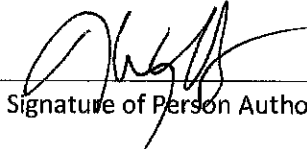
Company Name

301 S. Adams St.

Address

Beeville                      Texas                      78102

City                      State                      Zip



Signature of Person Authorized to Sign

Henry Garrett

Printed Name

Owner

Title

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

Henry Garrett

Owner

Name & Title

361-358-4886

Phone

361-358-4884

Fax

gandgpestcontrol@sbcglobal.net

E-mail

**REQUIRED FORM**

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

Preliminary Tabulation  
 IFB 22-040/MR  
 Termite Treatment for Jefferson County  
 Bid Opening: Wednesday, August 10, 2022

| Item | Service Location                                                                                                                                                                     | Square Footage | Unit Price (per square foot) | Initial Service (Including quarterly inspections) Total Price for Service Location | Additional Annual Service and Inspections | Call out for Additional Service not included with Annual Service & Inspection (per square foot) |
|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|------------------------------|------------------------------------------------------------------------------------|-------------------------------------------|-------------------------------------------------------------------------------------------------|
| 1    | <b>Jefferson County Courthouse – Historic Portion</b><br>1149 Pearl Street, Beaumont TX<br>Contact Person: Greg Keller 409-835-8511                                                  | 115,490        | <u>\$0.05</u>                | <u>\$5,774.50</u>                                                                  | <u>\$1,554.90</u>                         | <u>\$125.00</u>                                                                                 |
| 2    | <b>Jefferson County Courthouse – New Portion</b><br>1001 Pearl Street, Beaumont TX<br>Contact Person: Greg Keller 409-835-8511                                                       | 140,937        | <u>\$0.06</u>                | <u>\$8,456.22</u>                                                                  | <u>\$1,409.37</u>                         | <u>\$125.00</u>                                                                                 |
| 3    | <b>Jefferson County Annex I – Beaumont</b><br>215 Franklin Street, Beaumont TX<br>Contact Person: Greg Keller 409-835-8511                                                           | 31,784         | <u>\$0.05</u>                | <u>\$1,589.20</u>                                                                  | <u>\$317.84</u>                           | <u>\$75.00</u>                                                                                  |
| 4    | <b>Jefferson County Annex IV – Beaumont</b><br>820 Neches, Beaumont TX 77701<br>Contact Person: Greg Keller 409-835-8511                                                             | 20,000         | <u>\$0.06</u>                | <u>\$1,200.00</u>                                                                  | <u>\$400.00</u>                           | <u>\$80.00</u>                                                                                  |
| 5    | <b>Jefferson County Subcourthouse – Port Arthur</b><br>525 Lakeshore Drive, Port Arthur TX<br>Contact Person: Kenneth Shepherd 409-983-8307                                          | 15,394         | <u>\$0.13</u>                | <u>\$2,001.22</u>                                                                  | <u>\$307.88</u>                           | <u>\$75.00</u>                                                                                  |
| 6    | <b>Jefferson County Annex III – (Health &amp; Welfare/Community Supervision) – Port Arthur</b><br>800 Fourth Street, Port Arthur TX<br>Contact Person: Kenneth Shepherd 409-983-8307 | 14,300         | <u>\$0.09</u>                | <u>\$1,287.00</u>                                                                  | <u>\$286.00</u>                           | <u>\$65.00</u>                                                                                  |
| 7    | <b>Precinct #3 Service Center (office only)</b><br>5700 Jade Avenue, Port Arthur TX<br>Contact Person: Kenneth Shepherd 409-983-8307                                                 | 3,500          | <u>\$0.32</u>                | <u>\$1,120.00</u>                                                                  | <u>\$140.00</u>                           | <u>\$55.00</u>                                                                                  |
| 8    | <b>Mid County Office Building</b><br>7933 Viterbo Road, Beaumont TX<br>Contact Person: Bobby Kelly 409-727-2173                                                                      | 6,120          | <u>\$0.29</u>                | <u>\$1,774.80</u>                                                                  | <u>\$183.60</u>                           | <u>\$55.00</u>                                                                                  |
| 9    | <b>Jefferson County Hamshire Building</b><br>24420 Highway 124, Hamshire TX<br>Contact Person: Bobby Kelly 409-727-2173                                                              | 2,858          | <u>\$0.11</u>                | <u>\$314.38</u>                                                                    | <u>\$85.74</u>                            | <u>\$50.00</u>                                                                                  |

| Item | Service Location                                                                                                                             | Square Footage | Unit Price (per square foot) | Initial Service (Including quarterly inspections) Total Price for Service Location | Additional Annual Service and Inspections | Call out for Additional Service not included with Annual Service & Inspection (per square foot) |
|------|----------------------------------------------------------------------------------------------------------------------------------------------|----------------|------------------------------|------------------------------------------------------------------------------------|-------------------------------------------|-------------------------------------------------------------------------------------------------|
| 10   | <b>Minnie Rogers Juvenile Justice Center – Beaumont</b><br>5326 Highway 69 South, Beaumont TX<br>Contact Person: Chief Cockrell 409-722-7474 | 12,850         | <u>\$0.27</u>                | <u>\$3,469.50</u>                                                                  | <u>\$385.50</u>                           | <u>\$77.00</u>                                                                                  |

Jefferson County makes no claim that this bid tabulation represents anything other than the information read aloud at the public opening. The County has not checked the bids for errors, or made any determinations that the solicitations meet all requirements. In the case of a discrepancy between information on this tabulation and the original hard-copy document, the original hard copy shall prevail.

G & G Pest Control  
 301 S. Adams St.  
 Beeville, TX 78102  
 Phone: (361) 358-4886

 **AIA® Document G802™ – 2017**

**Amendment to the Professional Services Agreement**

**PROJECT:** (name and address)  
Jefferson County Airport - Jerry Ware  
Terminal & Fire Station  
5000 Jerry Ware Drive  
Beaumont, Texas 77705

**AGREEMENT INFORMATION:**  
Date: June 21, 2022

**AMENDMENT INFORMATION:**  
Amendment Number: I  
Date: August 10, 2022

**OWNER:** (name and address)  
BeJefferson County Commissioners  
Court  
Judge Jeff Branick  
1149 Pearl Street  
Beaumont, Texas 77701

**ARCHITECT:** (name and address)  
The LaBiche Architectural Group, Inc  
Dohn H. LaBiche, FAIA  
7999 Gladys Ave, Suite 101  
Beaumont, Texas 77706

The Owner and Architect amend the Agreement as follows:  
The addition of new roofs to the original scope of work for the Jerry Ware Terminal.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:  
Fixed Fee addition of Twenty-eight Thousand dollars (\$28,000).

Schedule Adjustment:

**SIGNATURES:**

The LaBiche Architectural Group,  
Inc.

**ARCHITECT** (Firm name)

**SIGNATURE**

Dohn H. LaBiche, FAIA

**PRINTED NAME AND TITLE**

**DATE**

Jefferson County Commissioners  
Court

**OWNER** (Firm name)

**SIGNATURE**

Judge Jeff Branick

**PRINTED NAME AND TITLE**

**DATE**

**ATTEST**

**DATE**



**From:** [Dohn Labiche](#)  
**To:** [Alex Rupp](#)  
**Cc:** [Jamey West](#)  
**Subject:** Jerry Ware Terminal Renovations  
**Date:** Thursday, August 04, 2022 3:32:12 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[21030\\_A1.2\\_Second and Third Floor Plan Roof Leaks.pdf](#)  
[21030\\_A1.1\\_First Floor Plan Roof Leaks.pdf](#)

---

On July 6, 2022 our staff made a visit to the terminal to gather information for the Terminal renovation. The weather was very bad that day and we were in the terminal during a bad thunder shower. What we found were several areas of water infiltration through the roof system. Infact, some were so bad that in my professional opinion, it would not be smart to construct the new improvements in those areas because they would be destroyed during a similar rain event. Not only would some of the new construction be at risk but we also found the following which we would deem hazardous to employees and visitors:

1. Water infiltration into and around electrical devices, light fixtures, outlets and equipment.
2. Water infiltration into and around mechanical equipment, ductwork and air grills.
3. Water on floors in public access areas.

It is obvious that we must stop the water infiltration prior to beginning any renovations in the terminal. I am attaching plans showing all of the areas were we discovered roof leaks during our visit.

My suggestion is that I would propose that we add new roofs for the terminal to our scope of work. To provide these additional services we propose a fixed fee addition to our contract of Twenty-eight Thousand dollars (\$28,000). Should you agree with the addition of the roofing to our scope of work, please notify our office and we will issue an addenda to our contract for this additional scope. Please feel free to call should you have any questions.

***Thank you,***

***Dohn H. LaBiche, FAIA***

ü Please consider the environment before printing this e-mail.



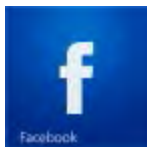
***The LaBiche Architectural Group, Inc.***

**7999 Gladys Avenue, Suite 101**

**Beaumont, Texas 77706**

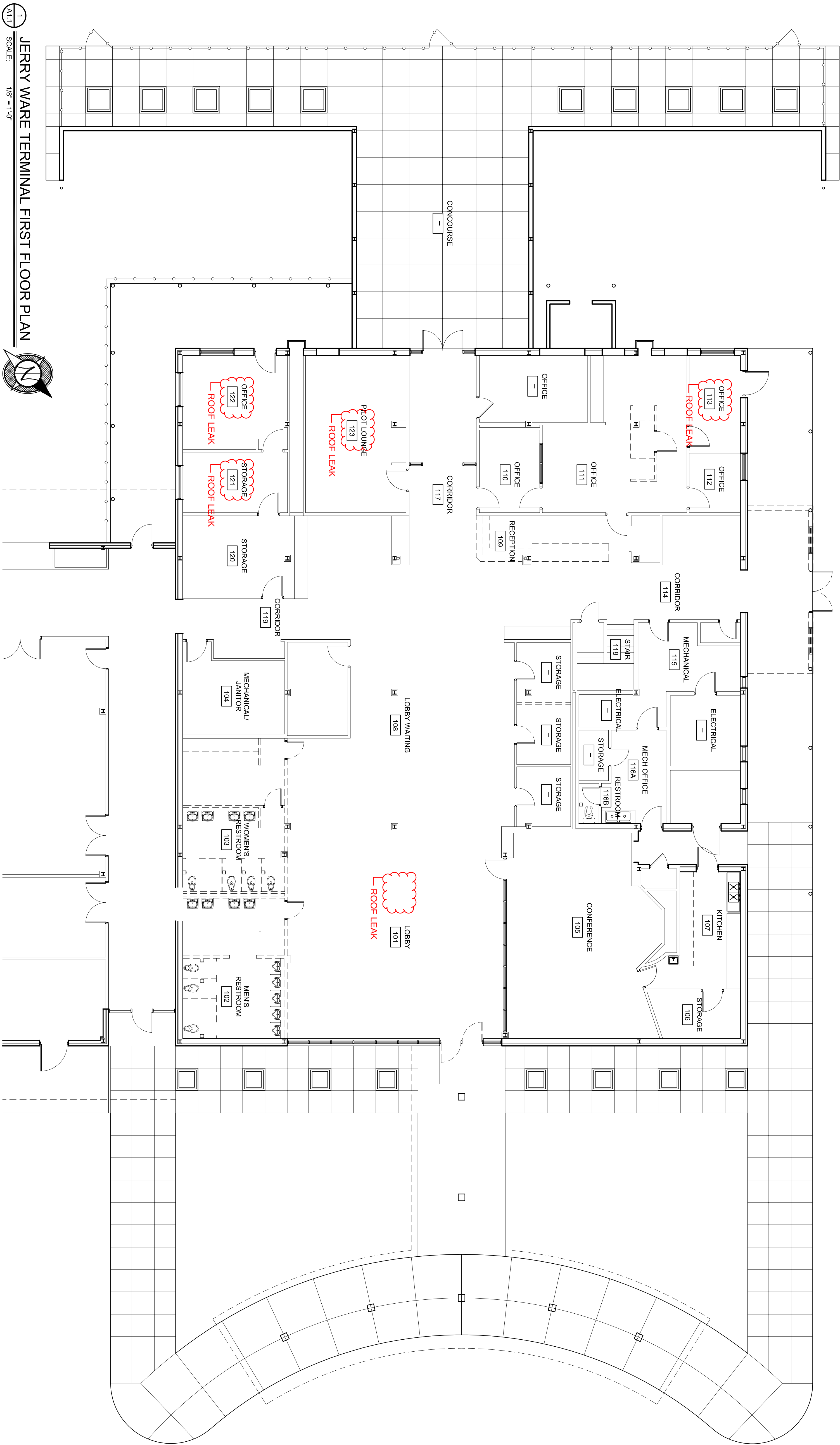
**409.860.0197 – Fax 409.860.0198**

[www.labiche.com](http://www.labiche.com)

**Office Hours:****Monday – Thursday: 7:30 am – 5:30 pm (closed for lunch 12-1 pm)****Friday: 7:30 am – 11:30 am*****Please “Like” us on Facebook***

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JERRY WARE TERMINAL FIRST FLOOR PLAN

SCALE: 1/8" = 1'-0"

1  
A1.1

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THE ARCHITECT.

XX.XX.2022  
12.31.2022  
EXPIRATION DATE

7999 GLADYS AVENUE - SUITE 101  
BEAUMONT, TEXAS 77706  
PHONE (409) 860-0197  
FAX (409) 860-0198  
WWW.LABICHE.COM

THE  
LaBICHE  
ARCHITECTURAL  
GROUP, INC.

RENOVATIONS TO  
JERRY WARE TERMINAL & ARFF STATION  
5000 JERRY WARE DRIVE  
BEAUMONT, TEXAS 77705  
JEFFERSON COUNTY

SET NO.

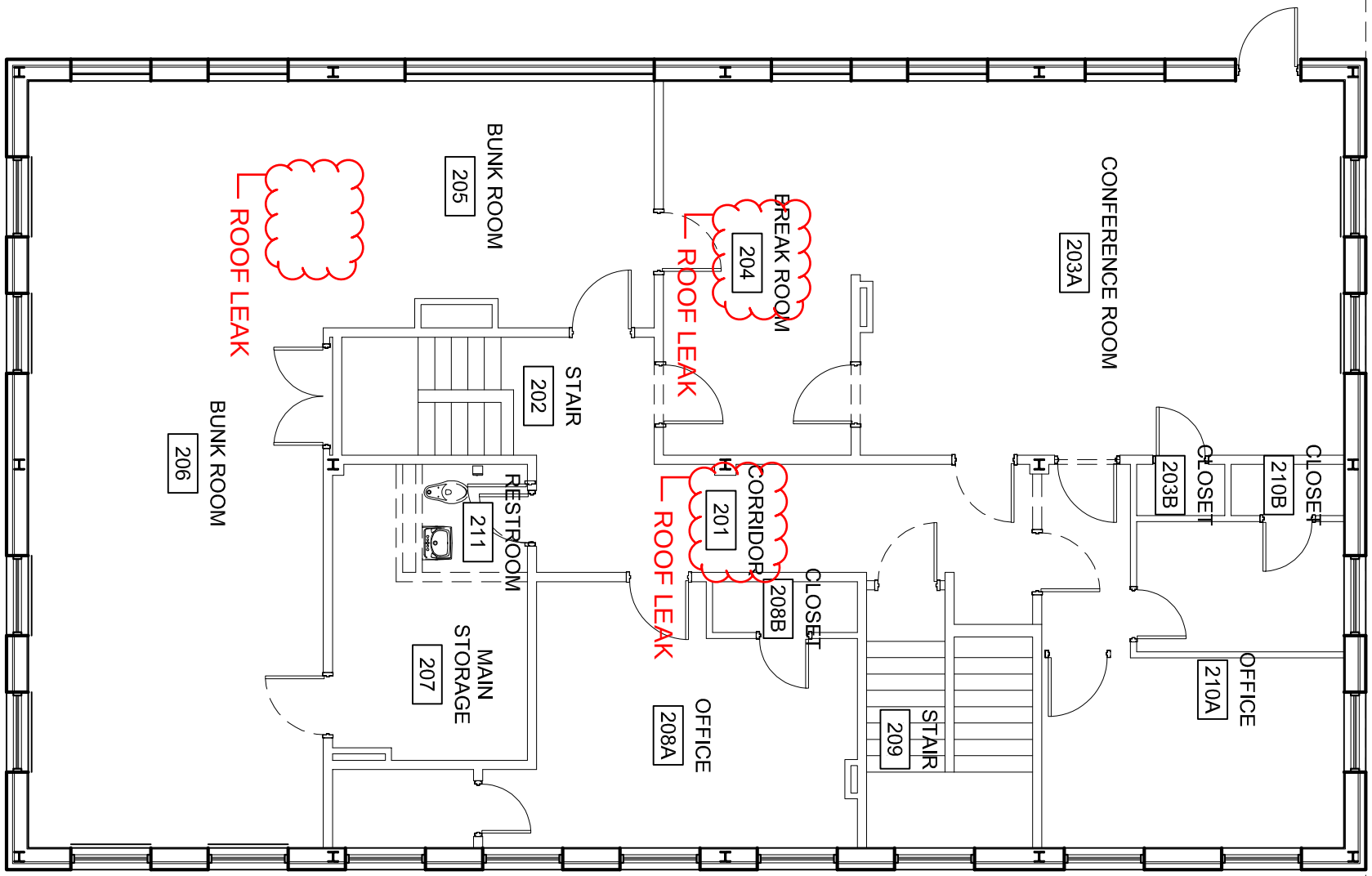
SHEET NUMBER  
A1.1  
21030  
FILENAME

DRAWN BY  
CM  
PROJECT NUMBER  
21030  
DOCUMENT RELEASE DATES

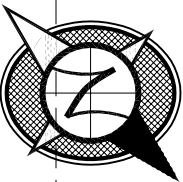
THIS DOCUMENT HAS BEEN REVIEWED FOR  
COMPLIANCE WITH THE TEXAS  
ARCHITECTURAL BOARD RULES AND  
REGULATIONS FOR THE PRACTICE OF  
ARCHITECTURE.  
DATE: 08.08.2022 BY: 41482

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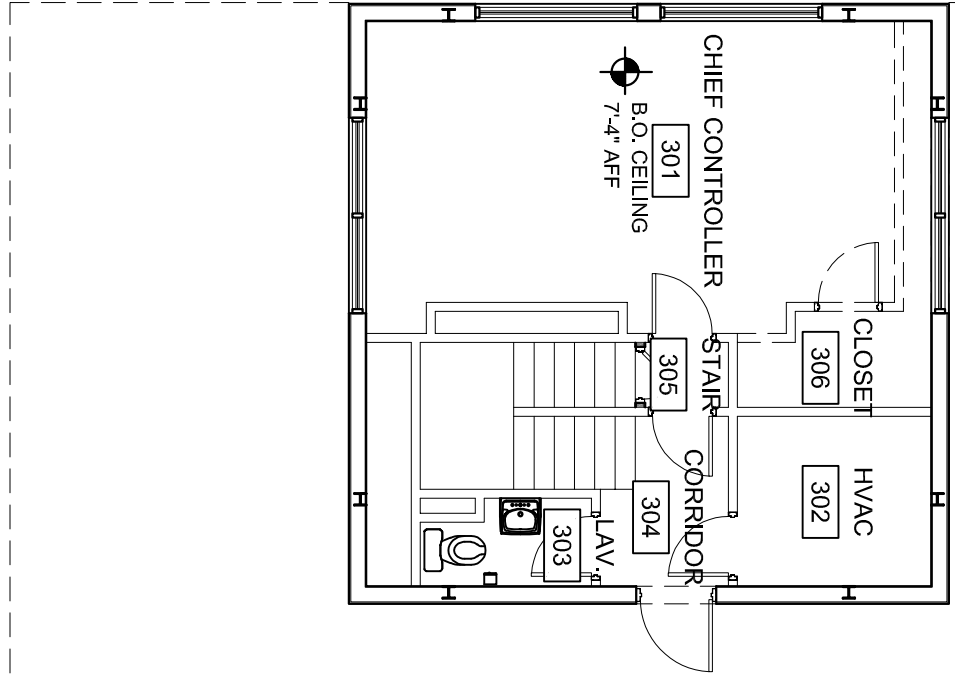




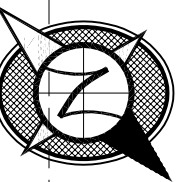
1  
A1.2  
JERRY WARE TERMINAL SECOND FLOOR PLAN



SCALE: 1/8" = 1'-0"



2  
A1.2  
JERRY WARE TERMINAL THIRD FLOOR PLAN



SCALE: 1/8" = 1'-0"

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CONSENT OF THE ARCHITECT.  
ARCHITECTURAL GROUP, INC.

XX.XX.2022  
12.31.2022  
EXPIRATION DATE

7999 GLADYS AVENUE - SUITE 101  
BEAUMONT, TEXAS 77706  
PHONE (409) 860-0197  
FAX (409) 860-0198  
WWW.LABICHE.COM

THE  
LaBICHE  
ARCHITECTURAL  
GROUP, INC.

RENOVATIONS TO  
JERRY WARE TERMINAL & ARFF STATION  
5000 JERRY WARE DRIVE  
BEAUMONT, TEXAS 77705  
JEFFERSON COUNTY

SET NO.

SHEET  
NUMBER  
A1.2  
21030  
FILENAME

DESIGNED BY  
PROJECT NUMBER  
21030  
DOCUMENT RELEASE DATES

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PERMITTING OR CONSTRUCTION

ISSUED  
DATE  
06/08/2022 11:08

**CONTRACT RENEWAL FOR IFB 19-038/YS**  
**TERM CONTRACT FOR PAPER STOCK AND ENVELOPES FOR**  
**JEFFERSON COUNTY**

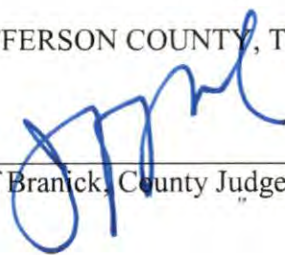
The County entered into a contract with Lindenmeyr Munroe for one (1) year, from September 9, 2019 to September 8, 2020, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its third one-year option to renew the contract for one (1) additional year from September 6, 2022 to September 5, 2023.

ATTEST:

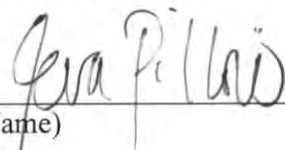
  
Laurie Leister, County Clerk 8-16-22

JEFFERSON COUNTY, TEXAS

  
Jeff Branick, County Judge 8-16-22



CONTRACTOR:  
Lindenmeyr Munroe

  
(Name)



**Mark Greenberg**  
President, Envelope Group

200 First Stamford Pl, 2<sup>nd</sup> Fl  
Stamford, CT 06902  
c: 914.329.4044

August 5<sup>th</sup>, 2022

Dear Valued Customer,

Regrettably we have not yet seen any abatement in rising prices in the marketplace affecting the envelope industry. Strong inflationary pressures continue with intensity causing a relentless rise in prices for raw materials, including envelope grade papers.

All major mills have announced a market price increase for August 1<sup>st</sup>. This, in addition to other increases for window film, adhesives, ink and packaging in this same time period, have necessitated us to pass on a 10% price increase for shipments after September 4<sup>nd</sup>, 2022.

Please know that we value your business and we truly regret that the market conditions have precipitated the need for this price change. Thank you for your long-standing commitment to our business and your understanding of the consequences of these unprecedented market dynamics.

Sincerely,

Mark Greenberg



**Lindenmeyr Munroe**  
Division of Central National Gottesman Inc.

ALL TSB

We are going to do all we can to take care of TSB . Due to circumstances out of our control. We can not hold pricing or inventory. The mills are on allocation and have had an approximate 40% increases in all products. Freight charges are 4 times higher and mills are having trouble getting trucks. All mills have removed all special prices on all TSB business so that makes it even harder for us to give you the great prices we have been doing in the past. Lindenmeyr Munroe will do all they can to help take care of you. We have always worked hard to take special care of all the school districts. We will due our best to take care of some of your needs, but we do not have the allocation for all of them. We are now having to quote price prevail at time of shipment. All manufactures increases will Apply at time of order ships. We cannot put stock on hold. First come first serve.

Thank You so much

Bid Coordinator

Gina Allen

214 637-7161





## CURRENT PRICING:

### I. Paper Sock:

1. 8.5x11-20# Bond – IP Relay \$9.84/m or \$49.20/carton of 5000.
2. 8.5x11-20# 3 HP Bond – IP Relay \$11.77/m or \$58.85/carton of 5000.
3. 8.5x14-30# Bond – IP Relay \$14.97/m or \$74.86/carton of 5000.
4. 11x17-20# Bond - Lettermark \$25.68/m or \$64.20/carton of 2500.
5. 8.5x11-20# Bond Colors - Springhill \$15.59/m or \$77.95/carton of 5000 (buff, peach, orchid, cherry, and ivory are discontinued, gray is still made).
6. 8.5x14-20# Bond Colors - "No Bid Line #6" (buff, peach, orchid, cherry, ivory, or gray unavailable).
7. 8.5x11-20# Bond Colors – Springhill \$15.59/m or \$77.95/carton of 5000 (salmon, goldenrod, pink, blue, canary, green).
8. 8.5x14-20# Bond Colors – Springhill \$21.39/m or \$106.95/carton of 5000 (goldenrod, pink, blue, canary, green).
9. 8.5x11-20# Neenah Atlas Bond - "No Bid Line #9" (as 20# is a discontinued item).
10. 8.5x14-20# 25% Bond Rag - "No Bid Line #10"

### II. Card Stock:

11. 8.5x11-67# White VB – Springhill \$28.34/m or \$56.68/carton of 2000.
12. 8.5x11-67# Colors VB – Springhill \$31.03/m or \$62.04/carton of 2000 (green, goldenrod, blue, pink, ivory, canary, gray).
13. 8.5x11-20# White Sulfite - "No Bid Line #13"
14. 8.5x11-60T Brite Hue – Neenah Astrobright \$27.12/m or \$135.60/carton of 5000.
15. 8.5x11-80C Classic Crest ABW - Neenah \$109.44/m or \$218.88/carton of 2000.
16. 8.5x11-80C Classic Crest Bar Ivory - \$110.68/m or \$221.36/carton of 2000.



**Lindenmeyr Munroe**  
Division of Central National Gettlesman Inc.

17. 8.5x11 80T Starwhite Archiva - "No Bid Line #17" (discontinued item).

### III. Envelopes:

18. 10x13-24# Catalog Envelopes - Lindenmeyr Envelope \$114.34/m or \$57.17/carton of 500.

19. 9x12-24# Catalog Envelopes - Lindenmeyr Envelope \$99.58/m or \$49.79/carton of 500.

20. 15x10-32# Brown Kraft Document Envelope - "No Bid Line# 20"

21. #9/24 Window Envelopes - Lindenmeyr Envelope \$37.15/m or \$92.88/carton of 2500.

22. #9/24 Regular Envelopes - Lindenmeyr Envelope \$32.40/m or \$81.00/carton of 2500.

23. #10/24 Window Envelopes - Lindenmeyr Envelope \$37.15/m or \$92.88/carton of 2500.

24. #10/24 Regular Envelopes - Lindenmeyr Envelope \$32.40/m or \$81.00/carton of 2500.

25. #11/28 Window Envelopes - "No Bid Line #25"

26. #11/28 Regular Envelopes - Cenveo \$70.88/m or \$177.20/carton of 2500.

27. #12/24 Window Envelopes - "No Bid Line #27"

28. #12/24 Regular Envelopes - "No Bid Line #28"

29. #10/28 Brown Kraft Envelopes - "Bid Line #29"

30. #12/28 Brown Kraft Envelopes - Cenveo \$122.34/m or \$305.85/carton of 2500.

31. #14/28 Brown Kraft Envelopes - "No Bid Line #31"

32. #10 Opaque Envelopes - Springhill \$53.01/m or \$132.53/carton of 2500 (blue, green, cream, pink, gray, ivory, canary).



**Lindenmeyr Munroe**  
Division of Central National Gossamer Inc.

#### IV. Carbonless:

- 33. 8.5x11-2 Part Carbonless – NCR \$40.41/m or \$202.05/carton of 5000.
- 34. 8.5x11-3 Part Carbonless – NCR \$45.45/m or \$237.25/carton of 5000.
- 35. 8.5x11-4 Part Carbonless – NCR \$48.45/m or \$242.95/carton of 5000.
- 36. 8.5x11-5 Part Carbonless – NCR \$49.96/m or \$249.80/carton of 5000.
- 37. 8.5x14-2 Part Carbonless – NCR \$48.18/m or 256.95/carton of 5000.
- 38. 8.5x14- 3 Part Carbonless – NCR \$54.15/m or \$288.80/carton of 5000.
- 39. 8.5x14-4 Part Carbonless - NCR \$57.90/m or \$308.80/carton of 5000.
- 40 8.5x14-5 Part Carbonless – NCR \$59.66/m or \$318.80/carton of 5000.
- 41. 8.5x11-60T Astrobrights – Neenah \$27.12/m or \$135.60/carton of 5000.
- 42. 8.5x11-65C Astrobrights – Neenah \$53.68/m or \$134.20/carton of 2000.

\*Please note that all prices are subject to change, due to any and all increases from the paper mills, including any possible freight charges.

Eva Pillow

Sales Representative

409.600.4072

[epillow@lindenmeyr.com](mailto:epillow@lindenmeyr.com)



# JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah L. Clark, County Purchasing Agent*

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

**IFB 19-038/YS**

**Term Contract for Paper Stock and Envelopes for Jefferson County**

**Awarded: September 9, 2019**

## CURRENT PRICING

Renewal 1: 9/8/2020 – 9/7/2021

Renewal 2: 9/7/2021 – 9/6/2022

Renewal 3: 9/6/2022 – 9/5/2023

updated 8/16/2022

### **I. Paper Stock**

| Item | Description                                                                                                                                  | Manufacturer & Brand       | Unit Price Per M     | Sheets per case | Unit Price Per Case  | Vendor                             |
|------|----------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|----------------------|-----------------|----------------------|------------------------------------|
| 1    | 20 lb. Bond Paper, long grain, white 8½x11, Paper grade: Premium #4                                                                          | Mondi Maestro Special      | \$7.64<br>\$9.752    | 5000            | \$38.20<br>\$48.76   | Western BRW Paper - Bosworth Paper |
| 2    | 20 lb. Bond Paper, long grain, white 8½x11, 3-hole punched – Paper grade: Premium #4                                                         | Domtar Lettermark 92       | \$8.486<br>\$9.864   | 5000            | \$42.43<br>\$49.32   | Western BRW Paper – Bosworth Paper |
| 3    | 20 lb. Bond Paper, long grain, white 8½x14, Paper grade: Premium #4                                                                          | Domtar Lettermark 92       | \$10.794<br>\$12.492 | 5000            | \$53.97<br>\$62.46   | Western BRW Paper - Bosworth Paper |
| 4    | 20 lb. Bond Paper, long grain, white 11x17, Paper grade: Premium #4                                                                          | Domtar Lettermark 92       | \$16.36<br>\$19.344  | 2500            | \$40.90<br>\$48.36   | Western BRW Paper - Bosworth Paper |
| 5    | 20 lb. Bond Paper, long grain, colors (peach, orchid, cherry, ivory, grey), 8½x11 – ream wrap only (combined total), Paper grade: premium #4 | Domtar Earth Choice Colors | \$10.86<br>\$12.258  | 5000            | \$54.29<br>\$61.29   | Western BRW Paper - Bosworth Paper |
| 6    | 20 lb. Bond Paper, long grain, colors (peach, orchid, cherry, ivory, grey), 8½x14 – ream wrap only (combined total), Paper grade: Premium #4 | Domtar Earth Choice Colors | \$14.77<br>\$16.79   | 5000            | \$73.85<br>\$83.95   | Western BRW Paper - Bosworth Paper |
| 7    | 20 lb. Bond Paper, colors (buff, salmon, goldenrod, pink, blue, canary, green), 8½x11                                                        | Domtar Earth Choice Colors | \$10.86<br>\$12.258  | 5000            | \$54.29<br>\$61.29   | Western BRW Paper - Bosworth Paper |
| 8    | 20 lb. Bond Paper, long grain, colors (ivory, goldenrod, pink, blue, canary, green), 8½x14                                                   | Domtar Earth Choice Colors | \$14.77<br>\$16.790  | 5000            | \$73.85<br>\$83.95   | Western BRW Paper - Bosworth Paper |
| 9    | 20 lb. Bond Paper, 25% rag, long grain, cockle finish, white, 8½x11. Paper grade: #1                                                         | Nenah Atlas Bond           | \$29.974<br>\$38.786 | 5000            | \$149.87<br>\$193.93 | Western BRW Paper - Bosworth Paper |
| 10   | 20 lb. Bond Paper, 25% rag, long grain, cockle finish, white, 8½x14. Paper grade: #1                                                         | No Bid                     | No Bid               | No Bid          | No Bid               | No Bid                             |



## II. Card Stock

| Item | Description                                                                                                                                    | Manufacturer & Brand               | Unit Price Per M                | Sheets per case | Unit Price Per Case             | Vendor                             |
|------|------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|---------------------------------|-----------------|---------------------------------|------------------------------------|
| 11   | 67 lb. Vellum cover stock (white) 8½x11, shrink wrap acceptable (combined total).<br>Paper grade: #4                                           | Domtar Earthchoice VB              | <del>\$20.88</del><br>\$23.95   | 2000            | <del>\$41.76</del><br>\$47.90   | Western BRW Paper - Bosworth Paper |
| 12   | 67 lb. Vellum cover stock (aqua, green, gold, blue, pink, ivory, yellow, grey) 8½x11, shrink wrap acceptable (combined total). Paper grade: #4 | Domtar Earth Choice Vellum Bristol | <del>\$21.78</del><br>\$24.87   | 2000            | <del>\$43.56</del><br>\$49.74   | Western BRW Paper - Bosworth Paper |
| 13   | 20 lb. #1 White Sulfite, long grain white, 8½x11 Hammermill. Paper grade: Grade 1 watermark                                                    | No Bid                             | No Bid                          | No Bid          | No Bid                          | Western BRW Paper - Bosworth Paper |
| 14   | Brite Hue – 60 lb. text & cover 8½x11 (red, violet, green, orange, ultra fuchsia)                                                              | Neenah Astrobrights                | <del>\$17.208</del><br>\$23.398 | 5000            | <del>\$86.04</del><br>\$116.99  | Western BRW Paper - Bosworth Paper |
| 15   | #80 8½x11 Classic Crest Avon Brilliant White                                                                                                   | Neenah Classic Crest Cover         | <del>\$96.525</del><br>\$102.31 | 2000            | <del>\$193.05</del><br>\$204.62 | Western BRW Paper - Bosworth Paper |
| 16   | #80 8½x11 Classic Crest Avon Ivory                                                                                                             | Neenah Classic Crest Cover         | <del>\$96.525</del><br>\$102.31 | 2000            | <del>\$193.05</del><br>\$204.62 | Western BRW Paper - Bosworth Paper |
| 17   | <del>Olmsted Kirk</del><br>80 lb. Starwhite Smooth Text Archiva, 8½x11<br>Discontinued                                                         | Neenah                             | \$50.40                         | 2000            | \$100.80                        | Lindenmeyr-Munroe                  |

## III. Envelopes

| Item | Description                                                                 | Manufacturer & Brand | Unit Price Per M               | Sheets per case | Unit Price Per Case             | Vendor                             |
|------|-----------------------------------------------------------------------------|----------------------|--------------------------------|-----------------|---------------------------------|------------------------------------|
| 18   | 24 lb. catalog envelopes 10"x13" white woven                                | Cenveo               | <del>\$70.54</del><br>\$106.46 | 500             | <del>\$35.27</del><br>\$53.23   | Western BRW Paper - Bosworth Paper |
| 19   | 28 lb. white catalog envelopes 9"x12"                                       | Cenveo               | <del>\$66.76</del><br>\$106.26 | 500             | <del>\$33.38</del><br>\$53.13   | Western BRW Paper - Bosworth Paper |
| 20   | <del>15"x10" brown kraft gummed flap document env. 32# (Discontinued)</del> | <del>Cenveo</del>    | <del>\$99.00</del>             | 500             | <del>\$49.50</del>              | <del>Lindenmeyr-Munroe</del>       |
| 21   | #9 window envelopes – 24 lb. white wove                                     | Cenveo               | <del>\$19.50</del><br>\$37.15  | 2500            | <del>\$48.75</del><br>\$92.88   | Lindenmeyr-Munroe                  |
| 22   | #9 regular envelopes – 24 lb. white wove                                    | Cenveo               | <del>\$17.26</del><br>\$32.40  | 2500            | <del>\$43.15</del><br>\$81.00   | Lindenmeyr-Munroe                  |
| 23   | #10 window env. – 24 lb. white wove (hard boxes)                            | Cenveo               | <del>\$19.50</del><br>\$37.15  | 2500            | <del>\$48.75</del><br>\$92.88   | Lindenmeyr-Munroe                  |
| 24   | #10 regular env. – 24 lb. white wove (hard boxes)                           | Cenveo               | <del>\$17.26</del><br>\$32.40  | 2500            | <del>\$43.15</del><br>\$81.00   | Lindenmeyr-Munroe                  |
| 25   | #11 window envelopes – 28 lb. white wove                                    | Cenveo               | <del>\$43.95</del><br>\$68.732 | 2500            | <del>\$109.88</del><br>\$171.83 | Western BRW Paper - Bosworth Paper |

### III. Envelopes (continued)

|    |                                                                                        |        |                     |        |                      |                                          |
|----|----------------------------------------------------------------------------------------|--------|---------------------|--------|----------------------|------------------------------------------|
| 26 | #11 regular envelopes – 28 lb. white wove                                              | Cenveo | \$34.20<br>\$70.88  | 2500   | \$85.50<br>\$177.20  | Lindenmeyr-Munroe                        |
| 27 | #12 window envelopes – 24 lb. white wove<br>Discontinued                               | Cenveo | \$49.10             | 2500   | \$122.75             | Lindenmeyr-Munroe                        |
| 28 | #12 regular envelopes – 24 lb. white wove                                              | Cenveo | \$52.75<br>\$96.00  | 2500   | \$131.88<br>\$240.00 | Western BRW<br>Paper – Bosworth<br>Paper |
| 29 | #10 brown kraft envelopes – 28 lb. Discontinued                                        | Cenveo | \$26.10             | 2500   | \$65.25              | Lindenmeyr-Munroe                        |
| 30 | #12 brown kraft envelopes – 28 lb.                                                     | Cenveo | \$50.85<br>\$122.34 | 2500   | \$127.12<br>\$305.85 | Lindenmeyr-Munroe                        |
| 31 | #14 brown kraft envelopes – 28 lb.                                                     | No Bid | No Bid              | No Bid | No Bid               | No Bid                                   |
| 32 | Opaque envelopes - 4½x9 (blue, green, natural, cream, gold, pink, gray, ivory, yellow) | Cenveo | \$23.26<br>\$53.01  | 2500   | \$58.15<br>\$132.53  | Lindenmeyr-Munroe                        |

### IV. No Carbon Required Paper

| Item | Description                                               | Manufacturer & Brand | Unit Price Per M     | Sheets per case | Unit Price Per Case  | Vendor                                   |
|------|-----------------------------------------------------------|----------------------|----------------------|-----------------|----------------------|------------------------------------------|
| 33   | 8½x11 2-part black image carbonless reverse collated      | Neekoosa Carbonless  | \$21.47<br>\$23.248  | 5000            | \$107.35<br>\$116.24 | Western BRW<br>Paper - Bosworth<br>Paper |
| 34   | 8½x11 Mead 3-part black image carbonless reverse collated | Neekoosa Carbonless  | \$24.18<br>\$26.18   | 5000            | \$120.88<br>\$130.90 | Western BRW<br>Paper - Bosworth<br>Paper |
| 35   | 8½x11 Mead 4-part black image carbonless reverse collated | Neekoosa Carbonless  | \$25.84<br>\$27.984  | 5000            | \$129.20<br>\$139.92 | Western BRW<br>Paper - Bosworth<br>Paper |
| 36   | 8½x11 Mead 5-part black image carbonless reverse collated | Neekoosa Carbonless  | \$24.89<br>\$26.384  | 5000            | \$124.46<br>\$131.92 | Western BRW<br>Paper - Bosworth<br>Paper |
| 37   | 8½x14 Mead 2-part black image carbonless reverse collated | Neekoosa Carbonless  | \$26.96<br>\$28.574  | 5000            | \$134.78<br>\$142.87 | Western BRW<br>Paper - Bosworth<br>Paper |
| 38   | 8½x14 Mead 3-part black image carbonless reverse collated | Neekoosa Carbonless  | \$30.35<br>\$32.17   | 5000            | \$151.74<br>\$160.85 | Western BRW<br>Paper - Bosworth<br>Paper |
| 39   | 8½x14 Mead 4-part black image carbonless reverse collated | Neekoosa Carbonless  | \$32.45<br>\$34.396  | 5000            | \$162.25<br>\$171.98 | Western BRW<br>Paper - Bosworth<br>Paper |
| 40   | 8½x14 Mead 5-part black image carbonless reverse collated | Neekoosa Carbonless  | \$34.37<br>\$36.432  | 5000            | \$171.85<br>\$182.16 | Western BRW<br>Paper - Bosworth<br>Paper |
| 41   | 8½x11 Astro Bright Text, 60T                              | Neenah Astrobrights  | \$17.208<br>\$23.398 | 5000            | \$86.04<br>\$116.99  | Western BRW<br>Paper - Bosworth<br>Paper |
| 42   | 8½x11 Astro Bright Cover, 65C                             | Neenah Astrobrights  | \$34.10<br>\$50.665  | 2000            | \$68.20<br>\$101.33  | Western BRW<br>Paper - Bosworth<br>Paper |

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Lindenmeyr-Munroe  
1601 Valley View Lane  
Dallas TX 75234  
attn: Rich Wales  
rwales@lindenmeyr.com  
ph: 214-637-7146  
fx: 214-637-2131

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Western-BRW Paper Co. - Bosworth Papers  
10425 Okanella #600  
Houston TX 77041  
attn: Joseph T. Jordan  
jtjordan@ovol.us  
ph: 713-460-5060  
fx: 713-460-2037

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**CONTRACT RENEWAL FOR IFB 19-038/YS**  
**TERM CONTRACT FOR PAPER STOCK AND ENVELOPES FOR**  
**JEFFERSON COUNTY**

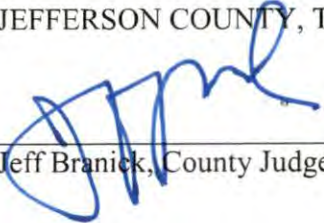
The County entered into a contract with Lindenmeyr Munroe for one (1) year, from September 9, 2019 to September 8, 2020, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its third one-year option to renew the contract for one (1) additional year from September 6, 2022 to September 5, 2021.

ATTEST:

  
\_\_\_\_\_  
Laurie Leister, County Clerk - 8-16-22

JEFFERSON COUNTY, TEXAS

  
\_\_\_\_\_  
Jeff Branick, County Judge 8-16-22

CONTRACTOR:  
Lindenmeyr Munroe

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



# JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah L. Clark, County Purchasing Agent*

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

**IFB 19-038/YS**

**Term Contract for Paper Stock and Envelopes for Jefferson County**

**Awarded: September 9, 2019**

## CURRENT PRICING

Renewal 1: 9/8/2020 – 9/7/2021

Renewal 2: 9/7/2021 – 9/6/2022

Renewal 3: 9/6/2022 – 9/5/2023

updated 8/16/2022

### **I. Paper Stock**

| Item | Description                                                                                                                                  | Manufacturer & Brand       | Unit Price Per M     | Sheets per case | Unit Price Per Case             | Vendor                             |
|------|----------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|----------------------|-----------------|---------------------------------|------------------------------------|
| 1    | 20 lb. Bond Paper, long grain, white 8½x11, Paper grade: Premium #4                                                                          | Mondi Maestro Special      | \$7.64<br>\$9.752    | 5000            | <del>\$38.20</del><br>\$48.76   | Western BRW Paper - Bosworth Paper |
| 2    | 20 lb. Bond Paper, long grain, white 8½x11, 3-hole punched – Paper grade: Premium #4                                                         | Domtar Lettermark 92       | \$8.486<br>\$9.864   | 5000            | <del>\$42.43</del><br>\$49.32   | Western BRW Paper - Bosworth Paper |
| 3    | 20 lb. Bond Paper, long grain, white 8½x14, Paper grade: Premium #4                                                                          | Domtar Lettermark 92       | \$10.794<br>\$12.492 | 5000            | <del>\$53.97</del><br>\$62.46   | Western BRW Paper - Bosworth Paper |
| 4    | 20 lb. Bond Paper, long grain, white 11x17, Paper grade: Premium #4                                                                          | Domtar Lettermark 92       | \$16.36<br>\$19.344  | 2500            | <del>\$40.90</del><br>\$48.36   | Western BRW Paper - Bosworth Paper |
| 5    | 20 lb. Bond Paper, long grain, colors (peach, orchid, cherry, ivory, grey), 8½x11 – ream wrap only (combined total), Paper grade: premium #4 | Domtar Earth Choice Colors | \$10.86<br>\$12.258  | 5000            | <del>\$54.29</del><br>\$61.29   | Western BRW Paper - Bosworth Paper |
| 6    | 20 lb. Bond Paper, long grain, colors (peach, orchid, cherry, ivory, grey), 8½x14 – ream wrap only (combined total), Paper grade: Premium #4 | Domtar Earth Choice Colors | \$14.77<br>\$16.79   | 5000            | <del>\$73.85</del><br>\$83.95   | Western BRW Paper - Bosworth Paper |
| 7    | 20 lb. Bond Paper, colors (buff, salmon, goldenrod, pink, blue, canary, green), 8½x11                                                        | Domtar Earth Choice Colors | \$10.86<br>\$12.258  | 5000            | <del>\$54.29</del><br>\$61.29   | Western BRW Paper - Bosworth Paper |
| 8    | 20 lb. Bond Paper, long grain, colors (ivory, goldenrod, pink, blue, canary, green), 8½x14                                                   | Domtar Earth Choice Colors | \$14.77<br>\$16.790  | 5000            | <del>\$73.85</del><br>\$83.95   | Western BRW Paper - Bosworth Paper |
| 9    | 20 lb. Bond Paper, 25% rag, long grain, cockle finish, white, 8½x11. Paper grade: #1                                                         | Nenah Atlas Bond           | \$29.974<br>\$38.786 | 5000            | <del>\$149.87</del><br>\$193.93 | Western BRW Paper - Bosworth Paper |
| 10   | 20 lb. Bond Paper, 25% rag, long grain, cockle finish, white, 8½x14. Paper grade: #1                                                         | No Bid                     | No Bid               | No Bid          | No Bid                          | No Bid                             |

**II. Card Stock**

| Item | Description                                                                                                                                    | Manufacturer & Brand               | Unit Price Per M     | Sheets per case | Unit Price Per Case  | Vendor                             |
|------|------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|----------------------|-----------------|----------------------|------------------------------------|
| 11   | 67 lb. Vellum cover stock (white) 8½x11, shrink wrap acceptable (combined total). Paper grade: #4                                              | Domtar Earthchoice VB              | \$20.88<br>\$23.95   | 2000            | \$41.76<br>\$47.90   | Western BRW Paper - Bosworth Paper |
| 12   | 67 lb. Vellum cover stock (aqua, green, gold, blue, pink, ivory, yellow, grey) 8½x11, shrink wrap acceptable (combined total). Paper grade: #4 | Domtar Earth Choice Vellum Bristol | \$21.78<br>\$24.87   | 2000            | \$43.56<br>\$49.74   | Western BRW Paper - Bosworth Paper |
| 13   | 20 lb. #1 White Sulfite, long grain white, 8½x11 Hammermill. Paper grade: Grade 1 watermark                                                    | No Bid                             | No Bid               | No Bid          | No Bid               | Western BRW Paper - Bosworth Paper |
| 14   | Brite Hue – 60 lb. text & cover 8½x11 (red, violet, green, orange, ultra fuchsia)                                                              | Neenah Astrobrights                | \$17.208<br>\$23.398 | 5000            | \$86.04<br>\$116.99  | Western BRW Paper - Bosworth Paper |
| 15   | #80 8½x11 Classic Crest Avon Brilliant White                                                                                                   | Neenah Classic Crest Cover         | \$96.525<br>\$102.31 | 2000            | \$193.05<br>\$204.62 | Western BRW Paper - Bosworth Paper |
| 16   | #80 8½x11 Classic Crest Avon Ivory                                                                                                             | Neenah Classic Crest Cover         | \$96.525<br>\$102.31 | 2000            | \$193.05<br>\$204.62 | Western BRW Paper - Bosworth Paper |
| 17   | <del>Olmsted-Kirk</del><br>80 lb. Starwhite Smooth Text Archiva, 8½x11 Discontinued                                                            | Neenah                             | \$50.40              | 2000            | \$100.80             | Lindenmeyr-Munroe                  |

**III. Envelopes**

| Item | Description                                                                 | Manufacturer & Brand | Unit Price Per M               | Sheets per case | Unit Price Per Case             | Vendor                             |
|------|-----------------------------------------------------------------------------|----------------------|--------------------------------|-----------------|---------------------------------|------------------------------------|
| 18   | 24 lb. catalog envelopes 10"x13" white woven                                | Cenveo               | <del>\$70.54</del><br>\$106.46 | 500             | \$35.27<br>\$53.23              | Western BRW Paper - Bosworth Paper |
| 19   | 28 lb. white catalog envelopes 9"x12"                                       | Cenveo               | <del>\$66.76</del><br>\$106.26 | 500             | \$33.38<br>\$53.13              | Western BRW Paper - Bosworth Paper |
| 20   | <del>15"x10" brown kraft gummed flap document env. 32# (Discontinued)</del> | Cenveo               | <del>\$99.00</del>             | 500             | <del>\$49.50</del>              | Lindenmeyr-Munroe                  |
| 21   | #9 window envelopes – 24 lb. white wove                                     | Cenveo               | \$19.50<br>\$37.15             | 2500            | \$48.75<br>\$92.88              | Lindenmeyr-Munroe                  |
| 22   | #9 regular envelopes – 24 lb. white wove                                    | Cenveo               | <del>\$17.26</del><br>\$32.40  | 2500            | \$43.15<br>\$81.00              | Lindenmeyr-Munroe                  |
| 23   | #10 window env. – 24 lb. white wove (hard boxes)                            | Cenveo               | <del>\$19.50</del><br>\$37.15  | 2500            | \$48.75<br>\$92.88              | Lindenmeyr-Munroe                  |
| 24   | #10 regular env. – 24 lb. white wove (hard boxes)                           | Cenveo               | <del>\$17.26</del><br>\$32.40  | 2500            | \$43.15<br>\$81.00              | Lindenmeyr-Munroe                  |
| 25   | #11 window envelopes – 28 lb. white wove                                    | Cenveo               | <del>\$43.95</del><br>\$68.732 | 2500            | <del>\$109.88</del><br>\$171.83 | Western BRW Paper - Bosworth Paper |

### III. Envelopes (continued)

|    |                                                                                        |        |                     |        |                      |                                          |
|----|----------------------------------------------------------------------------------------|--------|---------------------|--------|----------------------|------------------------------------------|
| 26 | #11 regular envelopes – 28 lb. white wove                                              | Cenveo | \$34.20<br>\$70.88  | 2500   | \$85.50<br>\$177.20  | Lindenmeyr-<br>Munroe                    |
| 27 | #12 window envelopes – 24 lb. white wove<br>Discontinued                               | Cenveo | \$49.10             | 2500   | \$122.75             | Lindenmeyr-<br>Munroe                    |
| 28 | #12 regular envelopes – 24 lb. white wove                                              | Cenveo | \$52.75<br>\$96.00  | 2500   | \$131.88<br>\$240.00 | Western BRW<br>Paper – Bosworth<br>Paper |
| 29 | #10 brown kraft envelopes – 28 lb. Discontinued                                        | Cenveo | \$26.10             | 2500   | \$65.25              | Lindenmeyr-<br>Munroe                    |
| 30 | #12 brown kraft envelopes – 28 lb.                                                     | Cenveo | \$50.85<br>\$122.34 | 2500   | \$127.12<br>\$305.85 | Lindenmeyr-<br>Munroe                    |
| 31 | #14 brown kraft envelopes – 28 lb.                                                     | No Bid | No Bid              | No Bid | No Bid               | No Bid                                   |
| 32 | Opaque envelopes - 4½x9 (blue, green, natural, cream, gold, pink, gray, ivory, yellow) | Cenveo | \$23.26<br>\$53.01  | 2500   | \$58.15<br>\$132.53  | Lindenmeyr-<br>Munroe                    |

### IV. No Carbon Required Paper

| Item | Description                                               | Manufacturer & Brand | Unit Price Per M     | Sheets per case | Unit Price Per Case  | Vendor                                   |
|------|-----------------------------------------------------------|----------------------|----------------------|-----------------|----------------------|------------------------------------------|
| 33   | 8½x11 2-part black image carbonless reverse collated      | Neekoosa Carbonless  | \$21.47<br>\$23.248  | 5000            | \$107.35<br>\$116.24 | Western BRW<br>Paper - Bosworth<br>Paper |
| 34   | 8½x11 Mead 3-part black image carbonless reverse collated | Neekoosa Carbonless  | \$24.18<br>\$26.18   | 5000            | \$120.88<br>\$130.90 | Western BRW<br>Paper - Bosworth<br>Paper |
| 35   | 8½x11 Mead 4-part black image carbonless reverse collated | Neekoosa Carbonless  | \$25.84<br>\$27.984  | 5000            | \$129.20<br>\$139.92 | Western BRW<br>Paper - Bosworth<br>Paper |
| 36   | 8½x11 Mead 5-part black image carbonless reverse collated | Neekoosa Carbonless  | \$24.89<br>\$26.384  | 5000            | \$124.46<br>\$131.92 | Western BRW<br>Paper - Bosworth<br>Paper |
| 37   | 8½x14 Mead 2-part black image carbonless reverse collated | Neekoosa Carbonless  | \$26.96<br>\$28.574  | 5000            | \$134.78<br>\$142.87 | Western BRW<br>Paper - Bosworth<br>Paper |
| 38   | 8½x14 Mead 3-part black image carbonless reverse collated | Neekoosa Carbonless  | \$30.35<br>\$32.17   | 5000            | \$151.74<br>\$160.85 | Western BRW<br>Paper - Bosworth<br>Paper |
| 39   | 8½x14 Mead 4-part black image carbonless reverse collated | Neekoosa Carbonless  | \$32.45<br>\$34.396  | 5000            | \$162.25<br>\$171.98 | Western BRW<br>Paper - Bosworth<br>Paper |
| 40   | 8½x14 Mead 5-part black image carbonless reverse collated | Neekoosa Carbonless  | \$34.37<br>\$36.432  | 5000            | \$171.85<br>\$182.16 | Western BRW<br>Paper - Bosworth<br>Paper |
| 41   | 8½x11 Astro Bright Text, 60T                              | Neenah Astrobrights  | \$17.208<br>\$23.398 | 5000            | \$86.04<br>\$116.99  | Western BRW<br>Paper - Bosworth<br>Paper |
| 42   | 8½x11 Astro Bright Cover, 65C                             | Neenah Astrobrights  | \$34.10<br>\$50.665  | 2000            | \$68.20<br>\$101.33  | Western BRW<br>Paper - Bosworth<br>Paper |

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Lindenmeyr-Munroe  
1601 Valley View Lane  
Dallas TX 75234  
attn: Rich Wales  
rwales@lindenmeyr.com  
ph: 214-637-7146  
fx: 214-637-2131

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Western-BRW Paper Co. - Bosworth Papers  
10425 Okanella #600  
Houston TX 77041  
attn: Joseph T. Jordan  
jtjordan@ovol.us  
ph: 713-460-5060  
fx: 713-460-2037

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IFB 19-038VS

Jefferson County JEF835

UPDATE 7.29.22

TERM CONTRACT FOR PAPER STOCK AND ENVELOPES FOR JEFFERSON COUNTY

Paper Stock

| Item                     | Description                                        | Manufacturer and Brand | Unit Price per M | Sheets per Case | Unit Price per Case | Vendor                  |
|--------------------------|----------------------------------------------------|------------------------|------------------|-----------------|---------------------|-------------------------|
| <b>Paper Stock</b>       |                                                    |                        |                  |                 |                     |                         |
| 1                        | 20# Bond Paper 16, White Letter size 99+B          | PRC-MAE851120          | \$9.752          | 5000            | \$48.76             | Western BRW dba OvolUSA |
| 2                        | 20# Bond Paper 3hp, Letter size 92B                | DB3-3971               | \$9.864          | 5000            | \$49.32             | Western BRW dba OvolUSA |
| 3                        | 20# Bond Paper 1 Legal Size 92B                    | DB3-3972               | \$12.492         | 5000            | \$62.46             | Western BRW dba OvolUSA |
| 4                        | 20# Bond Paper Ledger Size 92B                     | DB3-3973               | \$19.344         | 2500            | \$48.36             | Western BRW dba OvolUSA |
| 5                        | 20# Pastel Colors Letter Size                      | Various                | \$12.258         | 5000            | \$61.29             | Western BRW dba OvolUSA |
| 6                        | 20# Pastel Colors Legal Size                       | Various                | \$16.790         | 5000            | \$83.95             | Western BRW dba OvolUSA |
| 7                        | 20# Pastel Colors Letter Size                      | Various                | \$12.258         | 5000            | \$61.29             | Western BRW dba OvolUSA |
| 8                        | 20# Pastel Colors Legal Size                       | Various                | \$16.790         | 5000            | \$83.95             | Western BRW dba OvolUSA |
| 9                        | 20# 25% Cotton Lg letter Size                      | N08-1166               | \$38.786         | 5000            | \$193.93            | Western BRW dba OvolUSA |
| <b>Card Stock</b>        |                                                    |                        |                  |                 |                     |                         |
| 11                       | 67# Vellum Bristol White Letter Size               | DB3-9433B              | \$23.950         | 2000            | \$47.90             | Western BRW dba OvolUSA |
| 12                       | 67# Vellum Bristol Colors Letter Size              | Various                | \$24.870         | 2000            | \$49.74             | Western BRW dba OvolUSA |
| 14                       | Letter Size 60# Astrobrights Text Std Colors       | Various                | \$23.398         | 5000            | \$116.99            | Western BRW dba OvolUSA |
| 15                       | 80# Letter Size ABW Classic Crest Cover            | N08-3814               | \$102.310        | 2000            | \$204.62            | Western BRW dba OvolUSA |
| 16                       | 80# Letter Size Baronial Ivory Classic Crest Cover | N08-3824               | \$102.310        | 2000            | \$204.62            | Western BRW dba OvolUSA |
| <b>Envelopes</b>         |                                                    |                        |                  |                 |                     |                         |
| 18                       | 24# White Wove Catalog 10 x 13                     | N02-7418               | \$106.460        | 500             | \$53.23             | Western BRW dba OvolUSA |
| 19                       | 28# White Wove Catalog 9x12                        | N02-85526              | \$106.260        | 500             | \$53.13             | Western BRW dba OvolUSA |
| 25                       | #11 24# White Wove Window                          | N02-46675              | \$68.732         | 2500            | \$171.83            | Western BRW dba OvolUSA |
| 28                       | #12 White Wove Regular                             | N02-13222              | \$96.000         | 2500            | \$240.00            | Western BRW dba OvolUSA |
| <b>Carbonless Papers</b> |                                                    |                        |                  |                 |                     |                         |
| 33                       | Letter size 2 part Reverse                         | N33-50167              | \$23.248         | 5000            | \$116.24            | Western BRW dba OvolUSA |
| 34                       | Letter size 3 part Reverse                         | N33-50171              | \$26.180         | 5000            | \$130.90            | Western BRW dba OvolUSA |
| 35                       | Letter size 4 part Reverse                         | N33-50175              | \$27.984         | 5000            | \$139.92            | Western BRW dba OvolUSA |
| 36                       | Letter size 5 part Reverse                         | N33-50247              | \$26.384         | 5000            | \$131.92            | Western BRW dba OvolUSA |
| 37                       | Legal size 2 part Reverse                          | N33-50169              | \$28.574         | 5000            | \$142.87            | Western BRW dba OvolUSA |
| 38                       | Legal size 3 part Reverse                          | N33-50204              | \$32.170         | 5000            | \$160.85            | Western BRW dba OvolUSA |
| 39                       | Legal size 4 part Reverse                          | N33-50229              | \$34.396         | 5000            | \$171.98            | Western BRW dba OvolUSA |
| 40                       | Legal size 5 part Reverse                          | N33-50257              | \$36.432         | 5000            | \$182.16            | Western BRW dba OvolUSA |
| 41                       | Letter Size 60# Astrobrights Text Std Colors       | Various                | \$23.398         | 5000            | \$116.99            | Western BRW dba OvolUSA |
| 42                       | Letter Size 65# Astrobright Cover Std Colors       | Various                | \$50.665         | 2000            | \$101.33            | Western BRW dba OvolUSA |

August 1, 2022

Mistey Reeves

Jefferson County Purchasing Department

1149 Pearl Street

Beaumont TX 77701

Mistey

Thank you for the contract renewal. Unfortunately, we cannot renew it at the prices that you sent in your packet. We continue to see price increases across the board from our suppliers.

Attached please find several things –

Price increase notices from our suppliers – we have gotten over 200 notices in the past year, these email attachments are most pertinent to your contract.

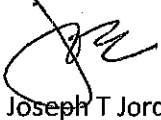
Copies of Insurance Certifications

2 original signed renewals

The prices on the attached spreadsheet are currently in effect for your contract. I had been updating Kevin Bass and Ms. Sauer on the market situation. I was unaware of her retirement.

I am free to discuss this in person with you at your convenience – just let me know.

Regards



Joseph T Jordan

Vice President – Business Papers

Ovol USA Houston/Bosworth Papers.



March 30, 2022

To Our Valued Customer:

Effective with shipments May 1, 2022, Sylvamo will increase prices by 6% - 9% on all rolls and sheets for the following products:

- Williamsburg
  - Offset
  - Return Postcard
- Accent® Opaque
- Springhill®
  - Opaque Offset Colors
  - Uncoated Bristols
- Office Papers
  - All Hammermill® products
  - All Hewlett Packard® products
  - All Private Label products
  - Generic White Box
  - Relay
- Postmark® White Wove Envelope
- DataSpeed® Laser MOCR

Some of our business rules and differentials have changed to reflect the costs of services we offer. See the attached document for a summary of those changes.

Additionally, deviated business will be reviewed.

If you have any questions, please contact your sales representative. We appreciate your business.

Thank you for your support of Sylvamo.

Sincerely,

Gerry Klug  
Director of Sales  
Converting & Printing Papers



March 30, 2022

To Our Valued Customer:

Effective with shipments May 1, 2022, Sylvamo will increase prices by \$4/cwt on the following grades:

**Envelope Grades**

- Postmark® White Wove
- Postmark® Recycled Wove
- Postmark® Semi Vellum
- Postmark® Kraft Envelope
- Postmark® Recycled Kraft
- Postmark® Direct
- Springhill® Envelope Colors
- DRM® Recycled Offset Colors
- DRM® Offset, Opaque & Reply Card
- Tablet

**Information Papers Grades**

- DataSpeed® Laser MOCR
- DataSpeed® MOCR Ledger
- DataSpeed® Forms Bond
- DataSpeed® Engineering Bond
- DataSpeed® Premium Inkjet
- DataSpeed® Inkjet with ImageLok
- DRM® Offset, Opaque & Reply Card

Additionally, some of our business rules and differentials have changed to reflect the costs of services we offer. See the attached document for a summary of those changes.

If you have any questions, please contact your sales representative. We appreciate your business.

Sincerely,

Gerry Klug  
Director of Sales  
Converting & Printing Papers



July 25, 2022

To Our Valued Customer:

Effective with shipments September 1, 2022, Sylvamo will increase prices by 4% - 7% on the following grades:

**Envelope Grades**

- Postmark® White Wove
- Postmark® Recycled Wove
- Postmark® Semi Vellum
- Postmark® Kraft Envelope
- Postmark® Recycled Kraft
- Postmark® Direct
- Springhill® Envelope Colors
- DRM® Recycled Offset Colors
- DRM® Offset, Opaque & Reply Card
- Tablet

**Information Papers Grades**

- DataSpeed® Laser MOCR
- DataSpeed® MOCR Ledger
- DataSpeed® Forms Bond
- DataSpeed® Engineering Bond
- DataSpeed® Premium Inkjet
- DataSpeed® Inkjet with ImageLok
- DRM® Offset, Opaque & Reply Card

If you have any questions regarding these changes, please call your sales representative. Thank you for your continued support of Sylvamo.

Sincerely,

Gerry Klug  
Director of Sales  
Converting & Printing Papers



July 25, 2022

To Our Valued Customer:

Effective with shipments September 1, 2022, Sylvamo will increase prices by \$3.00/cwt for the following imaging papers grades:

- All Hammermill® products
- All HP® products
- All Private Label products
- Relay
- Generic White Box

All other standard upcharges will continue to apply.

Additionally all deviated business will be reviewed.

If you have any questions regarding these changes, please contact your sales representative. We appreciate your business.

Sincerely,

James L. Halley  
Director of Sales  
Imaging Papers



July 25, 2022

To Our Valued Customer:

Effective with shipments September 1, 2022, Sylvamo will increase prices by approximately 4% - 7% on all products including:

- Williamsburg
  - Offset
  - Return Postcard
- Accent® Opaque
- Springhill®
  - Opaque Offset Colors
  - Uncoated Bristols
- Office Papers
  - All Hammermill® products
  - All Hewlett Packard® products
  - All Private Label products
  - Generic White Box
  - Relay
- Postmark® White Wove Envelope
- DataSpeed® Laser MOCR

Additionally, current discounted business will be reviewed and prices will be adjusted accordingly.

If you have any questions, please contact your sales representative.

Thank you for your support of Sylvamo.

Sincerely,

Gerry Klug  
Director of Sales  
Converting & Printing Papers

**Joe Jordan**

---

**From:** Randy Manring <randy.manring@neenah.com>  
**Sent:** Tuesday, February 15, 2022 9:13 AM  
**To:** Richard Florez; Kevin Jerger; Richard Franco; Joe Jordan; Rick Gehrke  
**Subject:** FW: Neenah Tax Supported Business- changes effective with the 3-11-22 Price increase  
**Attachments:** Neenah Tax Supported business - changes effective with the 3-11-22 price increase.pdf

To my OVOL friends...not sure if you saw the announcement below but it caught me by surprise. All TSB related (Astrobrights, Exact ITB) going up with March 11 increase and everything going to list price effective June 30. Obviously not an ideal situation but you'll have 4 months to get your TSB customers there. Sorry for the inconvenience with this and happy to discuss further if needed.

**Randy Manring**  
 Regional Sales Manager  
 Neenah Paper I Dallas TX  
 P: 972.567.1679  
 E: [randy.manring@neenah.com](mailto:randy.manring@neenah.com)

---

To Our Customers;

With the announced General Price Increase (GPI) effective March 11, 2022 the following changes and timeline will be implemented on our Tax Supported Business (TSB).

- The price differential on Tax Supported business is being eliminated.
- All **existing** business increases with GPI.
- All **existing** contracts, rebates, etc. will have an end date of 6/30/22.
  - All TSB business moves to list price effective 7/1/22.
- Any new business will be quoted at list price.
- Customers will have thru July 31, 2022 to debit back on TSB business.

Please contact your Neenah sales rep with questions.

Thanks for your support.



**Bernie Hennessy**  
 Sr. Director- Sales  
[bernie.hennessy@neenah.com](mailto:bernie.hennessy@neenah.com)  
 c: 630-258-1434  
 o: 630-219-3326



**NEENAH - Price Changes  
Effective March 11, 2022**

| <u>Commercial Print Brands</u>           | <u>~ % Increase*</u> | <u>Packaging, Label &amp; Publishing Papers</u> | <u>~ % Increase*</u> |
|------------------------------------------|----------------------|-------------------------------------------------|----------------------|
| ASTROBRIGHTS® Papers                     | 6.2%                 | BELLA® Label Papers                             | 5.6%                 |
| ASTROPARCHÉ® Papers                      | 6.0%                 | CLASSIC® Label Papers                           | 4.3%                 |
| ATLAS® Bond                              | 5.6%                 | ESTATE LABEL® Papers                            | 4.0%                 |
| CAPITOL BOND® Papers                     | 5.7%                 | NEENAH® Blotter Papers                          | 5.1%                 |
| CLASSIC COLUMNS® Papers                  | 5.0%                 | NEENAH® Folding Board                           | 5.9%                 |
| CLASSIC COTTON® Papers                   | 4.5%                 | NEENAH IMAGEMAX® Paper Card                     | 5.9%                 |
| CLASSIC CREST® Papers                    | 5.4%                 | ALLOY®                                          | 6.0%                 |
| CLASSIC® Laid Papers                     | 5.4%                 | CORVON® **                                      | 6.0%                 |
| CLASSIC® Linen Papers                    | 5.0%                 | HYFLEX® Papers**                                | 6.0%                 |
| CLASSIC® Stipple Papers                  | 5.0%                 | KENSINGTON®                                     | 6.0%                 |
| CLASSIC® Techweave Papers                | 5.0%                 | KIVAR® **                                       | 6.0%                 |
| CLEARFOLD® Translucent Papers            | 5.7%                 | LaCREMA®                                        | 6.0%                 |
| CONSERVATION® Papers                     | 6.5%                 | LEXIDE®                                         | 6.0%                 |
| CORONADO® SST Papers                     | 5.1%                 | LEXOTONE®                                       | 6.0%                 |
| EAMES™ Papers                            | 6.2%                 | MONTELENA®                                      | 6.0%                 |
| ENVIRONMENT® Papers                      | 5.4%                 | NUVOLUXE®                                       | 6.0%                 |
| ESSE® Papers                             | 5.9%                 | PELLAQ®                                         | 6.0%                 |
| EXACT BRIGHTS® Papers                    | 7.3%                 | PERMALEX®                                       | 6.0%                 |
| EXACT DIGITAL® Color Copy                | 7.6%                 | SEDONA® Cover                                   | 6.0%                 |
| EXACT® Index, Tag, Vellum Bristol Papers | 10.5%                | SENZO                                           | 6.0%                 |
| GILBERT® Cotton                          | 4.6%                 | SILKTOUCH                                       | 6.0%                 |
| HOWARD® Linen Papers                     | 5.4%                 | SKIVERTEX® **                                   | 6.0%                 |
| NEENAH® 100% Cotton Papers               | 4.3%                 |                                                 |                      |
| NEENAH® Bond & NEENAH® Laser             | 4.6%                 |                                                 |                      |
| NEUTECH® Cotton                          | 4.6%                 |                                                 |                      |
| OXFORD® Papers                           | 5.7%                 |                                                 |                      |
| ROYAL COTTON® Papers                     | 6.0%                 |                                                 |                      |
| ROYAL SUNDANCE® Papers                   | 6.2%                 |                                                 |                      |
| STARWHITE® Papers                        | 7.4%                 |                                                 |                      |
| TOUCHE® Papers                           | 4.9%                 |                                                 |                      |
| UV/ULTRA® II Translucent Papers          | 6.1%                 |                                                 |                      |

\* Represents average % Increase for brand. Actual % increase by sku varies.  
Corresponding envelopes increasing 6%

\*\* Includes all associated sub brands



3460 Preston Ridge Road, Suite 600  
 Alpharetta, GA 30005  
 ph. 678.566.6500  
 www.neenah.com

March 18, 2022

Dear Neenah Partner:

On October 15, 2021, we announced a limited service platform on our ITB, (EXACT® Index, Tag and Vellum Bristol) products to be in effect through Q1 of this year.

The raw material and labor shortages we referenced at that time continue to impact our industry. To improve and maintain our service levels on the most strategic premium paper grades the market demands, we are announcing the following steps regarding the availability of ITB (EXACT® Index, Tag and Vellum Bristol).

- Effective immediately, we will implement a **full** moratorium on **all** ITB items (EXACT® Index, Tag and Vellum Bristol), including the limited stock offering we had in place since October.
- This moratorium will be in effect through June 30, 2022.
- All existing orders will be honored.

We will review the situation at the end of June, decide on a path forward, and communicate it at that time.

We regret any inconvenience associated with this decision, but we assure you that current market conditions require us to prioritize grades within our offering.

Please contact your local Neenah Sales Representative or our Customer Service Team at 800.558.5061 with any questions you may have.

Thank you for your patience, your business and your support.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul Biesiadecki".

Paul Biesiadecki  
 General Manager Commercial & Coverings

**Joe Jordan**

---

**From:** Neenah <info@neenah.com>  
**Sent:** Monday, April 4, 2022 10:06 AM  
**To:** Joe Jordan  
**Subject:** Neenah Freight Policy Revision



April 4<sup>th</sup>, 2022

Dear Neenah Customer:

To address the ongoing challenges in freight and transportation costs impacting our industry, we are revising our freight policy. The following changes will go into effect with orders placed April 11, 2022 and moving forward.

- NEW designated shipping days for most states.
  - See attached shipping schedule for the U.S. [here](#) and Canada [here](#).
- NEW cut-off time - Orders submitted by 2pm CST will ship the following business day.
- Orders of 5,000 lbs (net shipped weight) or more on designated shipping days will ship freight free.\*
- Shipments under 5,000 lbs (net shipped weight) will incur a stop off charge on designated shipping days.\*
  - Stop off charges will be based on ship to location. See attached shipping schedule for updated charges.

**\*Special delivery services requested by consignee such as lift gate, inside delivery and guaranteed/expedited services may include extra fees.**

Please reach out to your Neenah Sales Representative or our Customer Service team at 800.558.5061 with any questions.

For a copy of this letter, please click [here](#).

Sincerely,

Paul Biesiadecki



**NEENAH - Price Changes**  
Effective July 22, 2022

| <b>Commercial Print Brands</b>           | <b>Avg. % Increase</b> |
|------------------------------------------|------------------------|
| ASTROBRIGHTS® Papers                     | 4.9%                   |
| ASTROPARCHE® Papers                      | 4.7%                   |
| ATLAS® Bond*                             | 10.3%                  |
| CAPITOL BOND® Papers*                    | 10.4%                  |
| CLASSIC COLUMNS® Papers                  | 5.0%                   |
| CLASSIC COTTON® Papers*                  | 8.3%                   |
| CLASSIC CREST® Papers                    | 5.3%                   |
| CLASSIC® Laid Papers                     | 5.3%                   |
| CLASSIC® Linen Papers                    | 4.9%                   |
| CLASSIC® Stipple Papers                  | 4.9%                   |
| CLASSIC® Techweave Papers                | 5.0%                   |
| CLEARFOLD® Translucent Papers            | 5.2%                   |
| CONSERVATION® Papers                     | 5.2%                   |
| CORONADO® SST Papers                     | 5.5%                   |
| EAMES™ Papers                            | 5.1%                   |
| ENVIRONMENT® Papers                      | 5.0%                   |
| ESSE® Papers                             | 5.1%                   |
| EXACT BRIGHTS® Papers                    | 5.1%                   |
| EXACT DIGITAL® Color Copy                | 4.6%                   |
| EXACT® Index, Tag, Vellum Bristol Papers | 5.3%                   |
| GILBERT® Cotton*                         | 8.5%                   |
| HOWARD® Linen Papers                     | 5.1%                   |
| NEENAH® 100% Cotton Papers*              | 10.4%                  |
| NEENAH® Bond & NEENAH® Laser*            | 8.5%                   |
| NEUTECH® Cotton*                         | 8.5%                   |
| OXFORD® Papers                           | 5.1%                   |
| ROYAL COTTON® Papers*                    | 10.8%                  |
| ROYAL SUNDANCE® Papers                   | 4.9%                   |
| STARWHITE® Papers                        | 6.2%                   |
| TOUCHE® Papers                           | 5.3%                   |
| UV/ULTRA® II Translucent Papers          | 5.1%                   |

| <b>Packaging, Label &amp; Publishing Papers</b> | <b>Avg. % Increase</b> |
|-------------------------------------------------|------------------------|
| BELLA® Label Papers                             | 4.0%                   |
| CLASSIC® Label Papers                           | 4.0%                   |
| ESTATE LABEL® Papers                            | 4.0%                   |
| NEENAH® Blotter Papers                          | 5.0%                   |
| NEENAH® Folding Board                           | 6.0%                   |
| ALLOY®                                          | 5.0%                   |
| BALMORAL®                                       | 5.0%                   |
| CORVON® **                                      | 5.0%                   |
| HYFLEX® Papers**                                | 5.0%                   |
| KENSINGTON®                                     | 5.0%                   |
| KIVAR® **                                       | 5.0%                   |
| KIVARFLEX™                                      | 5.0%                   |
| LaCREMA®                                        | 5.0%                   |
| LEXIDE®                                         | 5.0%                   |
| LEXOTONE®                                       | 5.0%                   |
| MONTELENA®                                      | 5.0%                   |
| NUVOLUXE®                                       | 5.0%                   |
| PELLAQ®                                         | 5.0%                   |
| PERMALEX®                                       | 5.0%                   |
| SEDONA® Cover                                   | 5.0%                   |
| SENZO                                           | 5.0%                   |
| SILKTOUCH                                       | 5.0%                   |
| SKIVERTEX® **                                   | 5.0%                   |

\*Corresponding envelopes increase 10%

\*\* Includes all associated sub brands

All Corresponding envelopes increase 5%, unless otherwise noted.  
Percent listed is an average by brand and will vary by sku.



Mondi Paper Sales  
GmbH  
Marxergasse 4A  
1030 Vienna, Austria  
Tel: +43 1 790 13 0  
[www.mondigroup.com](http://www.mondigroup.com)

01.10.21

Dear Customer,

Further increases in manufacturing costs, particularly energy, have necessitated the need for Mondi uncoated fine papers to increase the price on all uncoated woodfree copy papers by circa USD75/MT depending on destination.

Prices affective as of the 04<sup>th</sup> October 2021.

We thank you for your continued business and support.

Kind regards,

Jim Whittington  
Channel Sales Manager UK, IRE & NA



Mondi Paper Sales  
GmbH  
Marxergasse 4A  
1030 Vienna, Austria  
Tel: +43 1 790 13 0  
[www.mondigroup.com](http://www.mondigroup.com)

01.11.21

Dear Customer,

Further increases in manufacturing costs, particularly energy, have necessitated the need for Mondi uncoated fine papers to increase the price on all uncoated woodfree copy papers by circa USD150-175/MT depending on destination.

Prices affective as of the 01<sup>st</sup> November 2021.

We thank you for your continued business and support.

Kind regards,

Jim Whittington  
Channel Sales Manager UK, IRE & NA



Mondi Paper Sales GmbH

Marxergasse 4A  
1030 Vienna, Austria  
Tel: +43 1 790 13 0  
[www.mondigroup.com](http://www.mondigroup.com)

## Price increase as of 11 April 2022

Vienna, 14 March 2022

Dear valued customer,

The current geopolitical situation is leading to a surge in production costs reaching unseen levels, especially in energy costs. Moreover, pulp, chemicals, and transport costs are also being affected and remain tight. In addition, the devaluation of the Euro against the U.S. dollar further put production costs under pressure.

Reflecting the volatility of the current market conditions, we need to announce a price increase of at least 100-300 EUR/ tn on all products segments delivered from our Central European mills, Neusiedler and SCP, as of 11 April 2022.

Despite earlier price increases, lost margins have not yet been recovered. Hence, this measure is vital to support the long-term sustainability of our business model.

Our customer teams will engage proactively with you to discuss all relevant levels and details in the next few days.

With kind regards,

Devan Naidoo  
Marketing & Sales Director  
Mondi Uncoated Fine Paper

Gaston Federer  
Head of Channel Sales Europe  
Mondi Uncoated Fine Paper



April 1, 2022

To Our Valued Customers:

Effective with shipments May 1, 2022 American Eagle Paper Mills® will be increasing the price of Eagle Office®, Eagle Color®, Eagle Offset®, Eagle Envelope®, Eagle Armour®, Eagle Inkjet®, Eagle Guard®, Eagle Golden Kraft®, and Premium Colors 7% to 10%.

The increase includes: copy papers, folio, and rolls.

Please note that the following differentials have been revised:

- Copy paper support sizes now carry \$6/cwt differential
- Roll sizes less than 17" will carry a \$3.00/cwt differential
- Roll sizes less than 8" will carry a \$4.00/cwt differential

If you have any questions regarding these changes, please contact your sales representative or a member of our Customer Service Team.

Thank you for your continued support of American Eagle Paper Mills®.

Sincerely,

A handwritten signature in cursive script, appearing to read "Greg".

Greg Bowen  
VP Sales & Marketing  
American Eagle Paper Mills®

Team Ten, LLC  
1600 Pennsylvania Avenue, Tyrone, PA 16686  
Phone: 814.684.1610 | Fax: 814.684.6166  
[www.aepaper.com](http://www.aepaper.com)





July 29, 2022

To Our Valued Customers:

Effective with shipments September 1, 2022 American Eagle Paper Mills® will be increasing the price of Eagle Office®, Eagle Color®, Eagle Offset®, Eagle Envelope®, Eagle Armour®, Eagle Inkjet®, Eagle Guard®, Eagle Golden Kraft®, and Premium Colors 5% to 7%.

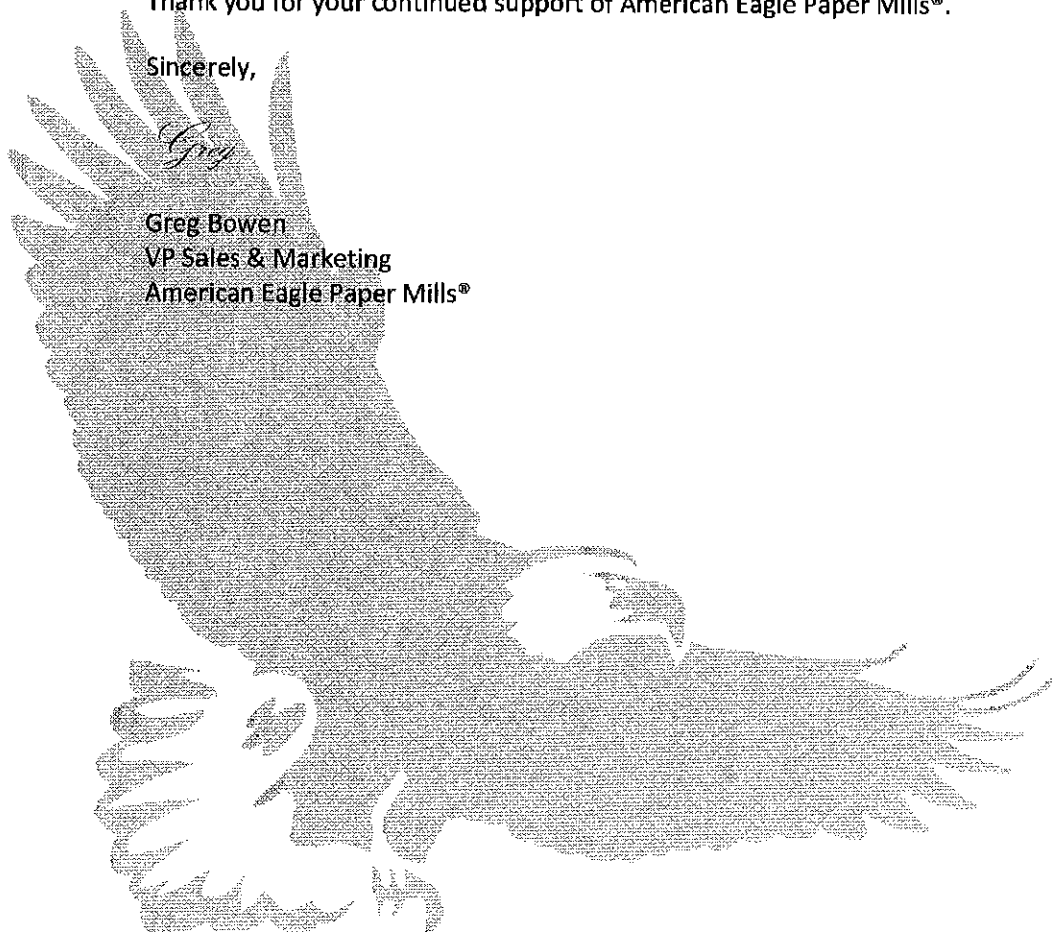
The increase includes: copy papers, folio, and rolls.

If you have any questions regarding these changes, please contact your sales representative or a member of our Customer Service Team.

Thank you for your continued support of American Eagle Paper Mills®.

Sincerely,

Greg Bowen  
VP Sales & Marketing  
American Eagle Paper Mills®



**Team Ten, LLC**

1600 Pennsylvania Avenue, Tyrone, PA 16686

Phone: 814.684.1610 | Fax: 814.684.6166

[www.aepaper.com](http://www.aepaper.com)

**Joe Jordan**

---

**From:** Richard Florez  
**Sent:** Monday, June 27, 2022 8:13 AM  
**To:** BosworthAll  
**Subject:** FW: Leader Paper Products White Wove Announcement

---

**From:** Leader Paper Products <cs@leaderpaper.com>  
**Sent:** Friday, June 24, 2022 1:33 PM  
**To:** Richard Florez <RFlorez@ovol.us>  
**Subject:** Leader Paper Products White Wove Announcement



June 24, 2022

Dear Valued Customer-

Due to the continuing challenges Leader Paper Products faces from the recent decreased supply resulting from temporary mill maintenance shutdowns, we have found it necessary extend our moratorium on any new **estimates, inquiries, or orders for commercial, booklet, and catalog white wove products** until the 15<sup>th</sup> of August.

This was a difficult, but necessary, decision for Leader to make. It allows us to balance supply and demand while giving our customers accurate delivery dates.

If you have any questions or comments, please contact your Leader salesperson.

Thank you for your continued business and support!

**Joe Jordan**

---

**From:** Richard Florez  
**Sent:** Wednesday, July 27, 2022 8:35 AM  
**To:** BosworthAll  
**Subject:** FW: Leader Paper Products White Wove Announcement

---

**From:** Leader Paper Products <cs@leaderpaper.com>  
**Sent:** Wednesday, July 27, 2022 7:31 AM  
**To:** Richard Florez <RFlorez@ovol.us>  
**Subject:** Leader Paper Products White Wove Announcement



July 27, 2022

Dear Valued Customer-

Leader Paper Products is pleased to announce an update to our current moratorium on white wove commercial, booklet and catalog envelopes orders.

Starting August 15<sup>th</sup>, 2022, our policy will be as follows:

- Unchanged from our current policy, no restriction on orders of "A" series envelopes, 6 ¾ remits or #9 remits.
- A total limit of 4 skids per month SHIPPED of white wove booklets and/or catalogs. Orders for multiple months can be placed in advance.
- No new orders or estimates on #9 and #10 white wove commercial envelopes.
- Products on temporary suspension remains unchanged.
- No special windows

- No custom tints (current orders excluded)

Leader Paper Products will be monitoring our white wove paper supply to determine if, and when, any future adjustments need to be made.

Thank you for your continued support of Leader Paper Products. Please contact your Leader sales representative with any questions.

Sincerely,

Leader Paper Products

901 South Fifth Street, Milwaukee, WI 53204 | P 800-876-2276

**[www.leaderpaper.com](http://www.leaderpaper.com)**



LEADER PAPER PRODUCTS | 901 South Fifth Street, Milwaukee, WI 53204 800 876-2273

[Unsubscribe rfflores@ovof.us](mailto:rfflores@ovof.us)

[Update Profile](#) | [Constant Contact Data Notice](#)

Sent by [cs@leaderpaper.com](mailto:cs@leaderpaper.com) powered by



Try email marketing for free today!



Tuesday, October 5, 2021

Dear Valued Nekoosa Customers,

We continue to face global supply chain challenges that are leading to additional increases on the raw materials used to manufacture our products. While we have secured our supply chain, the cost of manufacturing our products continues to rise. Therefore, we are implementing a 6% price increase on all Nekoosa branded carbonless sheets, padding adhesive and auxiliary products effective Monday, November 1, 2021.

Please feel free to contact your assigned Nekoosa Business Development Manager if you have any questions.

Thank you for your business and support during these challenging times.

Sincerely,

A handwritten signature in black ink, appearing to read "Guy Leigh".

Guy Leigh  
VP – Sales & Marketing



Friday, April 29, 2022

Dear Nekoosa Customers,

Global supply chain challenges continue to lead to sharp increases on many of the materials used in manufacturing our products. Shipping costs have also continued to rise. Due to these challenges, we are implementing a 6% price increase on all shipments of Nekoosa branded carbonless sheets, padding adhesive and auxiliary products on or after Monday, May 30, 2022.

Any amounts ordered over your typical order usage will be billed at the increased price. Our customer service team will review your order and alert you to any changes that need to be made to your order.

Please contact your assigned Nekoosa Business Development Manager if you have any questions.

Thank you for your business and understanding with respect to this increase. We appreciate your ongoing partnership and business.

Sincerely,

A handwritten signature in black ink that reads "Guy Leigh".

Guy Leigh  
VP – Sales & Marketing



January 18, 2022

Dear Valued Customer,

Effective with shipments on or after March 1, 2022, North Pacific Paper Corporation (NORPAC) will be increasing the price of its Orca, Natural Choice papers as well as all private label cut-size brands by 6-9%. This increase announcement covers the following NORPAC papers:

- Orca Offset
- Orca Envelope (white wove)
- Orca Book
- Orca Digital
- Orca Engineering Bond
- Orca Copy Paper
- Orca 30 Copy Paper
- Natural Choice Copy Paper
- Natural Choice 30 Copy Paper
- Natural Choice Digital

All standard up-charges and shipping policies remain in effect.

The new pricing is effective on all new orders and existing orders with confirmed ship dates of March 1, 2022, or later, regardless of the order date and order confirmation.

Please contact your NORPAC Sales Representative with any questions related to this announcement.

We appreciate your business and continued support of NORPAC.

Sincerely,

L. Thomas Crowley  
Co-President  
NORPAC LLC

North Pacific Paper Company | 3001 Industrial Way | PO Box 2069 | Longview, WA 98632 | 360.636.6400  
norpacpaper.com



March 30, 2022

Dear Valued Customer,

Effective with shipments on or after May 1, 2022, North Pacific Paper Corporation (NORPAC) will be increasing the price of its Orca, Natural Choice papers as well as all private label cut-size brands by 6-9%. This increase announcement covers the following NORPAC papers:

- Orca Offset
- Orca Envelope (white wove)
- Orca Book
- Orca Digital
- Orca Engineering Bond
- Orca Copy Paper
- Orca 30 Copy Paper
- Natural Choice Copy Paper
- Natural Choice 30 Copy Paper
- Natural Choice Digital

All standard up-charges and shipping policies remain in effect. Additionally, we will increase our upcharge for recycled content to \$3.50 cwt per 10% content.

The new pricing is effective on all new orders and existing orders with confirmed ship dates of May 1, 2022 or later, regardless of the order date and order confirmation.

Please contact your NORPAC Sales Representative with any questions related to this announcement.

We appreciate your business and continued support of NORPAC.

Sincerely,

A handwritten signature in black ink, appearing to read 'L. Thomas Crowley', with a stylized flourish at the end.

L. Thomas Crowley  
Co-President

North Pacific Paper Company | 3001 Industrial Way | PO Box 2069 | Longview, WA 98632 | 360.636.6400  
norpacpaper.com





July 26, 2022

Dear Valued Customer,

Effective with shipments on or after September 1, 2022, North Pacific Paper Corporation (NORPAC) will be increasing the price of its Orca, Natural Choice papers as well as all private label cut-size brands by 4-8%. This increase announcement covers the following NORPAC papers:

- Orca Offset
- Orca Envelope (white wove)
- Orca Book
- Orca Digital
- Orca Engineering Bond
- **Orca Copy Paper**
- **Orca 30 Copy Paper**
- **Natural Choice Copy Paper**

All standard up-charges and shipping policies remain in effect.

The new pricing is effective on all new orders and existing orders with confirmed ship dates of September 1, 2022 or later, regardless of the order date and order confirmation.

Please contact your NORPAC Sales Representative with any questions related to this announcement.

We appreciate your business and continued support of NORPAC.

Sincerely,

A handwritten signature in black ink, appearing to read 'L. Thomas Crowley', is written over a light gray, textured background.

L. Thomas Crowley  
Co-President  
NORPAC LLC



100 Kingsley Park Drive  
Fort Mill, SC 29715  
803-802-7500

September 27, 2021

**SUBJECT: DOMTAR – PRICING INFORMATION**

To our Customers:

Effective with shipments November 1, 2021, all Domtar office, printing, publishing, converting and specialty paper products in all pack sizes will increase 6 – 9% in the US and in Canada.

All other standard differentials and upcharges remain in effect.

Discounts and deviations to pricing will be reviewed.

If you have any questions, please contact your Domtar Account Manager.

Sincerely,

Rob Melton  
Senior Vice President, Commercial Pulp and Paper

To learn more about Domtar Paper, please visit [paper.domtar.com](http://paper.domtar.com)  
or find us on Facebook, Instagram, Twitter or LinkedIn. N





100 Kingsley Park Drive  
Fort Mill, SC 29715  
803-802-7500

March 23, 2022

**SUBJECT: DOMTAR – PRICING INFORMATION**

To Our US Merchant Customers:

We continue to see strong demand and significant cost inflation to produce and deliver our products. Effective with shipments May 1, 2022, Domtar will increase the price of our uncoated freesheet products by 6 – 9%. This increase applies to all pack types.

In addition, business rules and upcharges have been updated to better reflect the costs associated with those services. Click [here](#) for an updated document.

Discounts and deviations to pricing will be reviewed.

Please contact your Domtar Account Manager with any questions.

Sincerely,

John Milazo  
Vice President of Sales, Merchants



100 Kingsley Park Drive  
Fort Mill, SC 29715  
803-802-7500

July 19, 2022

**SUBJECT: DOMTAR – PRICING INFORMATION**

To our Customers:

Effective with shipments September 1, 2022, all Domtar office, printing, publishing, converting, specialty and technical paper products in all pack sizes will increase 4-7% in the US and in Canada.

All other standard differentials and upcharges remain in effect.

Discounts and deviations to pricing will be reviewed.

If you have any questions, please contact your Domtar Account Manager.

Sincerely,

Rob Melton  
Senior Vice President, Commercial Pulp and Paper

**Joe Jordan**

**From:** Performance Office Papers <guecker@perfpapers.com>  
**Sent:** Monday, August 1, 2022 10:21 AM  
**To:** Joe Jordan  
**Subject:** PRICE INCREASE Announcement for September 6, 2022



August 1, 2022

Dear Joe,

I am once again at a loss for words in conveying receipt of yet another round of price increases from the US paper industry. The first mill bulletin was received from Domtar on July 15th. On Monday, July 25th, notices from Boise, Pixelle, and Sylvamo were received within a five hour period.

I expect corresponding increases to follow for both ream wrap and corrugated cartons as well.

The market remains rigidly allocated and reserve inventories are all but non-existent. POP has no option but to increase our prices by 5-6% effective Tuesday, September 6, 2022.

We will support our valued customers at their historical levels and in doing so at least provide you with the certainty of pricing for all accepted orders regardless of when we can ship. We are not implementing a "Price Prevailing at Time of Shipment" approach but therefore we must enforce a comprehensive screening process for all new orders.

As always, please contact your POP Regional Sales Manager if you have any questions or concerns. New price lists will be published and sent to you around the third week in August. Thanks again for your past support and current patience!

To expedite your orders, please email them to: [orders@perfpapers.com](mailto:orders@perfpapers.com)  
or fax: 800-488-5058  
Website: [www.perfpapers.com](http://www.perfpapers.com)

Please contact your Regional Sales Manager or Customer Service Representative with any questions or concerns.

Sincerely,

A handwritten signature in cursive script that reads "Russ DeFauw".

Russ DeFauw, President  
**Performance Office Papers**  
800-458-7189



Mondi Paper Sales GmbH

Marxergasse 4A  
1030 Vienna, Austria  
Tel: +43 1 790 13 0  
www.mondigroup.com

## Price increase 12 September 2022

Vienna, 1 August 2022

Dear valued customer,

in July, we saw higher increases in energy than originally anticipated when announcing our September price increase. Based on these developments, we are forced to increase our prices by +300 USD/tn for all products delivered from Neusiedler. Prices for cut-size paper products from SCP will increase by 100 USD/tn, prices for all other products from SCP will increase by 50 USD/tn. The validity of the new prices can only be confirmed up to four weeks, reflecting the volatility of the current market conditions.

Our customer teams will engage proactively with you to discuss all relevant levels and details in the next few days.

With kind regards,

Devan Naidoo  
Marketing & Sales Director  
Mondi Uncoated Fine Paper

Gaston Federer  
Head of Channel Sales Europe  
Mondi Uncoated Fine Paper



## 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, likely of Deborah Clark, consisting of stylized initials and a surname.

Date: August 11, 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

August 16, 2022

| DEPARTMENT                              | DESCRIPTION OF PROPERTY | SERIAL NO.      | ASSET NO. |
|-----------------------------------------|-------------------------|-----------------|-----------|
| AUDITING                                | CHAIR                   |                 | 10556     |
| AUDITING                                | CHAIR                   |                 | 10603     |
| AUDITING                                | CHAIR                   |                 |           |
| AUDITING                                | CHAIR                   |                 |           |
| <i>contact person: Fran Lee</i>         |                         |                 |           |
| DISTRICT ATTORNEY - P.A.                | BLUE LEATHER CHAIR      |                 | 17512     |
| DISTRICT ATTORNEY - P.A.                | BROWN WOODEN CABINET    |                 | 17548     |
| <i>contact person: Dan'na Rouse</i>     |                         |                 |           |
|                                         |                         |                 |           |
| DRUG IMPACT COURT                       | FILE CABINET            |                 | 6218      |
| DRUG IMPACT COURT                       | FILE CABINET            |                 | 6219      |
| DRUG IMPACT COURT                       | PANASONIC FAX MACHINE   |                 | 15331     |
| DRUG IMPACT COURT                       | CANON AP155 TYPEWRITER  |                 | 6201      |
| DRUG IMPACT COURT                       | BROTHER FAX MACHINE     | U56577K4J980807 |           |
| <i>contact person: Charlie Anderson</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

A handwritten signature in dark ink, appearing to be "DC" or a stylized version of the name, is written next to the name and title of the sender.

Date: August 11, 2022

Re: Surplus Property Auction

Consider and possibly approve an auction of surplus property as authorized by Local Government Code §263.152 (a) (1) by Horn's Auction, Inc. The auction is schedule for Saturday, September 3, 2022 at 9:00 A.M.

Thank you.

JEFFERSON COUNTY, TEXAS  
1149 PEARL STREET  
BEAUMONT, TX 77701

SURPLUS PROPERTY SALE  
HORN AUCTION

September 3, 2022

| DEPARTMENT                              | DESCRIPTION OF PROPERTY | SERIAL NO.        | ASSET NO. |
|-----------------------------------------|-------------------------|-------------------|-----------|
| CONSTABLE PCT. 2                        | 2014 FORD EXPLORER      | 1FM5K8AR8EGB59208 | 35041     |
| <i>contact person: Joe Zurita</i>       |                         |                   |           |
| DRUG COURT                              | CREDENZA                |                   |           |
| <i>contact person: Charlie Anderson</i> |                         |                   |           |
| SHERIFF                                 | UTILITY TRUCK BED       |                   |           |
| <i>contact person: Dana Aguillard</i>   |                         |                   |           |
| TAX OFFICE - BEAUMONT                   | DESK LAMPS              |                   |           |
| <i>contact person: Cheryl Ellis</i>     |                         |                   |           |
| TREASURER                               | TABLE                   |                   | 11706     |
| <i>contact person: Lisa Marks</i>       |                         |                   |           |

Approved by Commissioners' Court: \_\_\_\_\_

## Jefferson County



## Precinct Four

Everette "Bo" Alfred  
Commissioner

P.O. Box 4025  
Beaumont, Texas 77704-4025  
409-835-8443 phone  
[www.co.jefferson.tx.us/prct4/index.html](http://www.co.jefferson.tx.us/prct4/index.html)

**MEMO**

TO: Ms. Fran Lee, Auditing  
FROM: Commissioner Everette Alfred   
DATE: August 4, 2022  
RE: **Transfer Funds - Out of Series**

---

Please make the following transfer as indicated. Thank you.

- Transfer **\$4,500** from account # 114-0405-431.30-34 (Diesel) into account # 114-0405-431.40-18 (Road Machinery) for purchase of equipment repairs.

Thank you

EA/nr

Cary Erickson, SPHR, SHRM-SCP  
Director of  
Human Resources and Risk Management  
Tel. (409) 839-2391  
Fax (409) 839-2399



Jefferson County Courthouse  
1225 Pearl Street  
Suite 201  
Beaumont, TX 77701  
E-mail: [hrdept@co.jefferson.tx.us](mailto:hrdept@co.jefferson.tx.us)

August 4, 2022

We are requesting to move \$292 from Equipment – Miscellaneous 120-1012-415-4011 to Minor Equipment 120-1012-415-3084 for the replacement of an electronic time stamp for the department. The current time stamp has been discontinued and the ability to repair, with associated costs, is not guaranteed.

A handwritten signature in cursive script that reads "Cary Erickson".

Cary Erickson  
Director of Human Resources and Risk Management

| PGM: GMCOMMV2                       | DATE       | PAGE: 1         |
|-------------------------------------|------------|-----------------|
| NAME                                | 08-16-2022 | 401             |
|                                     | AMOUNT     | CHECK NO. TOTAL |
| JURY FUND                           |            |                 |
| CHAPMAN VENDING                     | 75.03      | 497972          |
| ROAD & BRIDGE PCT.#1                |            | 75.03**         |
| ABLE FASTENER, INC.                 | 8.90       | 497786          |
| SPIDLE & SPIDLE                     | 5,975.50   | 497789          |
| RB EVERETT & COMPANY, INC.          | 14,725.00  | 497801          |
| ENTERGY                             | 645.89     | 497808          |
| M&D SUPPLY                          | 205.40     | 497816          |
| SANITARY SUPPLY, INC.               | 364.70     | 497829          |
| S.E. TEXAS BUILDING SERVICE         | 325.00     | 497835          |
| SPANKY'S WRECKER SERVICE INC        | 275.00     | 497915          |
| ADVANCE AUTO PARTS                  | 110.03     | 497919          |
| SILSBEE FORD INC                    | 58.56      | 497924          |
| PATHMARK TRAFFIC EQUIPMENT, LLC     | 711.50     | 497976          |
| MUNRO'S UNIFORM SERVICES, LLC       | 28.10      | 497984          |
| ROAD & BRIDGE PCT.#2                |            | 23,433.58**     |
| CITY OF NEDERLAND                   | 62.03      | 497799          |
| ENTERGY                             | 1,140.33   | 497808          |
| SMART'S TRUCK & TRAILER, INC.       | 84.01      | 497834          |
| AT&T                                | 109.62     | 497840          |
| W. JEFFERSON COUNTY M.W.D.          | 28.77      | 497845          |
| ROLLINS TRUCK & TRAILER REPAIR      | 280.00     | 497849          |
| BUMPER TO BUMPER                    | 165.64     | 497881          |
| ATTABOY TERMITE & PEST CONTROL      | 61.62      | 497903          |
| CY-FAIR TIRE                        | 466.21     | 497954          |
| GULF COAST                          | 254.64     | 497957          |
| MUNRO'S UNIFORM SERVICES, LLC       | 20.00      | 497984          |
| ROAD & BRIDGE PCT. # 3              |            | 2,672.87**      |
| SPIDLE & SPIDLE                     | 3,867.44   | 497789          |
| CITY OF PORT ARTHUR - WATER DEPT.   | 60.95      | 497798          |
| FARM & HOME SUPPLY                  | 1.95       | 497803          |
| PHILPOTT MOTORS, INC.               | 97.44      | 497822          |
| SOUTHERN TIRE MART, LLC             | 32.00      | 497850          |
| TEXAS GAS SERVICE                   | 181.14     | 497876          |
| WINDSTREAM                          | 48.83      | 497890          |
| INTERSTATE ALL BATTERY CENTER - BMT | 142.95     | 497902          |
| NORTHERN TOOL AND EQUIPMENT         | 139.99     | 497911          |
| ON TIME TIRE                        | 380.00     | 497913          |
| ROAD & BRIDGE PCT.#4                |            | 4,952.69**      |
| SPIDLE & SPIDLE                     | 6,540.03   | 497789          |
| ENTERGY                             | 17.65      | 497808          |
| M&D SUPPLY                          | 104.76     | 497816          |
| SMART'S TRUCK & TRAILER, INC.       | 61.95      | 497834          |
| SOUTHEAST TEXAS WATER               | 84.20      | 497837          |
| UNITED STATES POSTAL SERVICE        | .98        | 497869          |
| GULF COAST                          | 136.53     | 497957          |
| MUNRO'S UNIFORM SERVICES, LLC       | 112.78     | 497984          |
| ENGINEERING FUND                    |            | 7,058.88**      |
| CDW COMPUTER CENTERS, INC.          | 5,067.63   | 497853          |
| VERIZON WIRELESS                    | 206.25     | 497863          |
| VERIZON WIRELESS                    | 12.81      | 497864          |
| JEFFERSON COUNTY CREDIT CARDS       | 109.76     | 497908          |
| PARKS & RECREATION                  |            | 5,396.45**      |
| ENTERGY                             | 2,575.15   | 497808          |
| GENERAL FUND                        |            | 2,575.15**      |
| TAX OFFICE                          |            |                 |
| ACE IMAGEWEAR                       | 39.42      | 497832          |

| PGM: GMCOMMV2                       | DATE       | PAGE: 2    |
|-------------------------------------|------------|------------|
| NAME                                | 08-16-2022 | 402        |
|                                     | AMOUNT     | CHECK NO.  |
| UNITED STATES POSTAL SERVICE        | 835.20     | 497869     |
| NEMO-0                              | 317.00     | 497922     |
| ODP BUSINESS SOLUTIONS, LLC         | 749.04     | 497983     |
| COUNTY HUMAN RESOURCES              |            | 1,940.66*  |
| PINNACLE MEDICAL MANAGEMENT CORP    | 45.00      | 497823     |
| PRE CHECK, INC.                     | 172.50     | 497857     |
| UNITED STATES POSTAL SERVICE        | 1.47       | 497869     |
| SIERRA SPRING WATER CO. - BT        | 31.94      | 497870     |
| SOUTHEAST TEXAS OCCUPATIONAL MEDICI | 137.00     | 497935     |
| AUDITOR'S OFFICE                    |            | 387.91*    |
| UNITED STATES POSTAL SERVICE        | 4.99       | 497869     |
| KATRENA THERIOT                     | 53.29      | 497952     |
| COUNTY CLERK                        |            | 58.28*     |
| UNITED STATES POSTAL SERVICE        | 257.91     | 497869     |
| FUNCTION 4 LLC                      | 340.00     | 497939     |
| COUNTY JUDGE                        |            | 597.91*    |
| LOU ANNE GARDNER ATTORNEY AT LAW    | 500.00     | 497854     |
| UNITED STATES POSTAL SERVICE        | 7.43       | 497869     |
| THE YOE'S LAW FIRM, LLP             | 500.00     | 497887     |
| KIMBERLY PHELAN, P.C.               | 500.00     | 497888     |
| J.T. HAYNES                         | 500.00     | 497889     |
| ODP BUSINESS SOLUTIONS, LLC         | 141.74     | 497983     |
| RISK MANAGEMENT                     |            | 2,149.17*  |
| UNITED STATES POSTAL SERVICE        | 69.81      | 497869     |
| ODP BUSINESS SOLUTIONS, LLC         | 69.96      | 497983     |
| COUNTY TREASURER                    |            | 70.77*     |
| UNITED STATES POSTAL SERVICE        | 107.83     | 497869     |
| PURCHASING DEPARTMENT               |            | 107.83*    |
| UNITED STATES POSTAL SERVICE        | 8.06       | 497869     |
| JEFFERSON COUNTY CREDIT CARDS       | 179.00     | 497908     |
| CINTAS CORPORATION                  | 86.93      | 497936     |
| ODP BUSINESS SOLUTIONS, LLC         | 30.99      | 497983     |
| GENERAL SERVICES                    |            | 304.98*    |
| ELECTRICAL SPECIALTIES, INC.        | 25.00      | 497787     |
| B&L MAIL PRESORT SERVICE            | 789.16     | 497794     |
| CASH ADVANCE ACCOUNT                | 55.00      | 497814     |
| TEXAS WILDLIFE DAMAGE MGMT FUND     | 2,700.00   | 497841     |
| ADVANCED STAFFING                   | 97.50      | 497851     |
| 24 HR SAFETY LLC                    | 594.65     | 497926     |
| BOSWORTH PAPERS                     | 3,180.00   | 497968     |
| CHARTER COMMUNICATIONS              | 2,442.76   | 497978     |
| DATA PROCESSING                     |            | 9,884.07*  |
| CDW COMPUTER CENTERS, INC.          | 16,308.07  | 497853     |
| SHELDON JENKINS                     | 284.23     | 497960     |
| TREVOR WILLIAMS                     | 372.42     | 497971     |
| ODP BUSINESS SOLUTIONS, LLC         | 26.55      | 497983     |
| VOTERS REGISTRATION DEPT            |            | 16,991.27* |
| UNITED STATES POSTAL SERVICE        | 267.58     | 497869     |
| ELECTIONS DEPARTMENT                |            | 267.58*    |
| JEFFERSON COUNTY CREDIT CARDS       | 775.01     | 497908     |
| DISTRICT ATTORNEY                   |            | 775.01*    |

| PGM: GMCOMMV2                  | DATE<br>08-16-2022 | PAGE: 3<br>403  |
|--------------------------------|--------------------|-----------------|
| NAME                           | AMOUNT             | CHECK NO. TOTAL |
| JAMES ARCENEAUX                | 742.44             | 497866          |
| UNITED STATES POSTAL SERVICE   | 79.70              | 497869          |
| DISTRICT CLERK                 |                    | 822.14*         |
| UNITED STATES POSTAL SERVICE   | 264.24             | 497869          |
| ODP BUSINESS SOLUTIONS, LLC    | 788.32             | 497983          |
| CRIMINAL DISTRICT COURT        |                    | 1,052.56*       |
| THOMAS J. BURBANK PC           | 800.00             | 497796          |
| WENDELL RADFORD                | 800.00             | 497825          |
| 58TH DISTRICT COURT            |                    | 1,600.00*       |
| JEFFERSON CTY. BAR ASSOCIATION | 125.00             | 497812          |
| SOUTHEAST TEXAS WATER          | 34.95              | 497838          |
| JEFFERSON COUNTY CREDIT CARDS  | 54.55              | 497908          |
| 60TH DISTRICT COURT            |                    | 214.50*         |
| UNITED STATES POSTAL SERVICE   | 15.71              | 497869          |
| 136TH DISTRICT COURT           |                    | 15.71*          |
| UNITED STATES POSTAL SERVICE   | .49                | 497869          |
| 252ND DISTRICT COURT           |                    | .49*            |
| JACK LAWRENCE                  | 258.00             | 497791          |
| UNITED STATES POSTAL SERVICE   | 9.42               | 497869          |
| SUMMER TANNER                  | 164.90             | 497894          |
| JEFFERSON COUNTY CREDIT CARDS  | 23.98              | 497908          |
| 279TH DISTRICT COURT           |                    | 456.30*         |
| PHILLIP DOWDEN                 | 385.00             | 497793          |
| THOMAS J. BURBANK PC           | 700.00             | 497796          |
| JEFFERSON CTY. BAR ASSOCIATION | 125.00             | 497812          |
| NATHAN REYNOLDS, JR.           | 220.00             | 497826          |
| SOUTHEAST TEXAS WATER          | 34.97              | 497839          |
| TONYA CONNELL TOUPS            | 495.00             | 497898          |
| REAUD MORGAN & QUINN LLP       | 495.00             | 497901          |
| THOMSON REUTERS-WEST           | 402.00             | 497921          |
| MATUSKA LAW FIRM               | 330.00             | 497925          |
| ODP BUSINESS SOLUTIONS, LLC    | 105.15             | 497983          |
| 317TH DISTRICT COURT           |                    | 3,292.12*       |
| UNITED STATES POSTAL SERVICE   | 4.56               | 497869          |
| ALLEN PARKER                   | 300.00             | 497905          |
| JEFFERSON COUNTY CREDIT CARDS  | 300.00             | 497908          |
| JUSTICE COURT-PCT 1 PL 1       |                    | 604.56*         |
| UNITED STATES POSTAL SERVICE   | 15.20              | 497869          |
| JUSTICE COURT-PCT 1 PL 2       |                    | 15.20*          |
| UNITED STATES POSTAL SERVICE   | 18.66              | 497869          |
| JUSTICE COURT-PCT 6            |                    | 18.66*          |
| UNITED STATES POSTAL SERVICE   | 41.15              | 497869          |
| ODP BUSINESS SOLUTIONS, LLC    | 116.78             | 497983          |
| JUSTICE OF PEACE PCT. 8        |                    | 157.93*         |
| THOMSON REUTERS-WEST           | 985.00             | 497921          |
| ODP BUSINESS SOLUTIONS, LLC    | 645.69             | 497983          |
| COUNTY COURT AT LAW NO. 2      |                    | 1,630.69*       |

| PGM: GMCOMMV2                       | DATE       | PAGE: 4    |
|-------------------------------------|------------|------------|
| NAME                                | 08-16-2022 | 404        |
|                                     | AMOUNT     | CHECK NO.  |
| DAVID GROVE                         | 550.00     | 497790     |
| JACK LAWRENCE                       | 250.00     | 497791     |
| A. MARK FAGGARD                     | 250.00     | 497802     |
| MARVA PROVO                         | 250.00     | 497824     |
| UNITED STATES POSTAL SERVICE        | 5.40       | 497869     |
| LANGSTON ADAMS                      | 400.00     | 497875     |
| JOEL WEBB VAZQUEZ                   | 300.00     | 497880     |
| THE SAMUEL FIRM, PLLC               | 250.00     | 497951     |
| CARRIER & ALLISON LAW GROUP PC      | 500.00     | 497966     |
| THE WALKER LAW FIRM                 | 250.00     | 497973     |
| COUNTY COURT AT LAW NO. 3           |            | 3,005.40*  |
| TODD W LEBLANC                      | 250.00     | 497788     |
| MARVA PROVO                         | 250.00     | 497824     |
| NATHAN REYNOLDS, JR.                | 250.00     | 497826     |
| UNITED STATES POSTAL SERVICE        | 13.49      | 497869     |
| JOEL WEBB VAZQUEZ                   | 750.00     | 497880     |
| MATUSKA LAW FIRM                    | 500.00     | 497925     |
| COURT MASTER                        |            | 2,013.49*  |
| BUDDIE J HAHN                       | 4,075.37   | 497958     |
| ODP BUSINESS SOLUTIONS, LLC         | 125.24     | 497983     |
| MEDIATION CENTER                    |            | 4,200.61*  |
| MARKET BASKET                       | 421.50     | 497817     |
| UNITED STATES POSTAL SERVICE        | 7.37       | 497869     |
| COMMUNITY SUPERVISION               |            | 428.87*    |
| SAM'S CLUB DIRECT                   | 419.94     | 497917     |
| SHERIFF'S DEPARTMENT                |            | 419.94*    |
| EQUINE MEDICINE & SURGERY           | 345.00     | 497800     |
| FED EX                              | 27.91      | 497804     |
| ENTERGY                             | 834.44     | 497808     |
| CASH ADVANCE ACCOUNT                | 1,893.84   | 497814     |
| MOORMAN & ASSOCIATES, INC.          | 1,190.00   | 497820     |
| SAM'S WESTERN WEAR, INC.            | 246.90     | 497828     |
| AT&T                                | 146.16     | 497840     |
| UNITED STATES POSTAL SERVICE        | 1,085.24   | 497869     |
| BEAUMONT OCCUPATIONAL SERVICE, INC. | 69.90      | 497871     |
| JEFFERSON COUNTY CREDIT CARDS       | 1,366.73   | 497908     |
| TRANSUNION RISK AND ALTERNATIVE     | 575.00     | 497929     |
| GALLS LLC                           | 244.00     | 497932     |
| VECTOR SECURITY                     | 125.55     | 497941     |
| PARAGON SOUTHWEST MEDICAL WASTE LLC | 2,100.00   | 497946     |
| NATIONAL POLICE CANINE ASSOCIATION  | 240.00     | 497963     |
| NATIONAL POLICE CANINE ASSOCIATION  | 80.00      | 497964     |
| ODP BUSINESS SOLUTIONS, LLC         | 807.52     | 497983     |
| JOSHUA DEVILLE                      | 40.00      | 497990     |
| CALEB MITCHELL                      | 449.00     | 497991     |
| RYAN HARGROVE                       | 449.00     | 497992     |
| CRIME LABORATORY                    |            | 12,316.19* |
| FED EX                              | 46.90      | 497805     |
| CASH ADVANCE ACCOUNT                | 1,052.68   | 497814     |
| HENRY SCHEIN, INC.                  | 667.84     | 497830     |
| SOUTHEAST TEXAS WATER               | 79.90      | 497836     |
| THERMAL SCIENTIFIC, INC.            | 991.49     | 497843     |
| VECTOR SECURITY                     | 172.80     | 497941     |
| AIRGAS USA, LLC                     | 332.44     | 497947     |
| JAIL - NO. 2                        |            | 3,344.05*  |
| JOHNSTONE SUPPLY                    | 276.61     | 497792     |
| CITY OF BEAUMONT - WATER DEPT.      | 16.00      | 497797     |
| W.W. GRAINGER, INC.                 | 483.27     | 497806     |
| ENTERGY                             | 1,289.88   | 497808     |



| PGM: GMCOMMV2                      | DATE       | PAGE: 5     |
|------------------------------------|------------|-------------|
| NAME                               | 08-16-2022 | 405         |
|                                    | AMOUNT     | CHECK NO.   |
| JACK BROOKS REGIONAL AIRPORT       | 844.20     | 497813      |
| KIRKSEY'S SPRINT PRINTING          | 24.95      | 497815      |
| M&D SUPPLY                         | 301.11     | 497816      |
| OVERHEAD DOOR CO.                  | 169.50     | 497821      |
| SHERWIN-WILLIAMS                   | 80.45      | 497833      |
| AT&T                               | 30.90      | 497840      |
| TEXAS JAIL ASSOCIATION             | 580.00     | 497842      |
| WHOLESALE ELECTRIC SUPPLY CO.      | 822.49     | 497846      |
| SOUTHERN TIRE MART, LLC            | 133.02     | 497850      |
| LOWE'S HOME CENTERS, INC.          | 452.37     | 497873      |
| INTERCONTINENTAL JET CORP          | 351.13     | 497882      |
| UNITED RENTALS                     | 253.61     | 497885      |
| WORLD FUEL SERVICES                | 6,365.44   | 497904      |
| JEFFERSON COUNTY CREDIT CARDS      | 413.21     | 497908      |
| A1 FILTER SERVICE COMPANY          | 765.20     | 497912      |
| 24 HR SAFETY LLC                   | 105.00     | 497926      |
| GALLS LLC                          | 652.00     | 497932      |
| BOUDREAUX'S TRUCK & TRAILER REPAIR | 40.00      | 497933      |
| CALIBRE PRESS                      | 359.00     | 497943      |
| TRINITY SERVICES GROUP INC         | 112,916.51 | 497956      |
| SPINDLETOP PLUMBING                | 7,641.80   | 497975      |
| DYLAN LISCHAU                      | 11.05      | 497977      |
| ODP BUSINESS SOLUTIONS, LLC        | 915.13     | 497983      |
| PREA AUDITORS OF AMERICA, LLC      | 450.00     | 497985      |
| JUVENILE PROBATION DEPT.           |            | 136,743.83* |
| CASH ADVANCE ACCOUNT               | 247.12     | 497814      |
| UNITED STATES POSTAL SERVICE       | 11.72      | 497869      |
| SHANNA CITIZEN                     | 52.50      | 497874      |
| SUMMER KENNERSON                   | 276.25     | 497938      |
| JUVENILE DETENTION HOME            |            | 587.59*     |
| ENTERGY                            | 6,892.88   | 497808      |
| MOORE SERVICE CO., INC.            | 1,157.08   | 497819      |
| BEN E KEITH COMPANY                | 2,911.86   | 497879      |
| ATTABOY TERMITE & PEST CONTROL     | 77.10      | 497903      |
| A1 FILTER SERVICE COMPANY          | 183.79     | 497912      |
| WASTEWATER TRANSPORT SERVICES LLC  | 1,033.39   | 497927      |
| BIG THICKET PLUMBING INC           | 160.00     | 497945      |
| FLOWERS BAKING COMPANY OF HOUSTON  | 63.07      | 497987      |
| CONSTABLE PCT 1                    |            | 12,479.17*  |
| UNITED STATES POSTAL SERVICE       | 38.15      | 497869      |
| CONSTABLE-PCT 2                    |            | 38.15*      |
| COTTON CARGO                       | 40.00      | 497955      |
| CONSTABLE-PCT 4                    |            | 40.00*      |
| CASH ADVANCE ACCOUNT               | 873.15     | 497814      |
| DISH NETWORK                       | 77.69      | 497895      |
| CONSTABLE-PCT 6                    |            | 950.84*     |
| MOTOROLA SOLUTIONS INC             | 895.00     | 497852      |
| UNITED STATES POSTAL SERVICE       | 22.19      | 497869      |
| HIGGINBOTHAM INSURANCE AGENCY INC  | 71.00      | 497930      |
| COUNTY MORGUE                      |            | 988.19*     |
| PROCTOR'S MORTUARY INC             | 12,375.00  | 497906      |
| AGRICULTURE EXTENSION SVC          |            | 12,375.00*  |
| DAVID OATES                        | 541.00     | 497934      |
| TYLER FITZGERALD                   | 222.24     | 497949      |
| CORENA N FITZGERALD                | 104.60     | 497953      |
| HALLEE M SEWELL                    | 244.35     | 497974      |
| HEALTH AND WELFARE NO. 1           |            | 1,112.19*   |

| PGM: GMCOMMV2                       | DATE<br>08-16-2022 | PAGE: 6<br>406  |
|-------------------------------------|--------------------|-----------------|
| NAME                                | AMOUNT             | CHECK NO. TOTAL |
| BROUSSARD'S MORTUARY                | 1,500.00           | 497795          |
| CLAYBAR HAVEN OF REST               | 1,040.00           | 497867          |
| UNITED STATES POSTAL SERVICE        | 67.49              | 497869          |
| PROCTOR'S MORTUARY INC              | 3,000.00           | 497907          |
| CANDICE FORD                        | 64.38              | 497937          |
|                                     |                    | 5,671.87*       |
| HEALTH AND WELFARE NO. 2            |                    |                 |
| ENTERGY                             | 210.00             | 497811          |
| ODP BUSINESS SOLUTIONS, LLC         | 646.42             | 497983          |
| LISA WASHINGTON                     | 166.25             | 497989          |
|                                     |                    | 1,022.67*       |
| CHILD WELFARE UNIT                  |                    |                 |
| BEAUMONT OCCUPATIONAL SERVICE, INC. | 1,097.00           | 497871          |
| J.C. PENNEY'S                       | 197.96             | 497872          |
| ROSS DRESS FOR LESS, INC.           | 1,926.78           | 497893          |
|                                     |                    | 3,221.74*       |
| ENVIRONMENTAL CONTROL               |                    |                 |
| JEFFERSON COUNTY CREDIT CARDS       | 58.00              | 497908          |
| ODP BUSINESS SOLUTIONS, LLC         | 50.27              | 497983          |
|                                     |                    | 108.27*         |
| INDIGENT MEDICAL SERVICES           |                    |                 |
| LOCAL GOVERNMENT SOLUTIONS LP       | 3,773.00           | 497899          |
|                                     |                    | 3,773.00*       |
| MAINTENANCE-BEAUMONT                |                    |                 |
| JOHNSTONE SUPPLY                    | 808.05             | 497792          |
| M&D SUPPLY                          | 154.03             | 497816          |
| SANITARY SUPPLY, INC.               | 1,573.75           | 497829          |
| ACE IMAGEWEAR                       | 208.40             | 497832          |
| S.E. TEXAS BUILDING SERVICE         | 25,381.80          | 497835          |
| AT&T GLOBAL SERVICES                | 5,715.57           | 497877          |
| CENTERPOINT ENERGY RESOURCES CORP   | 614.53             | 497883          |
| JEFFERSON COUNTY CREDIT CARDS       | 39.00              | 497908          |
| CINTAS CORPORATION                  | 94.62              | 497936          |
| WES VICE HARDWOODS & SUPPLY INC     | 463.85             | 497959          |
|                                     |                    | 35,053.60*      |
| MAINTENANCE-PORT ARTHUR             |                    |                 |
| ENTERGY                             | 6,378.82           | 497808          |
| CDW COMPUTER CENTERS, INC.          | 53.12              | 497853          |
| JEFFERSON COUNTY CREDIT CARDS       | 1,692.79           | 497908          |
| VECTOR SECURITY                     | 418.25             | 497941          |
|                                     |                    | 8,542.98*       |
| MAINTENANCE-MID COUNTY              |                    |                 |
| CITY OF NEDERLAND                   | 21.40              | 497799          |
| ENTERGY                             | 2,918.97           | 497808          |
| RITTER @ HOME                       | 11.99              | 497827          |
| SETZER HARDWARE, INC.               | 34.19              | 497831          |
| ACE IMAGEWEAR                       | 37.22              | 497832          |
| BUBBA'S AIR CONDITIONING            | 1,900.00           | 497847          |
| ATTABOY TERMITE & PEST CONTROL      | 123.24             | 497903          |
| CHARTER COMMUNICATIONS              | 49.83              | 497980          |
|                                     |                    | 5,096.84*       |
| SERVICE CENTER                      |                    |                 |
| JEFFERSON CTY. TAX OFFICE           | 7.50               | 497858          |
| JEFFERSON CTY. TAX OFFICE           | 7.50               | 497859          |
| JEFFERSON CTY. TAX OFFICE           | 7.50               | 497860          |
| JEFFERSON CTY. TAX OFFICE           | 7.50               | 497861          |
| JEFFERSON CTY. TAX OFFICE           | 7.50               | 497862          |
| VOYAGER FLEET SYSTEM, INC.          | 25,151.24          | 497878          |
| PREFERRED FACILITIES GROUP-USA, LLC | 1,729.85           | 497970          |
|                                     |                    | 26,918.59*      |
| VETERANS SERVICE                    |                    |                 |
| UNITED STATES POSTAL SERVICE        | 2.40               | 497869          |
|                                     |                    | 2.40*           |
| MOSQUITO CONTROL FUND               |                    | 323,871.77**    |

| PGM: GMCOMMV2                       | DATE<br>08-16-2022 | PAGE: 7      |
|-------------------------------------|--------------------|--------------|
| NAME                                | AMOUNT             | CHECK NO.    |
| ENTERGY                             | 646.32             | 497808       |
| JACK BROOKS REGIONAL AIRPORT        | 289.44             | 497813       |
| UNITED PARCEL SERVICE               | 43.22              | 497844       |
| LJA ENGINEERING INC                 | 405.00             | 497914       |
| CY-FAIR TIRE                        | 56.95              | 497954       |
| ES OPCO USA LLC                     | 167,932.88         | 497965       |
| CHARTER COMMUNICATIONS              | 72.67              | 497979       |
| MUNRO'S UNIFORM SERVICES, LLC       | 81.69              | 497984       |
| AERO PERFORMANCE                    | 213.80             | 497986       |
| PARKER'S BUILDING SUPPLY            | 64.95              | 497988       |
| SECURITY FEE FUND                   |                    | 169,806.92** |
| JEFFERSON COUNTY CREDIT CARDS       | 385.89             | 497908       |
| LAW LIBRARY FUND                    |                    | 385.89**     |
| THOMSON REUTERS-WEST                | 2,160.02           | 497921       |
| EMPG GRANT                          |                    | 2,160.02**   |
| RICHARD "ALEX" RUPP                 | 997.44             | 497892       |
| GRANT A STATE AID                   |                    | 997.44**     |
| BI INCORPORATED                     | 193.50             | 497855       |
| YOUTH ADVOCATE PROGRAMS INC         | 612.50             | 497897       |
| GRAYSON COUNTY DEPT OF JUVENILE     | 6,128.39           | 497928       |
| TCSI, LLC                           | 14,815.10          | 497961       |
| RITE OF PASSAGE                     | 8,435.75           | 497962       |
| COMMUNITY SUPERVISION FND           |                    | 30,185.24**  |
| CASH ADVANCE ACCOUNT                | 762.21             | 497814       |
| UNITED STATES POSTAL SERVICE        | 106.60             | 497869       |
| LOCAL GOVERNMENT SOLUTIONS LP       | 6,965.00           | 497899       |
| JCCSC                               | 60.00              | 497909       |
| HEATHER MCGALLION                   | 57.96              | 497910       |
| SAM'S CLUB DIRECT                   | 265.42             | 497917       |
| TND WORKWEAR CO LLC                 | 1,118.00           | 497940       |
| ODP BUSINESS SOLUTIONS, LLC         | 235.74             | 497983       |
| COMMUNITY CORRECTIONS PRG           |                    | 9,570.93**   |
| FRED MILLER'S OUTDOOR EQUIPMENT LLC | 51.90              | 497931       |
| DRUG DIVERSION PROGRAM              |                    | 51.90**      |
| ODP BUSINESS SOLUTIONS, LLC         | 2,952.06           | 497983       |
| LAW OFFICER TRAINING GRT            |                    | 2,952.06**   |
| ENTERGY                             | 465.44             | 497808       |
| TEXAS COMMISSION ON LAW ENFORCEMENT | 600.00             | 497900       |
| COUNTY CLERK - RECORD MGT           |                    | 1,065.44**   |
| MANATRON                            | 4,004.25           | 497896       |
| COUNTY RECORDS MANAGEMENT           |                    | 4,004.25**   |
| HHM & ASSOCIATES, INC.              | 8,747.00           | 497969       |
| DEPUTY SHERIFF EDUCATION            |                    | 8,747.00**   |
| JOSHUA DEVILLE                      | 449.00             | 497990       |
| DUSTIN UNRUH                        | 499.00             | 497993       |
| CONST. PCT 1 EDUCATION              |                    | 948.00**     |
| CASH ADVANCE ACCOUNT                | 498.66             | 497814       |
| CONST. PCT. 7 EDUCATION             |                    | 498.66**     |

| PGM: GMCOMMV2                       | DATE<br>08-16-2022 | PAGE: 8            |
|-------------------------------------|--------------------|--------------------|
| NAME                                | AMOUNT             | CHECK NO. TOTAL    |
| ROBERT ADAMS, JR.                   | 125.00             | 497856 125.00**    |
| HOTEL OCCUPANCY TAX FUND            |                    |                    |
| AT&T                                | 57.19              | 497840             |
| UNITED STATES POSTAL SERVICE        | 11.40              | 497869             |
| MATERA PAPER COMPANY INC            | 737.43             | 497920             |
| CHAPMAN VENDING                     | 129.90             | 497972             |
| ODP BUSINESS SOLUTIONS, LLC         | 77.81              | 497983             |
| MUNRO'S UNIFORM SERVICES, LLC       | 93.24              | 497984             |
|                                     |                    | 1,106.97**         |
| COASTAL RESTORATION PRJCT           |                    |                    |
| TIM RICHARDSON                      | 9,000.00           | 497923 9,000.00**  |
| AIRPORT FUND                        |                    |                    |
| A&A ELECTRIC CO OF BEAUMONT INC     | 110.00             | 497785             |
| ENTERGY                             | 16,707.84          | 497810             |
| RITTER @ HOME                       | 11.56              | 497827             |
| AT&T                                | 385.20             | 497840             |
| RICHARD "ALEX" RUPP                 | 333.45             | 497892             |
| JEFFERSON COUNTY CREDIT CARDS       | 1,764.00           | 497908             |
| CRAWFORD ELECTRIC SUPPLY COMPANY    | 46.52              | 497918             |
| TITAN AVIATION FUELS                | 30,783.46          | 497948             |
| ODP BUSINESS SOLUTIONS, LLC         | 532.54             | 497983             |
|                                     |                    | 50,674.57**        |
| SE TX EMP. BENEFIT POOL             |                    |                    |
| EXPRESS SCRIPTS INC                 | 85,839.20          | 497944             |
| NEUROMUSCULAR CORPORATE SOLUTIONS   | 16,725.00          | 497950             |
| BAY BRIDGE ADMINISTRATORS LLC       | 175,534.61         | 497967             |
|                                     |                    | 278,098.81**       |
| SETEC FUND                          |                    |                    |
| INDUSTRIAL & COMMERCIAL MECHANICAL  | 3,087.38           | 497916 3,087.38**  |
| WORKER'S COMPENSATION FD            |                    |                    |
| TRISTAR RISK MANAGEMENT             | 12,330.33          | 497884 12,330.33** |
| SHERIFF'S FORFEITURE FUND           |                    |                    |
| ORANGE COUNTY ASSOCIATION FOR       | 600.00             | 497848             |
| PORTER-STRAIT INSTRUMENT CO., INC.  | 6,250.00           | 497886             |
| ODP BUSINESS SOLUTIONS, LLC         | 75.03              | 497983             |
|                                     |                    | 6,925.03**         |
| MARINE DIVISION                     |                    |                    |
| ENTERGY                             | 849.31             | 497808             |
| JACK BROOKS REGIONAL AIRPORT        | 558.78             | 497813             |
| AT&T                                | 92.94              | 497840             |
| VERIZON WIRELESS                    | 75.98              | 497865             |
| MARK ELLIS                          | 124.95             | 497891             |
| INTERSTATE ALL BATTERY CENTER - BMT | 573.90             | 497902             |
| JEFFERSON COUNTY CREDIT CARDS       | 699.00             | 497908             |
| HELICOPTER INSTITUTE INC            | 16,000.00          | 497942             |
| ODP BUSINESS SOLUTIONS, LLC         | 128.25             | 497983             |
|                                     |                    | 19,103.11**        |
| SHERIFF - COMMISSARY                |                    |                    |
| MAVERICK COMMUNICATIONS, INC.       | 3,360.00           | 497818             |
| TRINITY SERVICES GROUP INC          | 6,685.00           | 497956             |
|                                     |                    | 10,045.00**        |
|                                     |                    | 991,906.37***      |



Joleen E. Fregia  
 Chief Deputy  
 E-Mail  
[joleen@co.jefferson.tx.us](mailto:joleen@co.jefferson.tx.us)

Charlie Hallmark  
 County Treasurer  
 1149 Pearl Street – Basement  
 Beaumont, Texas 77701

Office (409) 835-8509  
 Fax (409) 839-2347  
 E-Mail  
[challmark@co.jefferson.tx.us](mailto:challmark@co.jefferson.tx.us)

August 10, 2022

Judge Jeff R. Branick and  
 Commissioners Court  
 Jefferson County Courthouse  
 Beaumont, Texas 77701

Gentlemen:

Enclosed is the Investment Schedule as of July 31st, 2022, including interest earnings.

The 90 day Treasury discount rate on July 31st, 2022 was 2.34% and the interest on your checking accounts for the month of July was 1.41%

Included in the attached report are the balances for the County's pledged collateral.

This report meets the requirements for investment officers in compliance with the Texas Government Code. Title 10, Section 2256.023.

This should be on the agenda for August 16th, 2022, to be received and filed.

Sincerely,

Charlie Hallmark CIO  
 Enclosure

Agenda should read:

Receive and File Investment Schedule for July, 2022,  
 including the year to date total earnings on County funds.



| JEFFERSON COUNTY                                                                                                                               |                 |                |                 |            |               |               |                 |                |                   |                   |                   |                |               |                              |                     |                           |
|------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|----------------|-----------------|------------|---------------|---------------|-----------------|----------------|-------------------|-------------------|-------------------|----------------|---------------|------------------------------|---------------------|---------------------------|
| MONTH END JULY 31, 2022 INVESTMENT SCHEDULE                                                                                                    |                 |                |                 |            |               |               |                 |                |                   |                   |                   |                |               |                              |                     |                           |
| SECURITY DESCRIPTION                                                                                                                           | SETTLEMENT DATE | PAR AMOUNT     | AMOUNT PAID     | PRICE PAID | EXP. YIELD    | MATURITY DATE | CALL DATE       | # Days to mat. | # Days Invested   | CUSIP/C.D. NUMBER | BROKER DEALER     | CURRENT VALUE  | Current Price | ACCRUED FROM PURCHASE COUPON | Coupon paid TO DATE | BOOK VALUE (ACCRUED INT.) |
| TEXAS CLASS                                                                                                                                    |                 |                |                 |            |               |               |                 |                |                   |                   |                   |                |               |                              |                     |                           |
| Cds and Securities                                                                                                                             |                 |                |                 |            |               |               |                 |                |                   |                   |                   |                |               |                              |                     |                           |
| FHLMC 4.00%                                                                                                                                    | 05-Jul-22       | \$4,000,000.00 | \$4,000,000.00  | 100        | 4.000%        | 05-Jul-24     | 05-Aug-22       | 705            | 731               | 3134GXZU1         | WELLS SECURITIES  | \$4,000,829.56 | \$100.0207    | \$0.00                       | \$0.00              | \$4,000,829.56            |
| FHLB 3.875%                                                                                                                                    | 30-Jun-22       | \$3,000,000.00 | \$3,000,000.00  | 100        | 3.875%        | 30-Dec-24     | 30-Sep-22       | 883            | 914               | 3130ASGS2         | WELLS SECURITIES  | \$2,994,728.16 | \$99.8243     | \$0.00                       | \$0.00              | \$2,994,728.16            |
| FHLB 3.00%                                                                                                                                     | 23-May-22       | \$3,000,000.00 | \$3,000,000.00  | 100        | 3.000%        | 23-Feb-24     | 23-Aug-22       | 572            | 641               | 3130ARVU9         | WELLS SECURITIES  | \$2,981,466.78 | \$99.3822     | \$0.00                       | \$0.00              | \$2,981,466.78            |
| FHLB 2.25%                                                                                                                                     | 26-May-22       | \$3,000,000.00 | \$3,000,000.00  | 100        | 2.250%        | 26-May-23     | 26-Aug-22       | 299            | 365               | 3130ASGB4         | WELLS SECURITIES  | \$2,985,896.79 | \$99.5299     | \$0.00                       | \$0.00              | \$2,985,896.79            |
| FHLB 3.00%                                                                                                                                     | 28-Jul-22       | \$3,000,000.00 | \$3,000,000.00  | 100        | 3.000%        | 28-Apr-23     | 28-Oct-22       | 271            | 274               | 3130ASNH8         | WELLS SECURITIES  | \$3,001,483.74 | \$100.0495    | \$0.00                       | \$0.00              | \$3,001,483.74            |
| TOTAL PAR                                                                                                                                      |                 |                |                 |            |               |               |                 |                |                   |                   |                   |                |               |                              |                     |                           |
| AMT. INVESTED                                                                                                                                  |                 |                |                 |            |               |               |                 |                |                   |                   |                   |                |               |                              |                     |                           |
| WEIGHTED AVG. YLD                                                                                                                              |                 |                |                 |            |               |               |                 |                |                   |                   |                   |                |               |                              |                     |                           |
| WEIGHTED AVG.                                                                                                                                  |                 |                |                 |            |               |               |                 |                |                   |                   |                   |                |               |                              |                     |                           |
| Maturity                                                                                                                                       |                 |                |                 |            |               |               |                 |                |                   |                   |                   |                |               |                              |                     |                           |
| TOTAL MARKET VALUE                                                                                                                             |                 |                |                 |            |               |               |                 |                |                   |                   |                   |                |               |                              |                     |                           |
| TOTAL BOOK VALUE                                                                                                                               |                 |                |                 |            |               |               |                 |                |                   |                   |                   |                |               |                              |                     |                           |
| INVESTMENT ACCTS                                                                                                                               |                 |                |                 |            |               |               |                 |                |                   |                   |                   |                |               |                              |                     |                           |
| CDS and Securities                                                                                                                             |                 |                |                 |            |               |               |                 |                |                   |                   |                   |                |               |                              |                     |                           |
| TOTAL ALL ACCTS:                                                                                                                               |                 |                |                 |            |               |               |                 |                |                   |                   |                   |                |               |                              |                     |                           |
| PLEDGE COLLATERAL REPORT WELLS FARGO                                                                                                           |                 |                |                 |            |               |               |                 |                |                   |                   |                   |                |               |                              |                     |                           |
| ALL COUNTY FUNDS                                                                                                                               |                 |                |                 |            |               |               |                 |                |                   |                   |                   |                |               |                              |                     |                           |
| AS OF JULY 31, 2022                                                                                                                            |                 |                |                 |            |               |               |                 |                |                   |                   |                   |                |               |                              |                     |                           |
| COMPLIANCE STATEMENT                                                                                                                           |                 |                |                 |            |               |               |                 |                |                   |                   |                   |                |               |                              |                     |                           |
| This is an unaudited statement made in accordance with provisions of Government Code Title 10-Section 2256.023 The Public Funds Investment Act |                 |                |                 |            |               |               |                 |                |                   |                   |                   |                |               |                              |                     |                           |
| The investment portfolios of Jefferson County comply with the strategies in the Jefferson County Investment Policy and Procedures.             |                 |                |                 |            |               |               |                 |                |                   |                   |                   |                |               |                              |                     |                           |
| Charlotte Hallmark, Jefferson County Investment Officer                                                                                        |                 |                |                 |            |               |               |                 |                |                   |                   |                   |                |               |                              |                     |                           |
| MARKET VALUE OF PLEDGE SECURITIES                                                                                                              |                 |                |                 |            |               |               |                 |                |                   |                   |                   |                |               |                              |                     |                           |
| BALANCE IN ALL ACCOUNTS:                                                                                                                       |                 |                |                 |            |               |               |                 |                |                   |                   |                   |                |               |                              |                     |                           |
| OVER OR (UNDER) AMOUNT:                                                                                                                        |                 |                |                 |            |               |               |                 |                |                   |                   |                   |                |               |                              |                     |                           |
| JULY 2022, JEFFERSON COUNTY INVESTMENT MATURITIES                                                                                              |                 |                |                 |            |               |               |                 |                |                   |                   |                   |                |               |                              |                     |                           |
| MATURED SECURITIES AND INTEREST EARNED                                                                                                         |                 |                |                 |            |               |               |                 |                |                   |                   |                   |                |               |                              |                     |                           |
| SECURITY DESCRIPTION                                                                                                                           | PURCHASE DATE   | PAR AMOUNT     | AMOUNT INVESTED | PRICE PAID | EXPECT. YIELD | MATURITY DATE | Coupon Pay DATE | # DAYS INVEST. | CUSIP/C.D. NUMBER | BROKER DEALER     | INTEREST EARNINGS |                |               |                              |                     |                           |
| INVESTMENTS                                                                                                                                    |                 |                |                 |            |               |               |                 |                |                   |                   |                   |                |               |                              |                     |                           |
| TEXAS CLASS                                                                                                                                    |                 |                |                 |            |               |               |                 |                |                   |                   |                   |                |               |                              |                     |                           |
| CHECKING INTEREST                                                                                                                              |                 |                |                 |            |               |               |                 |                |                   |                   |                   |                |               |                              |                     |                           |
| POOLED CASH ACCT                                                                                                                               |                 |                |                 |            |               |               |                 |                |                   |                   |                   |                |               |                              |                     |                           |
| OTHER COUNTY ACCTS                                                                                                                             |                 |                |                 |            |               |               |                 |                |                   |                   |                   |                |               |                              |                     |                           |
| TAX LICENSE ACCT                                                                                                                               |                 |                |                 |            |               |               |                 |                |                   |                   |                   |                |               |                              |                     |                           |
| TOTAL                                                                                                                                          |                 |                |                 |            |               |               |                 |                |                   |                   |                   |                |               |                              |                     |                           |



## FISCAL YEAR 2021-2022

### YIELD TO MATURITY AND INTEREST EARNINGS

| MONTH                | 90 DAY T. BILL<br>YIELD | INVESTMENT<br>INTEREST EARNED | CHECKING<br>ACCOUNT YIELD | TEXAS CLASS<br>INTEREST | TEXAS CLASS<br>YIELD |
|----------------------|-------------------------|-------------------------------|---------------------------|-------------------------|----------------------|
|                      |                         |                               |                           |                         |                      |
| OCTOBER              | 0.050%                  | \$17,244.34                   | 0.160%                    | \$0.00                  | 0.000%               |
| NOVEMBER             | 0.050%                  | \$19,028.99                   | 0.160%                    | \$0.00                  | 0.000%               |
| DECEMBER             | 0.060%                  | \$20,377.61                   | 0.160%                    | \$0.00                  | 0.000%               |
| JANUARY              | 0.240%                  | \$18,320.98                   | 0.300%                    | \$0.00                  | 0.000%               |
| FEBRUARY             | 0.380%                  | \$43,859.67                   | 0.300%                    | \$0.00                  | 0.000%               |
| MARCH                | 0.520%                  | \$44,351.84                   | 0.300%                    | \$0.00                  | 0.000%               |
| APRIL                | 0.840%                  | \$41,448.66                   | 0.300%                    | \$0.00                  | 0.000%               |
| MAY                  | 1.130%                  | \$78,531.72                   | 0.580%                    | \$0.00                  | 0.000%               |
| JUNE                 | 1.660%                  | \$108,828.64                  | 0.880%                    | \$0.00                  | 0.000%               |
| JULY                 | 2.340%                  | \$189,444.00                  | 1.410%                    | \$0.00                  | 0.000%               |
| AUGUST               | 0.000%                  | \$0.00                        | 0.000%                    | \$0.00                  | 0.000%               |
| SEPTEMBER            | 0.000%                  | \$0.00                        | 0.000%                    | \$0.00                  | 0.000%               |
| <b>ANNUAL TOTALS</b> |                         | <b>\$581,436.45</b>           |                           | <b>\$0.00</b>           | <b>\$581,436.45</b>  |