

**Special, 1/7/2025 10:30:00 AM**

BE IT REMEMBERED that on January 07, 2025, 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 Brandon Willis, Commissioner Pct. No. 1

Commissioner Cary Erickson, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff

Honorable Roxanne Acosta-Hellberg, County Clerk

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

*Notice of Meeting and Agenda*  
*January 07, 2025*

Jeff R. Branick, County Judge  
Brandon Willis, Commissioner, Precinct One  
Cary Erickson, 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  
January 07, 2025**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **07th** day of **January 2025** 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:

**8:15 a.m. - Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.089 to deliberate the deployment, or specific occasions for security implementation of security personnel or devices, that deliberation in an open meeting would have a detrimental effect on the security of County facilities.**

**8:45 a.m. – Workshop to discuss Violation of TCQ.**

**8:55 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**

*Notice of Meeting and Agenda*  
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**in negotiations with a third party.**

**9:45 a.m. – Announcement of an executive (closed) session pursuant to Texas Government Code Sec. 551.071 to consult with our attorney regarding pending or anticipated litigation.**

**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 347-973-4395, conference id 113569383# The court will also have a time for public comments at the beginning of the meeting. If you would like to speak at that time, please be on the phone call. The Court will allow public comments related to items on the agenda that day at the beginning of the meeting. Public comments will be limited to 3 minutes per person.**

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

**INVOCATION: Cary Erickson, Commissioner, Precinct Two**

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

## **PURCHASING:**

- (a).Consider and approve specifications for Invitation for Bid (IFB 24-054/CG), Term Contract for Gray Limestone (Commonly Referred to as 610 Base) for Jefferson County.

SEE ATTACHMENTS ON PAGES 15 - 74

**Motion by: Alfred**

**Second by: Sinegal**

**In Favor: Branick, Willis, Erickson, Sinegal, Alfred**

**Action: APPROVED**

- (b).Consider and approve specifications for Invitation for Bid (IFB 24-068/CG), Automobile Rental Concessions for Jack Brooks Regional Airport.

SEE ATTACHMENTS ON PAGES 75 - 141

**Motion by: Alfred**

**Second by: Sinegal**

**In Favor: Branick, Willis, Erickson, Sinegal, Alfred**

**Action: APPROVED**

- (c).Consider and approve specifications for Invitation for Bid (IFB 24-073/CG), Emulsion Storage Tank for Jefferson County.

SEE ATTACHMENTS ON PAGES 142 - 201

**Motion by: Alfred**

**Second by: Sinegal**

**In Favor: Branick, Willis, Erickson, Sinegal, Alfred**

**Action: APPROVED**

- (d).Consider, approve and ratify, execute, receive and file Job Order Contract (JOC 24-074/MR) with Preferred Facilities Group, USA for Doggett Ford Park Exhibit Hall Concrete Polishing in the amount of \$81,574.98; in accordance with Choice Partners Contract 24/018MR-19.

SEE ATTACHMENTS ON PAGES 202 - 204

**Motion by: Alfred**

**Second by: Sinegal**

**In Favor: Branick, Willis, Erickson, Sinegal, Alfred**

**Action: APPROVED**



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- (e). Consider and approve, execute, receive and file renewal for (IFB 23-072/MR), Term Contract for Legal Notices for Jefferson County for a first (1) one-year renewal with The Beaumont Enterprise, The Port Arthur News and The Examiner, from January 29, 2025 to January 28, 2026.

SEE ATTACHMENTS ON PAGES 205 - 207

**Motion by: Alfred**

**Second by: Sinegal**

**In Favor: Branick, Willis, Erickson, Sinegal, Alfred**

**Action: APPROVED**

- (f). Execute, receive and file a contract extension for (IFB 19-056/YS), Term Contract for Gray Limestone (Commonly Referred to as 610 Base) for Jefferson County with Gulf Coast, a CRH Company, for an additional 90 days to expire April 12, 2025.

SEE ATTACHMENTS ON PAGES 208 - 208

**Motion by: Alfred**

**Second by: Sinegal**

**In Favor: Branick, Willis, Erickson, Sinegal, Alfred**

**Action: APPROVED**

- (g). Consider and approve, execute, receive and file Amendment No. 1 (one) to contract IFB 22-040/MR, Termite Treatment for Jefferson County. This amendment will add termite treatment for the Jefferson County Precinct 2 Service Center, located at 7759 Viterbo Rd., Beaumont, TX 77705 with initial treatment in the amount of \$2,817.75 and annual treatment in the amount of \$350.00 per year with a \$75.00 (per square foot) call out for additional service not included with annual service & inspection.

SEE ATTACHMENTS ON PAGES 209 - 209

**Motion by: Alfred**

**Second by: Sinegal**

**In Favor: Branick, Willis, Erickson, Sinegal, Alfred**

**Action: APPROVED**

- (h). Consider and approve, execute, receive and file an Agreement (Agreement 25-001/DC) with Spectrum and Jefferson County for new and revised services at 1149 Pearls Street, Beaumont, TX 77701; for a total monthly cost of \$937.95 and a one-time change equipment replacement installation fee of \$1,500.00. This agreement replaces current service agreement and costs.

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SEE ATTACHMENTS ON PAGES 210 - 213

**Motion by: Alfred**

**Second by: Sinegal**

**In Favor: Branick, Willis, Erickson, Sinegal, Alfred**

**Action: APPROVED**

- (i). Consider and possibly approve disposal of surrendered license plates to be transported to a metal salvage company and there sold for such price as it may command and return funds to the County as outlined in Registration and Title Bulletin (RTB) #025-12.

SEE ATTACHMENTS ON PAGES 214 - 216

**Motion by: Alfred**

**Second by: Sinegal**

**In Favor: Branick, Willis, Erickson, Sinegal, Alfred**

**Action: APPROVED**

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

SEE ATTACHMENTS ON PAGES 217 - 218

**Motion by: Alfred**

**Second by: Sinegal**

**In Favor: Branick, Willis, Erickson, Sinegal, Alfred**

**Action: APPROVED**

**COUNTY AUDITOR:**

- (a). Consider and approve budget transfer – Road & Bridge Pct. 1 - cost of new fuel dispensers.

SEE ATTACHMENTS ON PAGES 219 - 221

|                   |                          |             |             |
|-------------------|--------------------------|-------------|-------------|
| 111-0108-431-6014 | BUILDINGS AND STRUCTURES | \$20,000.00 |             |
| 111-0102-431-3080 | COVER STONE              |             | \$20,000.00 |

**Motion by: Erickson**

**Second by: Willis**

**In Favor: Branick, Willis, Erickson, Sinegal, Alfred**

**Action: APPROVED**

- (b).Consider and approve budget transfer – Road & Bridge Pct. 1 - replacement of laptop.

SEE ATTACHMENTS ON PAGES 222 - 226

|                   |                        |            |            |
|-------------------|------------------------|------------|------------|
| 111-0109-431-6002 | COMPUTER EQUIPMENT     | \$1,380.00 |            |
| 111-0102-431-3099 | MISCELLANEOUS SUPPLIES |            | \$1,380.00 |

**Motion by: Erickson**

**Second by: Willis**

**In Favor: Branick, Willis, Erickson, Sinegal, Alfred**

**Action: APPROVED**

- (c).Consider and approve budget amendment – Road & Bridge Pct. 4 - cost of two emulsion storage tanks.

SEE ATTACHMENTS ON PAGES 227 - 227

|                   |                           |              |              |
|-------------------|---------------------------|--------------|--------------|
| 114-0408-431-6024 | FUEL STORAGE TANKS        | \$200,000.00 |              |
| 120-9999-415-9999 | CONTINGENCY APPROPRIATION |              | \$200,000.00 |

**Motion by: Erickson**

**Second by: Willis**

**In Favor: Branick, Willis, Erickson, Sinegal, Alfred**

**Action: APPROVED**

- (d).Consider and approve reclassing one Deputy position to a Lieutenant position with the Sheriff's office in connection with the required additional duties at the airport. Annual salary will be \$93,980.02 for an annual increase including fringe benefits of \$31,942.14. Consider and approve budget transfer - Sheriff - for this reclass for the remainder of fiscal year 2025.

SEE ATTACHMENTS ON PAGES 228 - 229

|                   |            |             |             |
|-------------------|------------|-------------|-------------|
| 120-3059-421-1046 | LIEUTENANT | \$70,000.00 |             |
| 120-3059-421-1043 | DEPUTIES   |             | \$70,000.00 |

**Motion by: Erickson**

**Second by: Willis**

**In Favor: Branick, Willis, Erickson, Sinegal, Alfred**

**Action: APPROVED**

- (e).Consider and approve budget amendment – Constable Pct 7 - additional cost for vehicle.

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SEE ATTACHMENTS ON PAGES 230 - 231

|                   |                           |            |            |
|-------------------|---------------------------|------------|------------|
| 120-3071-425-6007 | AUTOMOBILES               | \$4,268.00 |            |
| 120-9999-415-9999 | CONTINGENCY APPROPRIATION |            | \$4,268.00 |

**Motion by: Erickson**

**Second by: Willis**

**In Favor: Branick, Willis, Erickson, Sinegal, Alfred**

**Action: APPROVED**

- (f).Consider and approve renewal of Title IV-E Child Welfare and Legal Services Contracts with the Texas Department of Family and Protective Services. Renewal dates are 10/01/2024 to 09/30/2025.

SEE ATTACHMENTS ON PAGES 232 - 260

**Motion by: Erickson**

**Second by: Willis**

**In Favor: Branick, Willis, Erickson, Sinegal, Alfred**

**Action: APPROVED**

- (g).Receive and file revised public defender contract agreement for the Criminal District Court with Raegan Minaldi, effective December 01, 2024.

SEE ATTACHMENTS ON PAGES 261 - 265

**Motion by: Erickson**

**Second by: Willis**

**In Favor: Branick, Willis, Erickson, Sinegal, Alfred**

**Action: APPROVED**

- (h).Receive and file order of appointment for Fran Lee, County Auditor for the term January 1, 2025 to December 31, 2026.

SEE ATTACHMENTS ON PAGES 266 - 271

**Motion by: Erickson**

**Second by: Willis**

**In Favor: Branick, Willis, Erickson, Sinegal, Alfred**

**Action: APPROVED**

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- (i).Receive and file revised subrecipient agreement for American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds with Spindletop for funding of \$660,483.43 for capital purchases and start-up cost for the Diversion Center.

SEE ATTACHMENTS ON PAGES 272 - 281

**Motion by: Erickson**

**Second by: Willis**

**In Favor: Branick, Willis, Erickson, Sinegal, Alfred**

**Action: APPROVED**

- (j).Consider and approve electronic disbursement for \$1,249.64 to Texas Department of Criminal Justice for January insurance reimbursement.

NO ATTACHMENTS

**Motion by: Erickson**

**Second by: Willis**

**In Favor: Branick, Willis, Erickson, Sinegal, Alfred**

**Action: APPROVED**

- (k).Consider and approve electronic disbursement for \$66,975.00 to The Bank of New York Mellon for interest payment for the Refunding Bond Series 2012.

NO ATTACHMENTS

**Motion by: Erickson**

**Second by: Willis**

**In Favor: Branick, Willis, Erickson, Sinegal, Alfred**

**Action: APPROVED**

- (l).Consider and approve electronic disbursement for \$217,075.00 to Bank of Oklahoma Financial for interest payment and service fees for the Certificates of Obligation Bond Series 2019.

NO ATTACHMENTS

**Motion by: Erickson**

**Second by: Willis**

**In Favor: Branick, Willis, Erickson, Sinegal, Alfred**

**Action: APPROVED**

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- (m).Regular County bills - check #524114 through check #524335 (12/24/24), check #524336 through check #524455 (12/31/2024), and check #524456 through check #524578 (1/7/2025).

SEE ATTACHMENTS ON PAGES 282 - 301

**Motion by: Erickson**

**Second by: Willis**

**In Favor: Branick, Willis, Erickson, Sinegal, Alfred**

**Action: APPROVED**

## **COUNTY COMMISSIONERS:**

- (a).Receive and file amended letter of resignation from Eddie Arnold, Commissioner, Precinct 1.

SEE ATTACHMENTS ON PAGES 302 - 302

**Motion by: Alfred**

**Second by: Erickson**

**In Favor: Branick, Willis, Erickson, Sinegal, Alfred**

**Action: APPROVED**

- (b).Receive and file, Vacancy on Commissioners' Court and appointment letter, Oath of Office, and Statement of Officer, for Brandon Willis, Commissioner, Precinct 1.

SEE ATTACHMENTS ON PAGES 303 - 305

**Motion by: Alfred**

**Second by: Erickson**

**In Favor: Branick, Willis, Erickson, Sinegal, Alfred**

**Action: APPROVED**

- (c).Receive and file Oath of Office and Statement of Brandon Willis as Jefferson County Commissioner for Precinct 1.

SEE ATTACHMENTS ON PAGES 306 - 307

**Motion by: Alfred**

**Second by: Erickson**

**In Favor: Branick, Willis, Erickson, Sinegal, Alfred**

**Action: APPROVED**

- (d). Receive and file Oath of Office and Statement of Kate Carroll as the elected Jefferson County Tax Assessor

SEE ATTACHMENTS ON PAGES 308 - 309

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**Motion by: Alfred**  
**Second by: Erickson**  
**In Favor: Branick, Willis, Erickson, Sinegal, Alfred**  
**Action: APPROVED**

- (e).Receive and file Oath of Office and Statement of Michael S. Sinegal as Jefferson County Commissioner for Precinct No. 3.

SEE ATTACHMENTS ON PAGES 310 - 314

**Motion by: Alfred**  
**Second by: Erickson**  
**In Favor: Branick, Willis, Erickson, Sinegal, Alfred**  
**Action: APPROVED**

## **HISTORICAL COMMISSION:**

- (a).Consider and possibly approve the reappointment and new appointments of the Board of the Jefferson County Historical Commission per the prerogative the the individual Commissioners for two year terms:

Precinct One: Jay Camp, Theresa Goodness, Kate Hambright, Bruce Hamilton, Brenda Jackson, Katherine Leister, Don Smart, Tish Stewart and Jennifer Trenbeath

Precinct Two: Mike McGreevy, Paul Prosperie, Matt Reeves and appoint William Gray as a new appointee.

Precinct Four: Sr. Steven P. Lewis and appoint Jessie Davis as a new appointee.

SEE ATTACHMENTS ON PAGES 315 - 315

**Motion by: Erickson**  
**Second by: Willis**  
**In Favor: Branick, Willis, Erickson, Sinegal, Alfred**  
**Action: APPROVED**

## **SHERIFF'S DEPARTMENT:**

- (a).Receive and file executed Letter of Agreement between Jefferson County, Texas and Deputy Tamara V. Spikes for the purchase of the police dog, "Hunk". In accordance with Suitability and eligibility of an Animal GC 614.212

SEE ATTACHMENTS ON PAGES 316 - 317

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**Motion by: Sinegal**  
**Second by: Alfred**  
**In Favor: Branick, Willis, Erickson, Sinegal, Alfred**  
**Action: APPROVED**

- (b). Please consider and approve the donation of a Dutch Shepherd K9 from Bayou Working Dogs to the Jefferson County Sheriff's Office. The cost of the K9 is fully covered by Bayou Working Dogs. This donation is made in accordance with Section 81.032 of the Texas Local Government Code.

SEE ATTACHMENTS ON PAGES 318 - 319

**Motion by: Sinegal**  
**Second by: Alfred**  
**In Favor: Branick, Willis, Erickson, Sinegal, Alfred**  
**Action: APPROVED**

- (c). Consider and possibly approve a Resolution recognizing Keesha L. Guillory for her 31 years and 4 months of service to the Jefferson County Sheriff's Office and wishing her well in retirement.

SEE ATTACHMENTS ON PAGES 320 - 321

**Motion by: Sinegal**  
**Second by: Alfred**  
**In Favor: Branick, Willis, Erickson, Sinegal, Alfred**  
**Action: APPROVED**

- (d). Consider and possibly approve a resolution to authorize the County Judge to execute a grant application with the Office of the Governor for the 2025-2026 LEPTA Sustaining Special Response Team Project Funding. No matching funds are required.

SEE ATTACHMENTS ON PAGES 322 - 322

**Motion by: Sinegal**  
**Second by: Alfred**  
**In Favor: Branick, Willis, Erickson, Sinegal, Alfred**  
**Action: APPROVED**

- (e). Consider and possibly approve a resolution to authorize the County Judge to execute a grant application with the Office of the Governor for the 2025-2026 State Homeland Security Program Grant- SHSP-R. No matching funds are required.

SEE ATTACHMENTS ON PAGES 323 - 323



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**Motion by: Sinegal**

**Second by: Alfred**

**In Favor: Branick, Willis, Erickson, Sinegal, Alfred**

**Action: APPROVED**

**OTHER BUSINESS:**

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

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

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

*Notice of Meeting and Agenda*  
*January 07, 2025*

**Special, January 07, 2025**

There being no further business to come before the Court at this time, same is now here adjourned on this date, January 07, 2025.



# 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

January 7, 2025

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid (IFB 24-054/CG), Term Contract for Gray Limestone (Commonly Referred to as 610 Base) 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 one ( 1 ) copy 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 Gray Limestone (Commonly Referred to as 610 Base) for Jefferson County.

**BID NUMBER:** (IFB 24-054/CG)

**DUE BY TIME/DATE:** 11:00 AM CT, Wednesday, February 12, 2025

**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 Cindy Greene, Contract Specialist at 409-835-8593 or via email at: [Cynthia.greene@jeffcotx.us](mailto:Cynthia.greene@jeffcotx.us). If no response in 72 hours, contact Deborah Clark, Purchasing Agent, at 409-835-8593 or via email at [deb.clark@jeffcotx.us](mailto:deb.clark@jeffcotx.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:

The Examiner:

January 9, 2025 & January 16, 2025

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### **BID SUBMISSIONS:**

One (1) Original and one ( 1 ) Bid Copy; with all copies to include a Completed Copy of this specifications packet (including manufacturer specifications), 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 and/or complete 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 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 office 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 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 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 AN/OR CONTRACT DOCUMENTS.**

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

## **16. CURRENCY.**

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

## **17. PRICING.**

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

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

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

## **19. CERTIFICATION.**

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

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The Bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.

- The Bidder hereby certifies that the individual signing the bid is an authorized agent for the Bidder and has the authority to bind the Bidder to the contract.

## 20. DEFINITIONS.

“County” – Jefferson County, Texas.

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

## 21. SMALL, MINORITY & WOMEN BUSINESS ENTERPRISE PARTICIPATION

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

Minority owned business may be eligible for contract procurement assistance with public and private sector entities from MBDA Centers

### **Dallas Fort Worth MBDA Business Center**

8828 N. Stemmons Freeway, Ste. 550 B

Dallas, TX 75247

214-920-2436

Website: <https://www.mbdadfw.com>

Email: [admin1@mbdadallas.com](mailto:admin1@mbdadallas.com)

### **El Paso MBDA Business Center**

2401 East Missouri Avenue

El Paso, TX 79903

915-351-6232

Website: <https://www.mbda.gov/business-center/el-paso-mbda-business-center>

Email: [treed@ephcc.org](mailto:treed@ephcc.org)

### **Houston MBDA Business Center**

3100 Main Street, Ste. 701

Houston, TX 77002

713-718-8974

Website: <https://www.mbda.gov/business-center/houston-mbda-business-center>

Email: [mbda@hccs.edu](mailto:mbda@hccs.edu)

### **San Antonio MBDA Business Center**

501 W. Cesar E. Chavez Blvd., Ste. 3.324 B

San Antonio, TX 78207

210-458-2480

Website: <https://www.mbda.gov/business-center/san-antonio-mbda-business-center>

Email: [Jacqueline.jackson@utsa.edu](mailto:Jacqueline.jackson@utsa.edu)

Small and woman-owned business may be eligible for assistance from U.S. Small Business Administration (SBA):

Website: <https://www.sba.gov/local-assistance>

**Dallas/Fort Worth District Office**

150 West Parkway, Ste. 130

Euless, TX 76040

817-684-5500

Website: <https://www.sba.gov/district/dallas-fort-worth>

Email: [dfwdo.email@sba.gov](mailto:dfwdo.email@sba.gov)

**El Paso District Office**

211 N. Florence St, Ste. 201

El Paso, TX 79901

915-834-4600

Website: <https://www.sba.gov/district/el-paso>

Email: [Suzanne.aguirre@sba.gov](mailto:Suzanne.aguirre@sba.gov)

**Houston District Office**

8701 S. Gessner Dr, Ste. 1200

Houston, TX 77074

713-773-6500

Website: <https://www.sba.gov/district/houston>

Email: [houston@sba.gov](mailto:houston@sba.gov)

**Lower Rio Grande Valley District Office**

2422 E. Tyler Ave, Suite E

Harlingen, TX 78550

956-427-8533

Website: <https://www.sba.gov/district/lower-rio-grande-valley>

Email: [lrgvdo.email@sba.gov](mailto:lrgvdo.email@sba.gov)

**San Antonio District Office**

615 E. Houston St, Ste 298

San Antonio, TX 78205

210-403-5900

Website: <https://www.sba.gov/district/san-antonio>

Email: [sado.email@sba.gov](mailto:sado.email@sba.gov)

**West Texas District Office**

1205 Texas Ave, Room 408

Lubbock, TX 79401

806-472-7462

Website: <https://www.sba.gov/district/west-texas>

Email: [lubdo@sba.gov](mailto:lubdo@sba.gov)

HUB certification information can be found at:

**Statewide Procurement Division HUB Program**

P.O. Box 13528

Austin, TX 78711

512-463-5872 or 888-863-5881

Website: <https://comptroller.texas.gov/purchasing/vendor/hub>

Email: [statewidehubprogram@cpa.texas.gov](mailto:statewidehubprogram@cpa.texas.gov)

**PROPOSER: INSERT HUB, SBE, MBE or WBE Certification behind this page.**



**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**

2 CFR 200.327 Contract provisions. The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable. **\*Language as of August 31, 2022.**

| THRESHOLD  | PROVISION   | CITATION                                      |
|--|---|---|
| >\$250,000<br>(Simplified Acquisition Threshold) | Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by <a href="#">41 U.S.C. 1908</a> , must address administrative, contractual, or legal remedies in instances where Contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.   | 2 CFR 200 APPENDIX II (A)                     |
| >\$10,000  | 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.  | 2 CFR 200 APPENDIX II (B)                     |
| None   | <p>Equal Employment Opportunity. Except as otherwise provided under <a href="#">41 CFR Part 60</a>, all contracts that meet the definition of “federally assisted construction contract” in <a href="#">41 CFR Part 60-1.3</a> must include the equal opportunity clause provided under <a href="#">41 CFR 60-1.4(b)</a>, in accordance with Executive Order 11246, “Equal Employment Opportunity” (<a href="#">30 FR 12319</a>, <a href="#">12935</a>, <a href="#">3 CFR Part, 1964-1965</a> Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at <a href="#">41 CFR part 60</a>, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the Contractor agrees as follows:</p> <p>(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:</p> | 2 CFR 200 APPENDIX II I and 41 CFR §60-1.4(b) |

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|  | <p>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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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</p> |  |
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|          | <p>Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(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:</p> <p>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.</p> <p>The [recipient] 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 [recipient] 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.</p> <p>The [recipient] 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.</p> <p>The [recipient] 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 [recipient] 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 [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.</p> |                                      |
| >\$2,000 | <p>Davis-Bacon Act, as amended (<a href="#">40 U.S.C. 3141-3148</a>). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (<a href="#">40 U.S.C. 3141-3144</a>, and <a href="#">3146-3148</a>) as supplemented by Department of Labor regulations (<a href="#">29 CFR Part 5</a>, "Labor Standards Provisions</p>  | <p>2 CFR 200<br/>APPENDIX II (D)</p> |

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|            | Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ( <a href="#">40 U.S.C. 3145</a> ), as supplemented by Department of Labor regulations ( <a href="#">29 CFR Part 3</a> , “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each Contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. |                              |
| >\$100,000 | Contract Work Hours and Safety Standards Act ( <a href="#">40 U.S.C. 3701-3708</a> ). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with <a href="#">40 U.S.C. 3702</a> and <a href="#">3704</a> , as supplemented by Department of Labor regulations ( <a href="#">29 CFR Part 5</a> ). Under <a href="#">40 U.S.C. 3702</a> of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of <a href="#">40 U.S.C. 3704</a> are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.  | 2 CFR 200<br>APPENDIX II (E) |
| None       | Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under <a href="#">37 CFR § 401.2 (a)</a> and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of <a href="#">37 CFR Part 401</a> , “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.   | 2 CFR 200<br>APPENDIX II (F) |
| >\$150,000 | Clean Air Act ( <a href="#">42 U.S.C. 7401-7671g</a> .) and the Federal Water Pollution Control Act ( <a href="#">33 U.S.C. 1251-1387</a> ), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ( <a href="#">42 U.S.C. 7401-7671g</a> ) and the Federal Water Pollution Control Act as amended ( <a href="#">33 U.S.C. 1251-1387</a> ). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).   | 2 CFR 200<br>APPENDIX II (G) |

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| >\$25,000  | Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see <a href="#">2 CFR 180.220</a> ) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at <a href="#">2 CFR 180</a> that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.  | 2 CFR 200<br>APPENDIX II (H)                           |
| >\$100,000 | Byrd Anti-Lobbying Amendment ( <a href="#">31 U.S.C. 1352</a> ) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by <a href="#">31 U.S.C. 1352</a> . Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.   | 2 CFR 200<br>APPENDIX II (I)<br>and<br>24 CFR §570.303 |
|            | See 2 CFR §200.323.  | 2 CFR 200<br>APPENDIX II (J)                           |
|            | See 2 CFR §200.216.  | 2 CFR 200<br>APPENDIX II (K)                           |
|            | See 2 CFR §200.322.  | 2 CFR 200<br>APPENDIX II (L)                           |
| >\$10,000  | A non-Federal entity that is a state agency or agency of a political subdivision of a state and its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at <a href="#">40 CFR part 247</a> that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.   | 2 CFR 200.323  |
| >\$100,000 | <i>§135.38 Section 3 clause</i><br><i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i><br><br>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.<br><br>B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations. |  |

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|      | <p>C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p> <p>D. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any Subcontractor where the Contractor has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 CFR part 135.</p> <p>E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.</p> <p>F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.</p> <p>G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).</p> |               |
| None | <p>Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their Contractors and Subcontractors, may not obligate or expend any FEMA award funds to:</p> <p>Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:</p> <ul style="list-style-type: none"> <li>(1) Procure or obtain;</li> <li>(2) Extend or renew a contract to procure or obtain; or</li> <li>(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered</li> </ul>  | 2 CFR 200.216 |

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|      | <p>telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in <a href="#">Public Law 115-232</a>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).</p> <p>(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).</p> <p>(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.</p> <p>(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.</p> <p>(b) In implementing the prohibition under <a href="#">Public Law 115-232</a>, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.</p> <p>(c) See <a href="#">Public Law 115-232</a>, section 889 for additional information.</p> <p>(d) See also <a href="#">§ 200.471</a>.</p> |                           |
| None | <p>As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for 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). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:</p> <p>(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.</p> <p>(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p>  | 2 CFR 200.322(a)(b)(1)(2) |
| None | <p>The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.</p>   | 2 CFR 200.112             |

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| None | <p>The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.</p>   | 2 CFR 200.336 |
| None | <p>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <p>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> <p>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p> <p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</p> <p>(6) Requiring the prime Contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.</p> | 2 CFR 200.321 |
| None | <p>Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:</p> <p>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.</p> <p>(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</p>   | 2 CFR 200.334 |



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|            | <p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.</p> <p>(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p> <p>(2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p> |                                |
| None       | <p>CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 2270.0052, 2270.0102, or 2270.0152. In accordance with Texas Government Code, Chapter 2252, Subchapter F, <b>Respondent</b> hereby represents and warrants that it is not a company identified on the lists prepared and maintained under Texas Government Code §§ 2270.0052 (companies with business operations in Sudan), 2270.0102 (companies with business operations in Iran), or 2270.0152 (companies known to have contracts with or provide supplies or services to a foreign terrorist organization). Notwithstanding the foregoing, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or to a foreign terrorist organization, is not subject to contract prohibition under this clause. A company claiming such exemption must submit the official copy of the declaration.</p>  | Texas Government Code 2252.152 |
| >\$100,000 | <p>PROVISION REQUIRED IN CONTRACT. (a) This section applies only to certain solicitations and contracts. Section 2271.002 of the Texas Government Code states the following:</p> <p>(a) This section applies only to a contract that:</p> <p>(1) is between a governmental entity and a company with 10 or more full-time employees; and</p> <p>(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</p> <p>(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:</p>   | Texas Government Code 2271.002 |

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|  | <p>(1) does not boycott Israel; and</p> <p>(2) will not boycott Israel during the term of the contract. Section 2271.001(2) of the Government Code defines "company" to be the meaning assigned by Section 808.001 of the Texas Government Code, except that the term does not include a sole proprietorship.</p> |  |
| Option Contract<br>Language for contracts<br>awarded prior to Grant<br>Award | The contract award is contingent upon the receipt of federal funds. If no such funds are awarded, the contract shall terminate.   | Optional   |
|  | Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.  | 42 U.S.C. 6201   |
|  | The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.               | Section 504 of the Rehabilitation Act of 1973, as amended. |

## 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

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

**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)

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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**

**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 one ( 1 ) Bid Copy; with all copies to include a Completed Copy of this Specifications Packet (including manufacturer specifications), **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 and/or complete 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, February 12, 2025.**

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 2025:**

January 20 (Monday) - Martin Luther King, Jr. Day  
 April 18 (Friday) - Good Friday  
 May 26 (Monday) - Memorial Day  
 June 20 (Friday) - Juneteenth  
 July 4 (Friday) - Independence Day  
 September 1 (Monday) - Labor Day  
 November 11 (Tuesday) - Veteran's Day  
 November 27 & 28 (Thursday & Friday) - Thanksgiving  
 December 25 & 26 (Thursday & Friday) Christmas  
 January 1, 2026 (Thursday) - New Year's

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

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of 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 Bid, a Pre-Bid Conference will not be held for this project.

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

Questions may be emailed to **Cindy Greene, Contract Specialist** at: [Cynthia.greene@jeffcotx.us](mailto:Cynthia.greene@jeffcotx.us)

The Deadline for asking questions or requesting additional information (in writing) is **5:00 pm, CT, Friday, January 24, 2025.**

### **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.**



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

## 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 32**.

### 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 COMPLETED FORM 1295**

**VENDOR: FORM 1295 MUST BE COMPLETED/SUBMITTED ON TEXAS ETHICS COMMISSION WEBSITE. HARD COPY OF FORM 1295 IS TO BE PRINTED, COMPLETED, SIGNED, AND SUBMITTED WITH BID/PROPOSAL/AGREEMENT/CONTRACT. JEFFERSON COUNTY WILL CONFIRM RECEIPT OF COMPLETED HARD COPY WITH THE TEXAS ETHICS COMMISSION.**

## **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="transform: rotate(-45deg); opacity: 0.5; font-size: 2em; 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> |              |
| 1 Name of business entity filing form, and the city, state and country of the business entity's place of business.<br><br><b>VENDOR: ENTER YOUR BUSINESS NAME, CITY, STATE, AND COUNTRY 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><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><br><b>VENDOR: ENTER BID/PROPOSAL/CONTRACT/AGREEMENT REF# AND TITLE HERE</b>  |  |   |              |
| 4 Name of Interested Party   |  | City, State, Country (place of business)  |              |
|  |  | Nature of Interest (check applicable)   |              |
|  |  | Controlling   | Intermediary |
| <b>VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIES.</b>  |  | X   |              |
| <b>VENDOR: WORKERS (OR NON-OWNERS) IN YOUR COMPANY ARE INTERMEDIARY PARTIES.</b>   |  |   | X            |
|  |  |   |              |
|  |  |   |              |
|  |  |   |              |
|  |  |   |              |
| 5 Check only if there is NO Interested Party.  |  | <b>CHECK BELOW IF APPLICABLE</b><br><input type="checkbox"/>  |              |
| 6 UNSWORN DECLARATION <b>VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION.</b><br>My name is _____, and my date of birth is _____.<br>My address is _____ (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: center;">           _____<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

**NOTE: JEFFERSON COUNTY WILL KEEP A COPY OF THIS FORM ON FILE FOR EACH BID/PROPOSAL/CONTRACT/AGREEMENT AND EACH VENDOR RESPONDING TO BIDS/PROPOSALS.**

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

### 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.



**BIDDER INFORMATION FORM**

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

**Bid Number & Name:** (IFB 24-054/CG), Term Contract for Gray Limestone (Commonly Referred to as 610 Base) for Jefferson County

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Address

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

**REQUIRED FORM**

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

## SECTION 4: MINIMUM SPECIFICATIONS

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The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Cindy Greene, Contract Specialist, at 409-835-8593 or via email at: [Cynthia.greene@jeffcotx.us](mailto:Cynthia.greene@jeffcotx.us). If no response in 72 hours, contact Deborah Clark, Purchasing Agent, at 409-835-8593 or via email at [deb.clark@jeffcotx.us](mailto:deb.clark@jeffcotx.us). Please reference Bid Number: IFB 24-054/CG.

### **SCOPE OF PROJECT:**

Jefferson County is soliciting bids for Gray Limestone Base (Commonly referred to as 610 Base) for Jefferson County subject to the terms and conditions stated herein for a period of one (1) year with an option to renew for four (4) additional one-year terms beginning on the Date of Award.

### **Rail Rates**

The County shall require written verification on any increase in rail rates. Orders will be placed on an as-needed basis for the duration of the contract. Purchase orders will be released to the successful bidder(s) as required. **Minimum Orders Are Not Acceptable.**

### **Delivery**

Truck delivery shall be quoted F.O.B., Jefferson County delivery zones as indicated on bid blank. Bidder bears freight charges. Hopper pickup material purchases shall be quoted F.O.B. trucks, shipping point.

### **Vehicles**

Any vehicle used to deliver material shall comply with the State law concerning the gross weight for such vehicle load, unless authorized by permit to exceed the legal weight.

### **Certified Scales**

The County shall reserve the right to reject the bid of any bidder who does not have "certified scales," which shall be certified by the Weights and Measurers of the Department of Agriculture of the State of Texas, or certified by a company duly registered with the said Department of Agriculture. Each load of material sold on a unit weight basis shall be weighed on certified scales.

### **Alternate Bids**

Alternate bids are not solicited. Add nothing to this bid; unsolicited attachments may be discarded and have no bearing on this bid.

### **Testing Samples**

If a problem develops with Road Building Material during the year samples shall be taken by a third party laboratory representative in the presence of representatives from both the County and the successful bidder. If the results of such test reveal the samples submitted do not meet the specifications, the cost of the test shall be at the expense of the successful bidder. The successful bidder shall make satisfactory adjustment for all products delivered which do not comply with Jefferson County's specifications. If the results of the test reveal the samples submitted meet Jefferson County's specification, the County will bear the cost of the test.

### **Manufacturer's Safety Data Sheets**

Manufacturer's Safety Data Sheets (MSDS) must be provided on all applicable deliveries.

### **Purchase as Needed**

Jefferson County plans to use Gray Limestone (610 Base) on future projects. Quantities to be purchased will be on an "as needed" basis and may be affected by weather conditions or available funds.

## Product Specifications

Gray Limestone – 610 Base shall conform to the following:

### ROCK 1: SPECIFICATION GRADATION FOR #610 LIMESTONE

| GRADATION  | SIEVE SIZE | %   | PASSING |
|------------|------------|-----|---------|
| 1-1/2 Inch | 37.5 MM    | 100 | 100     |
| 1 Inch     | 25.0 MM    | 85  | 100     |
| 1/2 Inch   | 12.5 MM    | 40  | 75      |
| #4         | 4.75 MM    | 15  | 40      |

**MOISTURE = DENSITY DATA (ASTM D 698-C)**

Maximum Density 134.8

Optimum Moisture 7.7

**LOS ANGELES ABRASION (ASTM C 131, AASHTO T-96)**

Grading A

% Loss 29.00

**FLAT & ELONGATED (ASTM D 4791) 0.0**

**UNIT WEIGHT – LBS PER CUBIC FOOT (ASTM C 29, AASHTO T-19)**

Dry Loose 100.00

Dry Rodded 111.00

**SODIUM SULFATE SOUNDNESS (ASTM C 88, AASHTO T-104)**

% Loss 9.0

**PLASTICITY INDEX (ASTM D 4318) 0.0**

Liquid Limit 16.3

### Plastic Limit 0.0Measuring

Material shall be measured by normal stockpile weight, that is, by the ton of 2000 pounds dry weight as indicated on the bid blank.

### Hopper Location

Hoppers shall list city and address of hopper location as well as hours of operation.

### Failure to Supply

If after bid award is made, vendor is unable to supply Jefferson County with materials ordered, vendor shall fax the form letter provided by the County within two (2) hours of request stating why the material cannot be delivered. Jefferson County will then be able to go out on the open market for the materials that are needed until the vendor faxes another letter informing the County the materials are available again.

**OFFER AND ACCEPTANCE FORM  
OFFER TO CONTRACT**

To Jefferson County:

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

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

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

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

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

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

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

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

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

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

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

\_\_\_\_\_  
Title

**REQUIRED FORM**

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

**ACCEPTANCE OF OFFER**

---

The Offer is hereby accepted for the following items: Term Contract for Gray Limestone (Commonly Referred to as 610 Base) 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 24-054/CG), Term Contract for Gray Limestone (Commonly Referred to as 610 Base) for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

**COUNTERSIGNED:**

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**Jeff R. Branick, County Judge**  
**JEFFERSON COUNTY, TEXAS**

---

**Date**

**ATTEST:**

---

**Roxanne Acosta Hellberg, County Clerk**  
**JEFFERSON COUNTY, TEXAS**

---

**Date**

**BIDDER: INSERT ALL ADDENDA BEHIND THIS PAGE.  
PLEASE BE SURE TO COMPLETE, SIGN, ATTEST, AND DATE EACH ADDENDUM.**

# **BID FORM**

**Minimum Orders will not be accepted.**

**Prices F.O.B. delivered with freight prepaid and allowed by type of equipment indicated.**

**Bidders: Please be sure to include full address(es) and hours of operation for Hopper Pick-Up locations.**

|                                   |  | Price per Ton,<br>Tandem Dump | Price per Ton, Trailer |
|-----------------------------------|--|-------------------------------|------------------------|
| <b>A.</b>                         | <b>Gray Limestone Base – delivered from vendor's hopper to job site.</b> |                               |                        |
|                                   | 1. 1-10 miles  | \$                            | \$                     |
|                                   | 2. 11-20 miles   | \$                            | \$                     |
|                                   | 3. 21-30 miles   | \$                            | \$                     |
|                                   | 4. 31+ miles   | \$                            | \$                     |
| <b>B.</b>                         | <b>Hopper Pick-up</b>  |                               |                        |
|                                   | <b>Location</b>  | <b>Address</b>                | <b>Price per Ton</b>   |
|                                   | 1. Beaumont  |                               | \$                     |
|                                   | 2. Port Neches   |                               | \$                     |
|                                   | 3. Port Arthur   |                               | \$                     |
|                                   | 4. Other   |                               | \$                     |
|                                   | 5. Other   |                               | \$                     |
| <b>Hours of Hopper Operation:</b> |  |                               |                        |
| <b>Loose weight in LBS/C.Y.:</b>  |  |                               |                        |

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

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

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

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

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

**REQUIRED FORM**

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

**VENDOR REFERENCES FORM**

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

**REQUIRED FORM**

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

**REFERENCE ONE**

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

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

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

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

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

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

**REFERENCE TWO**

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

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

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

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

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

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

**REFERENCE THREE**

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

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

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

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

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

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



## SIGNATURE PAGE

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

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

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

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

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

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

\_\_\_\_\_  
Signature

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

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

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

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

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

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

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

**REQUIRED FORM**

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

## CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

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

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

#### **REQUIRED FORM**

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

# CONFLICT OF INTEREST QUESTIONNAIRE

| <b>CONFLICT OF INTEREST QUESTIONNAIRE</b><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; height: 100px; margin-top: 5px;"></div> |                 |
| <div style="border: 1px solid black; padding: 2px;"> <b>1</b>    <b>Name of vendor who has a business relationship with local governmental entity.</b> </div>   |   |                 |
| <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/><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.)         </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;">           _____<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> <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> |   |                 |
| <div style="border: 1px solid black; padding: 2px;"> <b>4</b> </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;">           _____<br/>           Signature of vendor doing business with the governmental entity         </div> <div style="width: 45%;">           _____<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; text-align: center; font-weight: bold;">OFFICE USE ONLY</div> <div style="border: 1px solid black; padding: 5px; min-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="margin-bottom: 5px;"> Date Gift Accepted _____ Description of Gift _____ </div> <div style="margin-bottom: 5px;"> Date Gift Accepted _____ Description of Gift _____ </div> <div style="margin-bottom: 5px;"> Date Gift Accepted _____ Description of Gift _____ </div> <p style="text-align: center; font-size: small;">(attach additional forms as necessary)</p>  |   |
| <b>6</b>   | <div> <b>AFFIDAVIT</b> <div style="margin-top: 10px;"> 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. </div> <div style="text-align: right; margin-top: 20px;"> _____<br/> Signature of Local Government Officer </div> </div> <div style="margin-top: 10px;"> AFFIX NOTARY STAMP / SEAL ABOVE </div> <div style="margin-top: 10px;"> Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office. </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div>_____<br/>Signature of officer administering oath</div> <div>_____<br/>Printed name of officer administering oath</div> <div>_____<br/>Title of officer administering oath</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 . . . ?

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**REQUIRED FORM**

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

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

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

☐ Yes ☐ No

**Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract.**

Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Printed Name of Contractor Representative

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of HUB

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

\_\_\_\_\_  
Date

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

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

### REQUIRED FORM

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



## HUB Subcontractor Disclosure



☐ 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:

☐ Yes      ☐ No

## Description of Subcontract Work to be Performed:

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



## RESIDENCE CERTIFICATION/TAX FORM

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

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

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

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

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

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

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

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

### REQUIRED FORM

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

## HOUSE BILL 89 VERIFICATION

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

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

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

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

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

\_\_\_\_\_  
Date

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

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

Notary Seal

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

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

**REQUIRED FORM**

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

**SENATE BILL 252 CERTIFICATION**

---

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

---

**Company Name**

---

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

---

**Purchasing Representative**

---

**Date**

|   |
|---|
| <b>THIS FORM IS FOR<br/>OFFICE USE ONLY</b> |
|---|

**BID AFFIDAVIT**

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

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

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

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

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

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

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

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

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

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

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

SUBSCRIBED AND SWORN to before me by the above-named

\_\_\_\_\_ on

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

**REQUIRED FORM**

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

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



**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**

January 7, 2025

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 24-068/CG), Automobile Rental Concessions at the Jack Brooks Regional Airport**. 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:** Automobile Rental Concessions at the Jack Brooks Regional Airport  
**BID NUMBER:** IFB 24-068/CG  
**DUE BY TIME/DATE:** 11:00 AM CT, Wednesday, February 19, 2025  
**MAIL OR DELIVER TO:** Jefferson County Purchasing Department  
 1149 Pearl Street, 1<sup>st</sup> Floor  
 Beaumont, Texas 77701

There will be a **Non-Mandatory Pre-Bid Conference and Walk-Through at 2:00 PM, CT on Tuesday, February 28, 2025** at the Jack Brooks Regional Airport – Ware Terminal Conference Room, located at 5000 Jerry Ware Drive, Beaumont, Texas 77705.

Any questions relating to these bid requirements should be directed to Cindy Greene, Contract Specialist at 409-835-8593 or via email at: [cynthia.greene@jeffcotx.us](mailto:cynthia.greene@jeffcotx.us). If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: [deb.clark@jeffcotx.us](mailto:deb.clark@jeffcotx.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:**  
**The Examiner:**  
 January 9, 2025 & January 16, 2025

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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 and/or complete 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 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 office 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 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 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 AN/OR CONTRACT DOCUMENTS.**

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

## **16. CURRENCY.**

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

## **17. PRICING.**

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

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

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

## **19. CERTIFICATION.**

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

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The Bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.

- The Bidder hereby certifies that the individual signing the bid is an authorized agent for the Bidder and has the authority to bind the Bidder to the contract.

## 20. DEFINITIONS.

“County” – Jefferson County, Texas.

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

## 21. SMALL, MINORITY & WOMEN BUSINESS ENTERPRISE PARTICIPATION

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

Minority owned business may be eligible for contract procurement assistance with public and private sector entities from MBDA Centers

### **Dallas Fort Worth MBDA Business Center**

8828 N. Stemmons Freeway, Ste. 550 B

Dallas, TX 75247

214-920-2436

Website: <https://www.mbdadfw.com>

Email: [admin1@mbdadallas.com](mailto:admin1@mbdadallas.com)

### **El Paso MBDA Business Center**

2401 East Missouri Avenue

El Paso, TX 79903

915-351-6232

Website: <https://www.mbda.gov/business-center/el-paso-mbda-business-center>

Email: [treed@ephcc.org](mailto:treed@ephcc.org)

### **Houston MBDA Business Center**

3100 Main Street, Ste. 701

Houston, TX 77002

713-718-8974

Website: <https://www.mbda.gov/business-center/houston-mbda-business-center>

Email: [mbda@hccs.edu](mailto:mbda@hccs.edu)

### **San Antonio MBDA Business Center**

501 W. Cesar E. Chavez Blvd., Ste. 3.324 B

San Antonio, TX 78207

210-458-2480

Website: <https://www.mbda.gov/business-center/san-antonio-mbda-business-center>

Email: [Jacqueline.jackson@utsa.edu](mailto:Jacqueline.jackson@utsa.edu)

Small and woman-owned business may be eligible for assistance from U.S. Small Business Administration (SBA):

Website: <https://www.sba.gov/local-assistance>

**Dallas/Fort Worth District Office**

150 West Parkway, Ste. 130

Euless, TX 76040

817-684-5500

Website: <https://www.sba.gov/district/dallas-fort-worth>

Email: [dfwdo.email@sba.gov](mailto:dfwdo.email@sba.gov)

**El Paso District Office**

211 N. Florence St, Ste. 201

El Paso, TX 79901

915-834-4600

Website: <https://www.sba.gov/district/el-paso>

Email: [Suzanne.aguirre@sba.gov](mailto:Suzanne.aguirre@sba.gov)

**Houston District Office**

8701 S. Gessner Dr, Ste. 1200

Houston, TX 77074

713-773-6500

Website: <https://www.sba.gov/district/houston>

Email: [houston@sba.gov](mailto:houston@sba.gov)

**Lower Rio Grande Valley District Office**

2422 E. Tyler Ave, Suite E

Harlingen, TX 78550

956-427-8533

Website: <https://www.sba.gov/district/lower-rio-grande-valley>

Email: [lrgvdo.email@sba.gov](mailto:lrgvdo.email@sba.gov)

**San Antonio District Office**

615 E. Houston St, Ste 298

San Antonio, TX 78205

210-403-5900

Website: <https://www.sba.gov/district/san-antonio>

Email: [sado.email@sba.gov](mailto:sado.email@sba.gov)

**West Texas District Office**

1205 Texas Ave, Room 408

Lubbock, TX 79401

806-472-7462

Website: <https://www.sba.gov/district/west-texas>

Email: [lubdo@sba.gov](mailto:lubdo@sba.gov)

HUB certification information can be found at:

**Statewide Procurement Division HUB Program**

P.O. Box 13528

Austin, TX 78711

512-463-5872 or 888-863-5881

Website: <https://comptroller.texas.gov/purchasing/vendor/hub>

Email: [statewidehubprogram@cpa.texas.gov](mailto:statewidehubprogram@cpa.texas.gov)

**PROPOSER: INSERT HUB, SBE, MBE or WBE Certification behind this page.**

**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**

2 CFR 200.327 Contract provisions. The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable. **\*Language as of August 31, 2022.**

| THRESHOLD  | PROVISION   | CITATION                                      |
|--|---|---|
| >\$250,000<br>(Simplified Acquisition Threshold) | Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by <a href="#">41 U.S.C. 1908</a> , must address administrative, contractual, or legal remedies in instances where Contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.   | 2 CFR 200 APPENDIX II (A)                     |
| >\$10,000  | 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.  | 2 CFR 200 APPENDIX II (B)                     |
| None   | <p>Equal Employment Opportunity. Except as otherwise provided under <a href="#">41 CFR Part 60</a>, all contracts that meet the definition of “federally assisted construction contract” in <a href="#">41 CFR Part 60-1.3</a> must include the equal opportunity clause provided under <a href="#">41 CFR 60-1.4(b)</a>, in accordance with Executive Order 11246, “Equal Employment Opportunity” (<a href="#">30 FR 12319</a>, <a href="#">12935</a>, <a href="#">3 CFR Part, 1964-1965</a> Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at <a href="#">41 CFR part 60</a>, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the Contractor agrees as follows:</p> <p>(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:</p> | 2 CFR 200 APPENDIX II I and 41 CFR §60-1.4(b) |

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|  | <p>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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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</p> |  |
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|          | <p>Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(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:</p> <p>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.</p> <p>The [recipient] 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 [recipient] 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.</p> <p>The [recipient] 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.</p> <p>The [recipient] 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 [recipient] 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 [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.</p> |                                      |
| >\$2,000 | <p>Davis-Bacon Act, as amended (<a href="#">40 U.S.C. 3141-3148</a>). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (<a href="#">40 U.S.C. 3141-3144</a>, and <a href="#">3146-3148</a>) as supplemented by Department of Labor regulations (<a href="#">29 CFR Part 5</a>, "Labor Standards Provisions</p>  | <p>2 CFR 200<br/>APPENDIX II (D)</p> |

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|            | Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act ( <a href="#">40 U.S.C. 3145</a> ), as supplemented by Department of Labor regulations ( <a href="#">29 CFR Part 3</a> , "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. |                              |
| >\$100,000 | Contract Work Hours and Safety Standards Act ( <a href="#">40 U.S.C. 3701-3708</a> ). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with <a href="#">40 U.S.C. 3702</a> and <a href="#">3704</a> , as supplemented by Department of Labor regulations ( <a href="#">29 CFR Part 5</a> ). Under <a href="#">40 U.S.C. 3702</a> of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of <a href="#">40 U.S.C. 3704</a> are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.  | 2 CFR 200<br>APPENDIX II (E) |
| None       | Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under <a href="#">37 CFR § 401.2 (a)</a> and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of <a href="#">37 CFR Part 401</a> , "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.   | 2 CFR 200<br>APPENDIX II (F) |
| >\$150,000 | Clean Air Act ( <a href="#">42 U.S.C. 7401-7671g</a> .) and the Federal Water Pollution Control Act ( <a href="#">33 U.S.C. 1251-1387</a> ), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ( <a href="#">42 U.S.C. 7401-7671g</a> ) and the Federal Water Pollution Control Act as amended ( <a href="#">33 U.S.C. 1251-1387</a> ). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).   | 2 CFR 200<br>APPENDIX II (G) |



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| >\$25,000  | Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see <a href="#">2 CFR 180.220</a> ) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at <a href="#">2 CFR 180</a> that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.  | 2 CFR 200<br>APPENDIX II (H)                           |
| >\$100,000 | Byrd Anti-Lobbying Amendment ( <a href="#">31 U.S.C. 1352</a> ) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by <a href="#">31 U.S.C. 1352</a> . Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.   | 2 CFR 200<br>APPENDIX II (I)<br>and<br>24 CFR §570.303 |
|            | See 2 CFR §200.323.  | 2 CFR 200<br>APPENDIX II (J)                           |
|            | See 2 CFR §200.216.  | 2 CFR 200<br>APPENDIX II (K)                           |
|            | See 2 CFR §200.322.  | 2 CFR 200<br>APPENDIX II (L)                           |
| >\$10,000  | A non-Federal entity that is a state agency or agency of a political subdivision of a state and its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at <a href="#">40 CFR part 247</a> that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.   | 2 CFR 200.323  |
| >\$100,000 | <i>§135.38 Section 3 clause</i><br><i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i><br><br>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.<br><br>B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations. |  |

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|------|--|---------------|
|      | <p>C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p> <p>D. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any Subcontractor where the Contractor has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 CFR part 135.</p> <p>E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.</p> <p>F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.</p> <p>G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).</p> |               |
| None | <p>Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their Contractors and Subcontractors, may not obligate or expend any FEMA award funds to:</p> <p>Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:</p> <ul style="list-style-type: none"> <li>(1) Procure or obtain;</li> <li>(2) Extend or renew a contract to procure or obtain; or</li> <li>(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered</li> </ul>  | 2 CFR 200.216 |

|      |  |                           |
|------|--|---------------------------|
|      | <p>telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in <a href="#">Public Law 115-232</a>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).</p> <p>(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).</p> <p>(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.</p> <p>(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.</p> <p>(b) In implementing the prohibition under <a href="#">Public Law 115-232</a>, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.</p> <p>(c) See <a href="#">Public Law 115-232</a>, section 889 for additional information.</p> <p>(d) See also <a href="#">§ 200.471</a>.</p> |                           |
| None | <p>As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for 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). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:</p> <p>(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.</p> <p>(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p>  | 2 CFR 200.322(a)(b)(1)(2) |
| None | <p>The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.</p>   | 2 CFR 200.112             |

|      |  |               |
|------|--|---------------|
| None | <p>The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.</p>   | 2 CFR 200.336 |
| None | <p>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <p>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> <p>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p> <p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</p> <p>(6) Requiring the prime Contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.</p> | 2 CFR 200.321 |
| None | <p>Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:</p> <p>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.</p> <p>(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</p>   | 2 CFR 200.334 |

|            |  |                                |
|------------|--|--------------------------------|
|            | <p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.</p> <p>(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p> <p>(2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p> |                                |
| None       | <p>CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 2270.0052, 2270.0102, or 2270.0152. In accordance with Texas Government Code, Chapter 2252, Subchapter F, <b>Respondent</b> hereby represents and warrants that it is not a company identified on the lists prepared and maintained under Texas Government Code §§ 2270.0052 (companies with business operations in Sudan), 2270.0102 (companies with business operations in Iran), or 2270.0152 (companies known to have contracts with or provide supplies or services to a foreign terrorist organization). Notwithstanding the foregoing, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or to a foreign terrorist organization, is not subject to contract prohibition under this clause. A company claiming such exemption must submit the official copy of the declaration.</p>  | Texas Government Code 2252.152 |
| >\$100,000 | <p>PROVISION REQUIRED IN CONTRACT. (a) This section applies only to certain solicitations and contracts. Section 2271.002 of the Texas Government Code states the following:</p> <p>(a) This section applies only to a contract that:</p> <p>(1) is between a governmental entity and a company with 10 or more full-time employees; and</p> <p>(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</p> <p>(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:</p>   | Texas Government Code 2271.002 |

|  |   |  |
|--|---|--|
|  | <p>(1) does not boycott Israel; and</p> <p>(2) will not boycott Israel during the term of the contract. Section 2271.001(2) of the Government Code defines "company" to be the meaning assigned by Section 808.001 of the Texas Government Code, except that the term does not include a sole proprietorship.</p> |  |
| Option Contract<br>Language for contracts<br>awarded prior to Grant<br>Award | The contract award is contingent upon the receipt of federal funds. If no such funds are awarded, the contract shall terminate.   | Optional   |
|  | Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.  | 42 U.S.C. 6201   |
|  | The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.               | Section 504 of the Rehabilitation Act of 1973, as amended. |

## 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

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

**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)

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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**

**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 and/or complete 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, February 19, 2025**

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 (2025):**

January 20 (Monday) - Martin Luther King, Jr. Day  
 April 18 (Friday) - Good Friday  
 May 26 (Monday) - Memorial Day  
 June 20 (Friday) - Juneteenth  
 July 4 (Friday) - Independence Day  
 September 1 (Monday) - Labor Day  
 November 11 (Tuesday) - Veteran's Day  
 November 27 & 28 (Thursday & Friday) - Thanksgiving  
 December 25 & 26 (Thursday & Friday) Christmas  
 January 1, 2026 (Thursday) - New Year's

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

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of 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 Non- Mandatory Pre-Bid Meeting and Walk-Through on Tuesday, January 28, 2025, at 2:00 PM CT, at the Jack Brooks Regional Airport – Ware Terminal Conference Room, located at 5000 Jerry Ware Drive, Beaumont, Texas 77705.**

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

Questions may be emailed to **Cindy Greene, Contract Specialist** at: [Cynthia.greene@jeffcotx.us](mailto:Cynthia.greene@jeffcotx.us). If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at [deb.clark@jeffcotx.us](mailto:deb.clark@jeffcotx.us).

The Deadline for asking questions or requesting additional information (in writing) is **5:00 pm, CT, January 31, 2025.**

### **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.**

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

## 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 32**.

#### 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 COMPLETED FORM 1295**

**VENDOR: FORM 1295 MUST BE COMPLETED/SUBMITTED ON TEXAS ETHICS COMMISSION WEBSITE. HARD COPY OF FORM 1295 IS TO BE PRINTED, COMPLETED, SIGNED, AND SUBMITTED WITH BID/PROPOSAL/AGREEMENT/CONTRACT. JEFFERSON COUNTY WILL CONFIRM RECEIPT OF COMPLETED HARD COPY WITH THE TEXAS ETHICS COMMISSION.**

## **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>                               |              |
| 1 Name of business entity filing form, and the city, state and country of the business entity's place of business.<br><br><b>VENDOR: ENTER YOUR BUSINESS NAME, CITY, STATE, AND COUNTRY 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><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><br><b>VENDOR: ENTER BID/PROPOSAL/CONTRACT/AGREEMENT REF# AND TITLE HERE</b>  |  |  |              |
| 4 Name of Interested Party   |  | City, State, Country (place of business)                     |              |
|  |  | Nature of Interest (check applicable)                        |              |
|  |  | Controlling  | Intermediary |
| <b>VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIES.</b>  |  | X  |              |
| <b>VENDOR: WORKERS (OR NON-OWNERS) IN YOUR COMPANY ARE INTERMEDIARY PARTIES.</b>   |  |  | X            |
|  |  |  |              |
|  |  |  |              |
|  |  |  |              |
|  |  |  |              |
| 5 Check only if there is NO Interested Party.  |  | <b>CHECK BELOW IF APPLICABLE</b><br><input type="checkbox"/> |              |
| 6 UNSWORN DECLARATION <b>VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION.</b><br>My name is _____, and my date of birth is _____.<br>My address is _____ (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>(month) (year)<br>_____<br>Signature of authorized agent of contracting business entity (Declarant) |  |  |              |
| <b>ADD ADDITIONAL PAGES AS NECESSARY</b>   |  |  |              |

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 12/22/2017

**NOTE: JEFFERSON COUNTY WILL KEEP A COPY OF THIS FORM ON FILE FOR EACH BID/PROPOSAL/CONTRACT/AGREEMENT AND EACH VENDOR RESPONDING TO BIDS/PROPOSALS.**

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



### 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.

**BIDDER INFORMATION FORM**

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

**Bid Number & Name:** (IFB 24-068/CG), Automobile Rental Concessions for the Jack Brooks Regional Airport

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Address

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

**REQUIRED FORM**

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

## SECTION 4: MINIMUM SPECIFICATIONS

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The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Cindy Greene, Contract Specialist at 409-835-8593 or via email at: [Cynthia.greene@jeffcotx.us](mailto:Cynthia.greene@jeffcotx.us). Please reference Bid Number: IFB 24-068/CG. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or by email at [deb.clark@jeffcotx.us](mailto:deb.clark@jeffcotx.us).

### **SCOPE OF PROJECT:**

#### **1. Scope**

Bidder shall provide bids for one of a total of two Automobile Rental Concessions at the Jack Brooks Regional Airport subject to the terms and conditions stated herein beginning on or about April 1, 2025 and will continue for a five (5) year period.

Any Rental Car Company operating at the Jack Brooks Regional Airport must be in good standing prior to placing a bid. Any company wishing to be awarded a successful bid must be current on all accounts and amounts owed to Jefferson County and the Airport for any and all rents, concession amounts owed, property taxes, ad valorem taxes, and any other fees and charges.

The County reserves the right to waive bid informalities, and to reject any or all bids, and to award to the bidders making the offers most beneficial to the County. Concession agreements will be entered into with up to the two (2) best bidders. Jefferson County reserves the right to award only one Automobile Rental Concession if it is deemed to be in the best interest of the County.

There is no expressed or implied obligation for Jefferson County to reimburse responding bidders for any expense incurred in preparing bid in response to this request and Jefferson County will not reimburse bidders for these expenses.

Refer questions of a commercial nature to Cindy Greene, Contract Specialist, at 409-835-8593, or via email at [cynthia.greene@jeffcotx.us](mailto:cynthia.greene@jeffcotx.us) and questions of a technical nature to Alex Rupp, Airport Manager, Jack Brooks Regional Airport at 409-719-4900 or via email at [alex.rupp@jeffcotx.us](mailto:alex.rupp@jeffcotx.us). Set up and operation of booths shall be at the sole expense of the successful bidder.

#### **2. Bid Items**

##### **Rental Car Parking:**

Rental car parking shall be awarded according to the ranking of bidders.

The Rental Car Parking Lot contains 141 parking spaces:

- 22 Spaces are designated for Terminal Employee Parking
- 14 Spaces are designated for Overflow (to be used by any terminal tenant/employee)
- **105 Spaces are designated for Rental Car Parking**

Additional parking spaces are also available in a larger parking lot in front of the terminal, see Parking Diagrams. Successful bidders will be required to clearly identify their parking spaces as assigned. Negotiations will be required for additional parking spaces required outside of the assigned parking spaces.

The Rental Car Parking Lot is currently assigned:

- 76 Spaces: Avis
- 22 Spaces: Terminal Employees (Airlines, TSA, and Avis)
- 14 Spaces: Overflow (Communal Use)
- 29 Spaces: Vacant/Unassigned

We encourage bidders to bid on the number of cars per lot segment, however it is not a requirement. Successful bidders shall comply with the Concession Lease Agreement, Attachment "A," attached. Successful bidders shall provide a national credit card system and a rental reservation system.

#### **Car Wash Area:**

The Airport has two Car Wash Areas identified as Car Wash Area 1 and Car Wash Area 2.

Car Wash Area 1 is on the north side of Parker Drive and consists of a small metal shed attached to a covered metal awning.

Car Wash Area 2 is on the south side of Parker Drive and consists of a small concrete building with a covered car wash area and storage room, and a 5,000 square foot fenced in area.

#### **Office Space / Terminal Counter Area:**

The airport has four (4) counter spaces, one (1) of which are leased to non-rental car tenants, one (1) leased to a car rental tenant, one (1) vacant and reserved for a car rental tenant, and one (1) counter space available for storage.

The minimum rate for the Counter Space is \$26 per square foot per year and \$13 per square foot per year.

Any bidder, currently operating at the Jack Brooks Regional Airport, wishing to join office/counter space with a sister company, whole or in part owned by said bidder, is allowed to do so upon Airport Director approval.

#### **Marketing and Traffic Data**

The airport is presently served by American Airlines providing air service to Dallas Fort Worth International Airport via CRJ140/145s.

Jack Brooks Regional Airport Passenger Count

|      | Enplanements | Deplanements | Total  |
|------|--------------|--------------|--------|
| 2018 | 26,077       | 25,147       | 51,224 |
| 2019 | 24,498       | 27,619       | 52,117 |
| 2020 | 10,098       | 9,700        | 19,798 |
| 2021 | 15,506       | 15,190       | 30,696 |
| 2022 | 17,783       | 17,514       | 35,297 |
| 2023 | 23,628       | 22,696       | 46,324 |
| 2024 | 28,000       | 27,000       | 55,000 |

**\*\*2024 Figures are projected thru the end of the year.**

## Flight Schedules

The following table shows the current and anticipated arrival/departure schedules of the airlines current serving Jack Brooks Regional Airport.

Current Schedule (Daily)

|   | Depart BPT | Arrive DFW |   | Depart DFW | Arrive BPT |
|---|------------|------------|---|------------|------------|
| 1 | 5:25 AM    | 6:58 AM    | 2 | 12:30 PM   | 2:00 PM    |
| 3 | 2:30 PM    | 3:53 PM    | 4 | 9:17 PM    | 10:43 PM   |

## Execution of Bid Form

Bids shall be made only on the bid form accompanying these instructions. No telegraphic, faxed, or modified bid form will be considered.

If the bid is made by a partnership, the name of each partner shall be printed or typewritten and it shall be executed in the name of the partnership followed by the signature of an authorized partner. If the bid is made by a joint venture, it shall be executed by each participant of the joint venture and shall be accompanied by a copy of the joint venture agreement.

The address of the bidder shall be typed or printed on the bid form.

## Incomplete Bids

Bids that are incomplete or are conditioned in any way, or which contain erasures or alterations, may be rejected as incomplete.

## Schedule

|                   |  |
|-------------------|--|
| January 07, 2025  | Invitation for Bid to first be advertised                          |
| January 28, 2025  | Pre-bid meeting held at the Jerry Ware GA Terminal Conference Room |
| January 31, 2025  | Final day for written questions from potential bidders             |
| February 19, 2025 | Bids are due.  |

## Basis of Award

Contract award will be based on the best bids as determined by the County Purchasing Agent as follows:

- Total Minimum Annual Guarantee (MAG), sum of all (5) five years.
- Total Annual Parking

For purposes of this IFB, bidders will be ranked, highest to lowest, according to their proposed MAG. This ranking will be the order in which successful bidders shall select the counter space available at the terminal and parking spaces, giving consideration to existing counter and parking spaces currently occupied.

**If a successful bidder currently operates at the Airport, that operator may retain its existing counter location.** If a successful bidder is not presently operating at the Airport, it will have an opportunity to occupy the vacant counter space.



If two or more bidders not currently operating at the Airport replace current operator, the successful new bidder who proposes the highest MAG will have the first choice of available space; the second highest will have second choice, etc. A diagram showing the location of the agencies currently operating at the Airport is attached as Exhibit B "Terminal Floor Plan".

### **Other Proposer Criteria**

Concessionaire may operate a rental car business under up to two brand names within the Leased Premises at no additional charge. If the Lessee desires to operate with more than one brand name, it must provide advanced written notice in the bid documents to the Airport Director of the brand names it intends to operate and display within the Leased Premises. Those wishing to dual brand must bid for and work from a single counter, utilizing a single ready and return area. Dual branding will only be permitted for those who bid dual brands under this bid. If dual brands are bid, the minimum annual guarantee and gross receipts/gross revenue as identified in the sample agreement will include the combined figures for both brands.

### **Disposition of Existing Facilities**

A car rental agency currently operating at the Airport will be required to remove its personal property, if it does not propose or is an unsuccessful bidder.

The current operator whose space will be taken over by a successful bidder will not be required to remove its personal property if the successful bidder who will be taking over that space acquires that personal property from the current operator.

The successful bidder who is not currently operating at the Airport will be required, in a separate or in the attached lease agreement, to install its own facilities, including counter inserts, signage, and cleaning equipment.

The unsuccessful bidder will not be required to sell its property to the successful bidder and the County will not be involved in any negotiations between the successful bidder and the unsuccessful bidder.

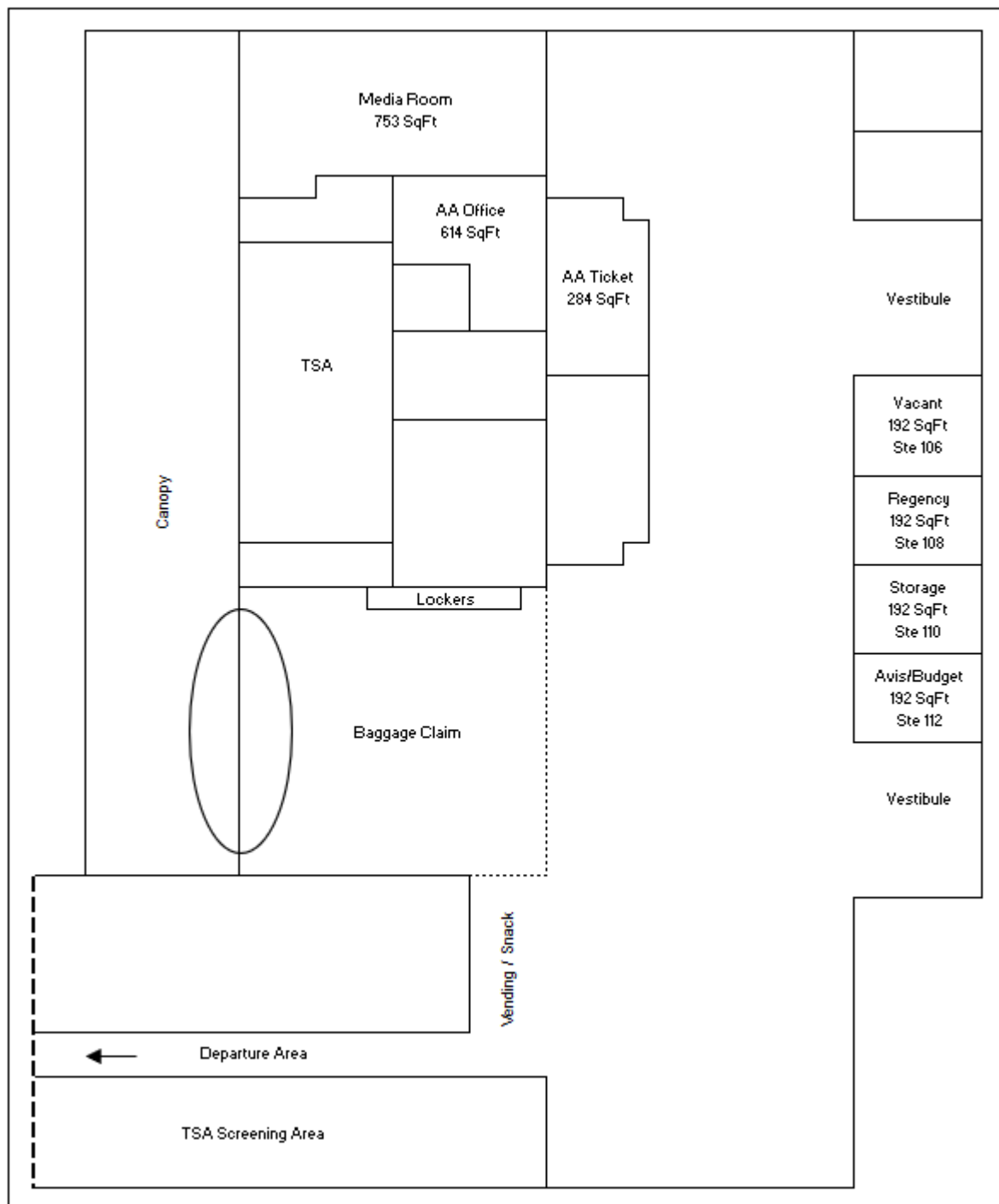
### **Disadvantaged Business Enterprises (DBE) Participation Goals**

It is the policy of the County to require the inclusion of firms owned and controlled by minorities or women in contract awards and projects whenever feasible. This policy is consistent with the administrative mandate set out by the United States Department of Transportation in Part 26 Code of Federal Regulations, Title 49. County will ensure that all information is complete and accurate and adequately documents the bidder's good faith efforts before the County commits to the Concession Agreement with the bidder. Article XXVI of the Concession Agreement outlines the Airport Concession DBE Requirements.





## Terminal Floor Plan





## Car Wash – Ready Return Area



Car Wash 1: Approximately 540 square feet of metal canopy car wash area with a small metal storage shed attached.

Car Wash 2: Approximately 625 square feet of concrete block building and composite roof with car wash area and storage area attached.

**OFFER AND ACCEPTANCE FORM  
OFFER TO CONTRACT**

To Jefferson County:

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

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

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

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

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

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

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

\_\_\_\_\_  
Address

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

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

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

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

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

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

\_\_\_\_\_  
Title

**REQUIRED FORM**

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

## ACCEPTANCE OF OFFER

---

The Offer is hereby accepted for the following items: Automobile Rental Concessions at the Jack Brooks Regional Airport.

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 24-068/CG), Automobile Rental Concessions at the Jack Brooks Regional Airport. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

### COUNTERSIGNED:

---

**Jeff R. Branick, County Judge**  
**JEFFERSON COUNTY, TEXAS**

---

**Date**

### ATTEST:

---

**Roxanne Acosta Hellberg, County Clerk**  
**JEFFERSON COUNTY, TEXAS**

---

**Date**

**BIDDER: INSERT ALL ADDENDA BEHIND THIS PAGE.  
PLEASE BE SURE TO COMPLETE, SIGN, ATTEST, AND DATE EACH ADDENDUM.**



**BID FORM**

|   | Monthly Amount<br>(MAG / 12) | Minimum Annual Guarantee (MAG)     |
|---|------------------------------|------------------------------------|
| Year 1  |                              |                                    |
| Year 2  |                              |                                    |
| Year 3  |                              |                                    |
| Year 4  |                              |                                    |
| Year 5  |                              |                                    |
| <b>Total Five-Year MAG</b>  |                              |                                    |
|   | Number of Spaces             | Annual Parking (Spaces<br>x \$120) |
| <b>Rental Car Parking:</b><br>Number of Parking Spaces Bid:                             |                              |                                    |
| Rental Truck / Moving Truck Number<br>of Parking Spaces Bid:<br>(Min 3 Space per Truck) |                              |                                    |
| <b>Car Wash Area</b>  | Mark X in Desired Location   | Annual Amount                      |
| Car Wash Area 1<br>(Min \$3,000 Yr)   |                              |                                    |
| Car Wash Area 2<br>(Min \$15,600 Yr)  |                              |                                    |
| Optional Terminal Storage (Ste 110)<br>(Min \$2,496 Yr)                                 |                              |                                    |
| <b>TOTAL BID AMOUNT</b>   |                              |                                    |

***Parking Spaces:***

The minimum amount of parking spaces bidders are required to bid on is 35 with a minimum rate of \$10.00 per month (\$120 per year) per parking space. Maximum number of spaces is 76. If bidder desires to bid more than the maximum of 76 spaces, they should include a letter attached to the bid describing the maximum number of spaces they desire. Ex) If bidder desires to bid on all 105 available parking spaces, over the maximum of 76, a letter accompanying this bid should state the preferred locations and rate. If more spaces are required than available in the Rental Car Parking Lot, successful bidders can negotiate separately with Airport outside of the bid.

Fixed Cost Note: A charge for 192 square feet of Terminal Office/Counter space, at a rate of \$26.00 per square foot per annum (\$416.00 month) will be part of the contract.

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

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

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

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

**BIDDER: INCLUDE FULL, SIGNED, & ATTESTED COPY OF EACH  
ADDENDUM ISSUED WITH BID SUBMISSION.****REQUIRED FORM****Bidder: Please complete this form  
and include with bid submission.**

**VENDOR REFERENCES FORM**

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

**REQUIRED FORM**

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

**REFERENCE ONE**

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

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

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

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

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

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

**REFERENCE TWO**

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

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

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

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

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

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

**REFERENCE THREE**

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

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

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

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

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

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

## SIGNATURE PAGE

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

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

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

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

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

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

\_\_\_\_\_  
Signature

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

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

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

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

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

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

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

**REQUIRED FORM**

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

## CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

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

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

#### **REQUIRED FORM**

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

# CONFLICT OF INTEREST QUESTIONNAIRE

| <b>CONFLICT OF INTEREST QUESTIONNAIRE</b><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; height: 100px; margin-top: 5px;"></div> |                 |
| <div style="border: 1px solid black; padding: 2px;"> <b>1</b>    <b>Name of vendor who has a business relationship with local governmental entity.</b> </div>  |   |                 |
| <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/><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.)         </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: 10px 0;">           _____<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> <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> |   |                 |
| <div style="border: 1px solid black; padding: 2px;"> <b>4</b> </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;">           _____<br/>           Signature of vendor doing business with the governmental entity         </div> <div style="width: 45%;">           _____<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; text-align: center; font-weight: bold;">OFFICE USE ONLY</div> <div style="border: 1px solid black; padding: 5px; min-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="margin-bottom: 5px;"> Date Gift Accepted _____ Description of Gift _____ </div> <div style="margin-bottom: 5px;"> Date Gift Accepted _____ Description of Gift _____ </div> <div style="margin-bottom: 5px;"> Date Gift Accepted _____ Description of Gift _____ </div> <p style="text-align: center; font-size: small;">(attach additional forms as necessary)</p>   |   |
| <b>6</b>   | <div> <div style="display: inline-block; width: 150px;"><b>AFFIDAVIT</b></div> <div style="margin-left: 20px;"> <p style="font-size: x-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.</p> </div> </div> <div style="text-align: right; margin-top: 20px;"> _____<br/> Signature of Local Government Officer </div> <div style="margin-top: 10px;"> AFFIX NOTARY STAMP / SEAL ABOVE </div> <div style="margin-top: 10px;"> Sworn to and subscribed before me, by the said _____, this the _____ day<br/> of _____, 20_____, to certify which, witness my hand and seal of office. </div> <div style="display: flex; justify-content: space-between; margin-top: 20px; font-size: x-small;"> <div>_____<br/>Signature of officer administering oath</div> <div>_____<br/>Printed name of officer administering oath</div> <div>_____<br/>Title of officer administering oath</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 . . . ?

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**REQUIRED FORM**

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



☐ Yes ☐ No

Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Prime Contract Amount: \$

Description of Subcontract Work to be Performed:

Date \_\_\_\_\_

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

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



## HUB Subcontractor Disclosure

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

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.

Description of Subcontract Work to be Performed:

Description of Subcontract Work to be Performed:

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

## PAGE 4 OF 4

Subcontractor Name:

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

| Street | City | State | Zip |
|--------|------|-------|-----|
|--------|------|-------|-----|

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

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

|                              |    |                               |   |
|------------------------------|----|-------------------------------|---|
| Proposed Subcontract Amount: | \$ | Percentage of Prime Contract: | % |
|------------------------------|----|-------------------------------|---|

Description of Subcontract Work to be Performed:

Subcontractor Name:

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

| Street | City | State | Zip |
|--------|------|-------|-----|
|        |      |       |     |

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

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

|                              |    |                               |   |
|------------------------------|----|-------------------------------|---|
| Proposed Subcontract Amount: | \$ | Percentage of Prime Contract: | % |
|------------------------------|----|-------------------------------|---|

Description of Subcontract Work to be Performed:

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

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

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

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

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

E-mail address:

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

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

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

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

E-mail address:

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

## RESIDENCE CERTIFICATION/TAX FORM

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

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

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

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

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

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

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

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

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

### REQUIRED FORM

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

## HOUSE BILL 89 VERIFICATION

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

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

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

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

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

\_\_\_\_\_  
Date

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

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

Notary Seal

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

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

**REQUIRED FORM**

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

**SENATE BILL 252 CERTIFICATION**

---

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

---

**Company Name**

---

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

---

**Purchasing Representative**

---

**Date**

|   |
|---|
| <b>THIS FORM IS FOR<br/>OFFICE USE ONLY</b> |
|---|



**BID AFFIDAVIT**

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

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

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

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

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

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

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

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

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

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

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

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

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

SUBSCRIBED AND SWORN to before me by the above-named

\_\_\_\_\_ on

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

**REQUIRED FORM**

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

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



**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**

January 7, 2025

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 24-073/CG), Emulsion Storage Tank 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 one (1) copy 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:** Emulsion Storage Tank for Jefferson County  
**BID NUMBER:** IFB 24-073/CG  
**DUE BY TIME/DATE:** 11:00 AM CT, Wednesday, February 12, 2025  
**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 Cindy Greene, Contract Specialist at 409-835-8593 or via email at: [cynthia.greene@jeffcotx.us](mailto:cynthia.greene@jeffcotx.us). If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: [deb.clark@jeffcotx.us](mailto:deb.clark@jeffcotx.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:**

**The Examiner:**

January 9, 2025 & January 16, 2025

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### **BID SUBMISSIONS:**

One (1) Original and one (1) Bid Copy; with all copies to include a Completed Copy of this specifications packet (including technical specifications), 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 and/or complete 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 office 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 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 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 AN/OR CONTRACT DOCUMENTS.**

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

## **16. CURRENCY.**

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

## **17. PRICING.**

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

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

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

## **19. CERTIFICATION.**

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

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The Bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.

- The Bidder hereby certifies that the individual signing the bid is an authorized agent for the Bidder and has the authority to bind the Bidder to the contract.

## 20. DEFINITIONS.

“County” – Jefferson County, Texas.

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

## 21. SMALL, MINORITY & WOMEN BUSINESS ENTERPRISE PARTICIPATION

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

Minority owned business may be eligible for contract procurement assistance with public and private sector entities from MBDA Centers

### **Dallas Fort Worth MBDA Business Center**

8828 N. Stemmons Freeway, Ste. 550 B

Dallas, TX 75247

214-920-2436

Website: <https://www.mbdadfw.com>

Email: [admin1@mbdadallas.com](mailto:admin1@mbdadallas.com)

### **El Paso MBDA Business Center**

2401 East Missouri Avenue

El Paso, TX 79903

915-351-6232

Website: <https://www.mbda.gov/business-center/el-paso-mbda-business-center>

Email: [treed@ephcc.org](mailto:treed@ephcc.org)

### **Houston MBDA Business Center**

3100 Main Street, Ste. 701

Houston, TX 77002

713-718-8974

Website: <https://www.mbda.gov/business-center/houston-mbda-business-center>

Email: [mbda@hccs.edu](mailto:mbda@hccs.edu)

### **San Antonio MBDA Business Center**

501 W. Cesar E. Chavez Blvd., Ste. 3.324 B

San Antonio, TX 78207

210-458-2480

Website: <https://www.mbda.gov/business-center/san-antonio-mbda-business-center>

Email: [Jacqueline.jackson@utsa.edu](mailto:Jacqueline.jackson@utsa.edu)

Small and woman-owned business may be eligible for assistance from U.S. Small Business Administration (SBA):

Website: <https://www.sba.gov/local-assistance>

**Dallas/Fort Worth District Office**

150 West Parkway, Ste. 130

Euless, TX 76040

817-684-5500

Website: <https://www.sba.gov/district/dallas-fort-worth>

Email: [dfwdo.email@sba.gov](mailto:dfwdo.email@sba.gov)

**El Paso District Office**

211 N. Florence St, Ste. 201

El Paso, TX 79901

915-834-4600

Website: <https://www.sba.gov/district/el-paso>

Email: [Suzanne.aguirre@sba.gov](mailto:Suzanne.aguirre@sba.gov)

**Houston District Office**

8701 S. Gessner Dr, Ste. 1200

Houston, TX 77074

713-773-6500

Website: <https://www.sba.gov/district/houston>

Email: [houston@sba.gov](mailto:houston@sba.gov)

**Lower Rio Grande Valley District Office**

2422 E. Tyler Ave, Suite E

Harlingen, TX 78550

956-427-8533

Website: <https://www.sba.gov/district/lower-rio-grande-valley>

Email: [lrgvdo.email@sba.gov](mailto:lrgvdo.email@sba.gov)

**San Antonio District Office**

615 E. Houston St, Ste 298

San Antonio, TX 78205

210-403-5900

Website: <https://www.sba.gov/district/san-antonio>

Email: [sado.email@sba.gov](mailto:sado.email@sba.gov)

**West Texas District Office**

1205 Texas Ave, Room 408

Lubbock, TX 79401

806-472-7462

Website: <https://www.sba.gov/district/west-texas>

Email: [lubdo@sba.gov](mailto:lubdo@sba.gov)

HUB certification information can be found at:

**Statewide Procurement Division HUB Program**

P.O. Box 13528

Austin, TX 78711

512-463-5872 or 888-863-5881

Website: <https://comptroller.texas.gov/purchasing/vendor/hub>

Email: [statewidehubprogram@cpa.texas.gov](mailto:statewidehubprogram@cpa.texas.gov)

**PROPOSER: INSERT HUB, SBE, MBE or WBE Certification behind this page.**

**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**

2 CFR 200.327 Contract provisions. The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable. **\*Language as of August 31, 2022.**

| THRESHOLD  | PROVISION   | CITATION                                      |
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| >\$250,000<br>(Simplified Acquisition Threshold) | Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by <a href="#">41 U.S.C. 1908</a> , must address administrative, contractual, or legal remedies in instances where Contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.   | 2 CFR 200 APPENDIX II (A)                     |
| >\$10,000  | 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.  | 2 CFR 200 APPENDIX II (B)                     |
| None   | <p>Equal Employment Opportunity. Except as otherwise provided under <a href="#">41 CFR Part 60</a>, all contracts that meet the definition of “federally assisted construction contract” in <a href="#">41 CFR Part 60-1.3</a> must include the equal opportunity clause provided under <a href="#">41 CFR 60-1.4(b)</a>, in accordance with Executive Order 11246, “Equal Employment Opportunity” (<a href="#">30 FR 12319</a>, <a href="#">12935</a>, <a href="#">3 CFR Part, 1964-1965</a> Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at <a href="#">41 CFR part 60</a>, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the Contractor agrees as follows:</p> <p>(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:</p> | 2 CFR 200 APPENDIX II I and 41 CFR §60-1.4(b) |



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 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

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|          | <p>Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(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:</p> <p>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.</p> <p>The [recipient] 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 [recipient] 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.</p> <p>The [recipient] 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.</p> <p>The [recipient] 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 [recipient] 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 [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.</p> |                                      |
| >\$2,000 | <p>Davis-Bacon Act, as amended (<a href="#">40 U.S.C. 3141-3148</a>). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (<a href="#">40 U.S.C. 3141-3144</a>, and <a href="#">3146-3148</a>) as supplemented by Department of Labor regulations (<a href="#">29 CFR Part 5</a>, "Labor Standards Provisions</p>  | <p>2 CFR 200<br/>APPENDIX II (D)</p> |

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|            | Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act ( <a href="#">40 U.S.C. 3145</a> ), as supplemented by Department of Labor regulations ( <a href="#">29 CFR Part 3</a> , "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. |                              |
| >\$100,000 | Contract Work Hours and Safety Standards Act ( <a href="#">40 U.S.C. 3701-3708</a> ). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with <a href="#">40 U.S.C. 3702</a> and <a href="#">3704</a> , as supplemented by Department of Labor regulations ( <a href="#">29 CFR Part 5</a> ). Under <a href="#">40 U.S.C. 3702</a> of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of <a href="#">40 U.S.C. 3704</a> are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.  | 2 CFR 200<br>APPENDIX II (E) |
| None       | Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under <a href="#">37 CFR § 401.2 (a)</a> and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of <a href="#">37 CFR Part 401</a> , "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.   | 2 CFR 200<br>APPENDIX II (F) |
| >\$150,000 | Clean Air Act ( <a href="#">42 U.S.C. 7401-7671g</a> .) and the Federal Water Pollution Control Act ( <a href="#">33 U.S.C. 1251-1387</a> ), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ( <a href="#">42 U.S.C. 7401-7671g</a> ) and the Federal Water Pollution Control Act as amended ( <a href="#">33 U.S.C. 1251-1387</a> ). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).   | 2 CFR 200<br>APPENDIX II (G) |

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| >\$25,000  | Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see <a href="#">2 CFR 180.220</a> ) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at <a href="#">2 CFR 180</a> that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.  | 2 CFR 200<br>APPENDIX II (H)                           |
| >\$100,000 | Byrd Anti-Lobbying Amendment ( <a href="#">31 U.S.C. 1352</a> ) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by <a href="#">31 U.S.C. 1352</a> . Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.   | 2 CFR 200<br>APPENDIX II (I)<br>and<br>24 CFR §570.303 |
|            | See 2 CFR §200.323.  | 2 CFR 200<br>APPENDIX II (J)                           |
|            | See 2 CFR §200.216.  | 2 CFR 200<br>APPENDIX II (K)                           |
|            | See 2 CFR §200.322.  | 2 CFR 200<br>APPENDIX II (L)                           |
| >\$10,000  | A non-Federal entity that is a state agency or agency of a political subdivision of a state and its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at <a href="#">40 CFR part 247</a> that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.   | 2 CFR 200.323  |
| >\$100,000 | <i>§135.38 Section 3 clause</i><br><i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i><br><br>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.<br><br>B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations. |  |

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|      | <p>C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p> <p>D. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any Subcontractor where the Contractor has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 CFR part 135.</p> <p>E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.</p> <p>F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.</p> <p>G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).</p> |               |
| None | <p>Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their Contractors and Subcontractors, may not obligate or expend any FEMA award funds to:</p> <p>Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:</p> <ul style="list-style-type: none"> <li>(1) Procure or obtain;</li> <li>(2) Extend or renew a contract to procure or obtain; or</li> <li>(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered</li> </ul>  | 2 CFR 200.216 |

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|      | <p>telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in <a href="#">Public Law 115-232</a>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).</p> <p>(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).</p> <p>(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.</p> <p>(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.</p> <p>(b) In implementing the prohibition under <a href="#">Public Law 115-232</a>, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.</p> <p>(c) See <a href="#">Public Law 115-232</a>, section 889 for additional information.</p> <p>(d) See also <a href="#">§ 200.471</a>.</p> |                           |
| None | <p>As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for 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). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:</p> <p>(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.</p> <p>(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p>  | 2 CFR 200.322(a)(b)(1)(2) |
| None | <p>The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.</p>   | 2 CFR 200.112             |

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| None | <p>The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.</p>   | 2 CFR 200.336 |
| None | <p>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <p>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> <p>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p> <p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</p> <p>(6) Requiring the prime Contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.</p> | 2 CFR 200.321 |
| None | <p>Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:</p> <p>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.</p> <p>(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</p>   | 2 CFR 200.334 |

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|            | <p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.</p> <p>(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p> <p>(2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p> |                                |
| None       | <p>CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 2270.0052, 2270.0102, or 2270.0152. In accordance with Texas Government Code, Chapter 2252, Subchapter F, <b>Respondent</b> hereby represents and warrants that it is not a company identified on the lists prepared and maintained under Texas Government Code §§ 2270.0052 (companies with business operations in Sudan), 2270.0102 (companies with business operations in Iran), or 2270.0152 (companies known to have contracts with or provide supplies or services to a foreign terrorist organization). Notwithstanding the foregoing, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or to a foreign terrorist organization, is not subject to contract prohibition under this clause. A company claiming such exemption must submit the official copy of the declaration.</p>  | Texas Government Code 2252.152 |
| >\$100,000 | <p>PROVISION REQUIRED IN CONTRACT. (a) This section applies only to certain solicitations and contracts. Section 2271.002 of the Texas Government Code states the following:</p> <p>(a) This section applies only to a contract that:</p> <p>(1) is between a governmental entity and a company with 10 or more full-time employees; and</p> <p>(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</p> <p>(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:</p>   | Texas Government Code 2271.002 |



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|--|---|--|
|  | <p>(1) does not boycott Israel; and</p> <p>(2) will not boycott Israel during the term of the contract. Section 2271.001(2) of the Government Code defines "company" to be the meaning assigned by Section 808.001 of the Texas Government Code, except that the term does not include a sole proprietorship.</p> |  |
| Option Contract<br>Language for contracts<br>awarded prior to Grant<br>Award | The contract award is contingent upon the receipt of federal funds. If no such funds are awarded, the contract shall terminate.   | Optional   |
|  | Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.  | 42 U.S.C. 6201   |
|  | The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.               | Section 504 of the Rehabilitation Act of 1973, as amended. |

## 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

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

**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)

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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**

**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 one (1) Bid Copy; with all copies to include a Completed Copy of this Specifications Packet (including technical specifications), **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 and/or complete 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, February 12, 2025.**

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 (2025):**

January 20 (Monday) - Martin Luther King, Jr. Day  
 April 18 (Friday) - Good Friday  
 May 26 (Monday) - Memorial Day  
 June 20 (Friday) - Juneteenth  
 July 4 (Friday) - Independence Day  
 September 1 (Monday) - Labor Day  
 November 11 (Tuesday) - Veteran's Day  
 November 27 & 28 (Thursday & Friday) - Thanksgiving  
 December 25 & 26 (Thursday & Friday) Christmas  
 January 1, 2026 (Thursday) - New Year's

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

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of 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 Bid, a Pre-Bid Conference will not be held for this project.

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

Questions may be emailed to **Cindy Greene, Contract Specialist** at: [cynthia.greene@jeffcotx.us](mailto:cynthia.greene@jeffcotx.us). If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at: [deb.clark@jeffcotx.us](mailto:deb.clark@jeffcotx.us). The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, Friday, January 24, 2025.

### **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.**

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



## 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 32**.

#### 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 COMPLETED FORM 1295**

**VENDOR: FORM 1295 MUST BE COMPLETED/SUBMITTED ON TEXAS ETHICS COMMISSION WEBSITE. HARD COPY OF FORM 1295 IS TO BE PRINTED, COMPLETED, SIGNED, AND SUBMITTED WITH BID/PROPOSAL/AGREEMENT/CONTRACT. JEFFERSON COUNTY WILL CONFIRM RECEIPT OF COMPLETED HARD COPY WITH THE TEXAS ETHICS COMMISSION.**

## **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>Must file online at <a href="http://www.ethics.state.tx.us/File">www.ethics.state.tx.us/File</a> |              |
| 1 Name of business entity filing form, and the city, state and country of the business entity's place of business.<br><br><b>VENDOR: ENTER YOUR BUSINESS NAME, CITY, STATE, AND COUNTRY 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><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><br><b>VENDOR: ENTER BID/PROPOSAL/CONTRACT/AGREEMENT REF# AND TITLE HERE</b>  |  |  |              |
| 4 Name of Interested Party   |  | City, State, Country (place of business)   |              |
|  |  | Nature of Interest (check applicable)  |              |
|  |  | Controlling  | Intermediary |
| <b>VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIES.</b>  |  | X  |              |
| <b>VENDOR: WORKERS (OR NON-OWNERS) IN YOUR COMPANY ARE INTERMEDIARY PARTIES.</b>   |  |  | X            |
|  |  |  |              |
|  |  |  |              |
|  |  |  |              |
|  |  |  |              |
| 5 Check only if there is NO Interested Party.  |  | <b>CHECK BELOW IF APPLICABLE</b><br><input type="checkbox"/>   |              |
| 6 UNSWORN DECLARATION <b>VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION.</b><br>My name is _____, and my date of birth is _____.<br>My address is _____ (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>(month) (year)<br>_____<br>Signature of authorized agent of contracting business entity (Declarant) |  |  |              |
| <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

**NOTE: JEFFERSON COUNTY WILL KEEP A COPY OF THIS FORM ON FILE FOR EACH BID/PROPOSAL/CONTRACT/AGREEMENT AND EACH VENDOR RESPONDING TO BIDS/PROPOSALS.**

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

### 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.

**BIDDER INFORMATION FORM**

---

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

**Bid Number & Name:** (IFB 24-073/CG) Emulsion Tank for Jefferson County

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Address

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

**REQUIRED FORM**

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



## SECTION 4: MINIMUM SPECIFICATIONS

---

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Cindy Greene, Contract Specialist at 409-835-8593 or via email at: [cynthia.greene@jeffcotx.us](mailto:cynthia.greene@jeffcotx.us). If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: [deb.clark@jeffcotx.us](mailto:deb.clark@jeffcotx.us). Please reference Bid Number: IFB 24-073/CG.

### **4.1 Scope of Project:**

Jefferson County is soliciting bids for a 10,000 Gallon Vertical Emulsion Storage Tank to be placed at the Precinct 4 Service Center located at 7780 Boyt Rd, Beaumont, TX 77713. The Emulsion Storage Tank furnished under this Specification shall be new and shall be of good quality workmanship and material. The Emulsion Storage Tank offered under this Specification shall meet or exceed the Required Features specified below.

### **4.2 Approved Equivalent Items:**

The specifications shown are intended to define the level of quality, performance and features only. Products offered shall be of equivalent dimensions, performance and features or better. The brand name product listed is not required. All bidders bidding equivalent items shall submit an itemized comparison documenting equivalence for quality, performance and features of the products offered, as well as the complete manufacturer specifications.

### **4.3 Minimum Requirements:**

A copy of the manufacturer specifications, as well as Emulsion Storage Tank description and full warranty terms must be included with the bid submission.

Delivery time shall be part of the bid proposal and a factor in evaluation of each bid. Failure to honor stated delivery times could result in termination of the contract.

The 10,000 Gallon Emulsion Storage Tank shall be completely assembled, adjusted and all equipment, including standard and supplemental equipment, installed and made ready for continuous operation upon delivery. All parts not specifically mentioned which are necessary for the unit to be complete shall be furnished by the successful bidder. All parts shall conform in strength, quality and workmanship to the accepted standard for the industry. The Equipment shall meet or exceed all Federal and State of Texas regulations. Vendor will be responsible for any damages to county property caused by vendor. Vendor shall provide representative onsite for training and testing of equipment after assembly and electrical hook-ups are completed.

The 10,000 Gallon Emulsion Storage Tank shall be delivered to and assembled upon a 12' by 12' concrete pad by use of crane and hooked up to 100 amp 220v single phase service. The concrete pad, crane and electrical hook up will be the responsibility of Jefferson County.

Do not place decals or other markings of any type pertaining to advertisement other than trademarks or model designation normally installed by manufacturer on equipment delivered.

### **4.4 Cost Proposal:**

Jefferson County does not guarantee that all models shown or a specific volume will be awarded a contract. The County may purchase more than one tank. Please include cost for one tank as well as cost for any additional tanks purchased on the bid form on page 44.

**Specifications:****Included Equipment and Features:**

- 10,000 Gallon Automated Vertical Emulsion Storage Tank with Standard features (below)
- Level gauge reading in feet and inches
- Overflow pipe
- (6) 1000 watt heat blankets
- Boom for loader hose
- 6 foot, 6 inch tall base
- Safety caged ladder and top rails
- Single NEMA weather tight electrical panel
- Assembly
- On-site training
- Delivery included

**Standard Features of Automated Emulsion Storage System:**

- -Tank roof coated with rubberized sealant
- -Timed Agitator - supported by 2" tapered roller bearings
- -Emulsion Temperature Gauge
- -Emulsion Quantity Measuring System
- -Blanket Heaters - six 1000w blanket heaters (220v) with thermostatic control
- -Enclosed Electrical Components - protected within a single weatherproof NEMA 3R enclosure
- -Three Ball Valves - three 3-inch ball valves for easier loading and unloading
- -Insulated Valves - wrapped with 220v heat tape and protected by insulated aluminum cover
- -Carbon Steel Tank - 1/4" carbon steel tank construction
- -Insulating Blanket - three-inch high-density foil-backed insulation with heat shield around entire tank keeps emulsion temperature even
- -Large Loader Hose - fast loading with 10-foot long 3-inch diameter loader hose
- -Inspection Hatch - interior inspection hatch on top side of system
- -Safety Cage - safety cage on top of system
- -Ladder - complete with safety cage on top of system\*
- -Access Port - 24-inch round access port at base of system
- -Heavy-Duty Steel Stand - provides sturdy tank support system
- -Outer Skin- 3003 aluminum

**OFFER AND ACCEPTANCE FORM  
OFFER TO CONTRACT**

To Jefferson County:

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

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

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

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

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

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

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

\_\_\_\_\_  
Address

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

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

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

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

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

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

\_\_\_\_\_  
Title

**REQUIRED FORM**

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

**ACCEPTANCE OF OFFER**

---

The Offer is hereby accepted for the following items: Jefferson County Mosquito Control Plane.

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 24-063/MR, Jefferson County Mosquito Control Airplane. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

**COUNTERSIGNED:**

---

**Jeff R. Branick, County Judge**  
**JEFFERSON COUNTY, TEXAS**

---

**Date**

**ATTEST:**

---

**Roxanne Acosta Hellberg, County Clerk**  
**JEFFERSON COUNTY, TEXAS**

---

**Date**

**BIDDER: INSERT ALL ADDENDA BEHIND THIS PAGE.  
PLEASE BE SURE TO COMPLETE, SIGN, ATTEST, AND DATE EACH ADDENDUM.**

## BID FORM

---

| Item No. | Item Description  | Bid Price | Projected Delivery Time from Date of Purchase |
|----------|---|-----------|---|
| 1        | 10,000 Gallon Vertical Emulsion Storage Tank as specified including delivery and assembly.                          |           |   |
| 2        | Price of each additional 10,000 Gallon Vertical Emulsion Storage Tank as specified including delivery and assembly. |           |   |

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

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

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

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

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

**REQUIRED FORM**

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

## VENDOR REFERENCES FORM

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

### REQUIRED FORM

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

#### REFERENCE ONE

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

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

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

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

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

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

#### REFERENCE TWO

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

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

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

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

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

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

#### REFERENCE THREE

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

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

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

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

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

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

## SIGNATURE PAGE

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

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

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

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

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

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

\_\_\_\_\_  
Signature

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

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

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

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

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

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

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

### REQUIRED FORM

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



## CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

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

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

### **REQUIRED FORM**

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

## CONFLICT OF INTEREST QUESTIONNAIRE

| <b>CONFLICT OF INTEREST QUESTIONNAIRE</b><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>  | <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 Name of vendor who has a business relationship with local governmental entity.</b></p>  | <p><b>2</b> <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b></p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p> |                 |
| <p><b>3 Name of local government officer about whom the information in this section is being disclosed.</b></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C, &amp; D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p> |   |                 |
| <p><b>4</b></p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <p>_____</p> <p>Signature of vendor doing business with the governmental entity</p> </div> <div style="width: 45%;"> <p>_____</p> <p>Date</p> </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>             |  | <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/Subconsultants in the fulfillment of this contract (if awarded).

☐ Yes ☐ No

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

#### **REQUIRED FORM**

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

☐ Yes ☐ No

Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Prime Contract Amount: \$

Description of Subcontract Work to be Performed:

☐ 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.

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

HUB Subcontractor Name:

HUB Status (Gender & Ethnicity):

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

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

| Street | City | State | Zip |
|--------|------|-------|-----|
|--------|------|-------|-----|

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

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

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

Description of Subcontract Work to be Performed:

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

## HUB Subcontractor Disclosure

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:

☐ Yes      ☐ No

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

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

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

| Street | City | State | Zip |
|--------|------|-------|-----|
|        |      |       |     |

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

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

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

Description of Subcontract Work to be Performed:

Subcontractor Name:

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

| Street | City | State | Zip |
|--------|------|-------|-----|
|--------|------|-------|-----|

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

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

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

Description of Subcontract Work to be Performed:

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



## PAGE 4 OF 4

Subcontractor Name:

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

| Street | City | State | Zip |
|--------|------|-------|-----|
|--------|------|-------|-----|

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

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

|                              |    |                               |   |
|------------------------------|----|-------------------------------|---|
| Proposed Subcontract Amount: | \$ | Percentage of Prime Contract: | % |
|------------------------------|----|-------------------------------|---|

Description of Subcontract Work to be Performed:

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

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

| Street | City | State | Zip |
|--------|------|-------|-----|
|        |      |       |     |

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

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

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

Description of Subcontract Work to be Performed:

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

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

Title:

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

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

E-mail address:

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

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

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

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

E-mail address:

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

## RESIDENCE CERTIFICATION/TAX FORM

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

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

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

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

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

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

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

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

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

### REQUIRED FORM

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

## HOUSE BILL 89 VERIFICATION

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

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

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

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

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

\_\_\_\_\_  
Date

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

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

Notary Seal

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

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

**REQUIRED FORM**

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

**SENATE BILL 252 CERTIFICATION**

---

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

---

**Company Name**

---

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

---

**Purchasing Representative**

---

**Date**

|   |
|---|
| <b>THIS FORM IS FOR<br/>OFFICE USE ONLY</b> |
|---|

**BID AFFIDAVIT**

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

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

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

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

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

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

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

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

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

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

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

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

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

SUBSCRIBED AND SWORN to before me by the above-named

\_\_\_\_\_ on

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

**REQUIRED FORM**

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

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

12/18/2024

JOC 24-074/MR

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

**Re: 241129 for JC Doggett Park Exhibit Hall Concrete Polishing**  
**Facility Name:** Doggett Park  
Doggett Park, 5115 Interstate 10 Access Rd, Beaumont, TX 77705

We are pleased to submit our proposal utilizing our 24/018MR Choice Partners Contract based on local CCI and coefficient of .89.

- Provide temporary 480v generators for the floor grinding machines.
- Grind off the top layer of paint residue to the bare concrete surface
- Fill in all cracks, holes, and surface imperfections in the men's restroom before grinding and applying the densifier.
- Grind concrete using multiple passes of higher grit resin pads to achieve a smooth finish
- Apply densifier to the entire floor (area can not be used while agent is curing)
- Polish the surface to achieve a shiny finish
- Continuous clean up and final clean upon completion

|                      |                    |
|----------------------|--------------------|
| Proposal Cost        | \$ 81,574.98       |
| Bond (if applicable) | \$ <u>2,039.37</u> |
| Total Price          | \$ 83,614.35       |

We estimate approximately **twenty (20)** working days to complete upon material delivery. We explicitly exclude all liquidated damages for this project due to market volatility and supply chain challenges.

Our estimate is based on our interpretation of the project as presented to us. Our scope is limited to the line items broken down into individual tasks of work and developed based upon the Unit Price Book rate as modified by the city cost adjustment and our Coefficient. All pricing for the required line-item estimate is derived from the current calendar year RSMeans Facilities Construction Cost Data Book with Updates.

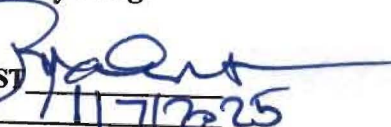
This Proposal contains confidential and proprietary information that is intended only for the use of Jefferson County and is not to be shared, copied, or disseminated in any way. The information includes all attachments, drawings, sketches, and proposed product selections and must be kept confidential. This information shall be used for the sole purpose of evaluating this Proposal and must not be used for any other purpose without the explicit consent of Preferred Facilities Group - USA.

Once the quantities of work and price are approved, the individual Job Order becomes a fixed-price lump sum contract.

Please contact me at 409.842.8293 or via e-mail mwaidley@pfg-usa.com If you have any questions or require additional information.

Regards,

**Preferred Facilities Group - USA**  
Michael Waidley  
Division Manager

**JEFFERSON COUNTY, TEXAS**  
**Jeff Branick, County Judge****ATTEST  
DATE**  
11/7/25



# Preliminary Estimate, by estimates

Michael Waidley

Preferred Facilities Group - USA

728-24 - 2024 Buyboard - Normal - 4/01/2024 to 3/31/2026

Ford Park E Hall Concrete Polish - 24-1129

Michael Waidley

Estimator: Michael Waidley

Ford Park E Hall Concrete Polish

## Division Summary (MF04)

|  |              |
|--|--------------|
| 01 - General Requirements                              | \$2,475.00   |
| 02 - Existing Conditions                               | \$2,770.00   |
| 03 - Concrete  | \$103,482.50 |
| 04 - Masonry   |              |
| 05 - Metals  |              |
| 06 - Wood, Plastics, and Composites                    |              |
| 07 - Thermal and Moisture Protection                   |              |
| 08 - Openings  |              |
| 09 - Finishes  |              |
| 10 - Specialties                                       |              |
| 11 - Equipment   |              |
| 12 - Furnishings                                       |              |
| 13 - Special Construction                              |              |
| 14 - Conveying Equipment                               |              |
| 21 - Fire Suppression                                  |              |
| 22 - Plumbing  |              |
| 23 - Heating, Ventilating, and Air-Conditioning (HVAC) |              |
| 25 - Integrated Automation                             |              |

## Totalling Components

|   |               |
|---|---------------|
| 2024 BuyBoard 728-24 PFG Texas Normal (-11.0000%) | \$(10,082.30) |
| RSMeans BEAUMONT, TX CCI 2024Q2, 84.30%           | \$(17,070.22) |
| Priced Line Items                                 | \$108,727.50  |

## Material, Labor, and Equipment Totals (No Totalling Components)

|                    |             |
|--------------------|-------------|
| Material:          | \$9,645.20  |
| Labor:             | \$82,719.53 |
| Equipment:         | \$16,362.78 |
| Other:             | \$(0.01)    |
| Laborhours:        | 1,025.11    |
| Green Line Items:0 | \$0.00      |

|  |                     |
|--|---------------------|
| 26 - Electrical                                  |                     |
| 27 - Communications                              |                     |
| 28 - Electronic Safety and Security              |                     |
| 31 - Earthwork                                   |                     |
| 32 - Exterior Improvements                       |                     |
| 33 - Utilities                                   |                     |
| 34 - Transportation                              |                     |
| 35 - Waterway and Marine Transportation          |                     |
| 41 - Material Processing and Handling Equipment  |                     |
| 44 - Pollution Control Equipment                 |                     |
| 46 - Water and Wastewater Equipment              |                     |
| 48 - Electric Power Generation                   |                     |
| Alternate  |                     |
| Trades   |                     |
| Assemblies                                       |                     |
| FMR  |                     |
| <b>MF04 Total (Without totalling components)</b> | <b>\$108,727.50</b> |

## Consideration ( )

Nonpriced Line Items

## Priced/Non-Priced

|                         |    |              |       |
|-------------------------|----|--------------|-------|
| Total Priced Items:     | 10 | \$108,727.50 |       |
| Total Non-Priced Items: | 0  | \$0.00       | 0.00% |
|                         | 10 | \$108,727.50 |       |

## Grand Total

**\$81,574.98**

## Preliminary Estimate, by estimates

Estimator: Michael Waidley

Ford Park E Hall Concrete Polish

| Item                                   | Description   | UM     | Quantity | Unit Cost  | Total               | Book                       |
|--|---|--------|----------|------------|---------------------|----------------------------|
| <b>01 - General Requirements</b>       |   |        |          |            |                     |                            |
| 1                                      | 01-54-33-40-2600-3 Rent per week for rent electric generator diesel engine 50 kW  | Ea.    | 2.0000   | \$1,237.50 | \$2,475.00          | RSM23FAC<br>E, O&P P       |
| <b>01 - General Requirements Total</b> |   |        |          |            | <b>\$2,475.00</b>   |                            |
| <b>02 - Existing Conditions</b>        |   |        |          |            |                     |                            |
| 2                                      | 02-41-19-19-0840 Selective demolition, rubbish handling, dumpster, 40 C.Y., 10 ton capacity, weekly/Week rental, includes one dump per week, cost to be added to demolition cost                                |        | 1.0000   | \$850.00   | \$850.00            | RSM23FAC<br>M, O&P P       |
| 3                                      | 02-41-19-19-2045 Selective demolition, rubbish handling, 0'-100' haul, load, haul, dump and return, wheeled, cost to be added to demolition cost  | C.Y.   | 40.0000  | \$48.00    | \$1,920.00          | RSM23FAC<br>L, O&P P       |
| <b>02 - Existing Conditions Total</b>  |   |        |          |            | <b>\$2,770.00</b>   |                            |
| <b>03 - Concrete</b>                   |   |        |          |            |                     |                            |
| 4                                      | 03-35-43-10-0110 Polished concrete floors, processing of interior floors, removal of glue, adhesive or tar, includes dry grinding with planetary floor grinder, dry vac pick-up, hand sweeping                  | M.S.F. | 13.7500  | \$1,425.00 | \$19,593.75         | RSM23FAC<br>M, L, E, O&P P |
| 5                                      | 03-35-43-10-0210 Polished concrete floors, processing of interior floors, grinding and edging with diamond/metal matrix, 40-grit, includes wet grinding, wet vac pick-up, auto scrubbing between grit changes   | M.S.F. | 13.7500  | \$1,950.00 | \$26,812.50         | RSM23FAC<br>M, L, E, O&P P |
| 6                                      | 03-35-43-10-0230 Polished concrete floors, processing of interior floors, grinding and edging with diamond/metal matrix, 120-grit, includes wet grinding, wet vac pick-up, auto scrubbing between grit changes  | M.S.F. | 13.7500  | \$1,325.00 | \$18,218.75         | RSM23FAC<br>M, L, E, O&P P |
| 7                                      | 03-35-43-10-0240 Polished concrete floors, processing of interior floors, grinding and edging with diamond/metal matrix, 200-grit, includes wet grinding, wet vac pick-up, auto scrubbing between grit changes  | M.S.F. | 13.7500  | \$1,125.00 | \$15,468.75         | RSM23FAC<br>M, L, E, O&P P |
| 8                                      | 03-35-43-10-0400 Polished concrete floors, processing of interior floors, spray on penetrating densifier/hardener, 2 coats  | M.S.F. | 13.7500  | \$525.00   | \$7,218.75          | RSM23FAC<br>M, L, O&P P    |
| 9                                      | 03-35-43-10-0610 Polished concrete floors, processing of interior floors, polishing and edging with diamond/resin matrix, 800-grit, includes dry polishing, dry vac pick-up, hand sweeping between grit changes | M.S.F. | 13.7500  | \$1,125.00 | \$15,468.75         | RSM23FAC<br>M, L, E, O&P P |
| 10                                     | 03-35-43-10-0700 Polished concrete floors, processing of interior floors, auto scrubbing after final polishing step   | M.S.F. | 13.7500  | \$51.00    | \$701.25            | RSM23FAC<br>L, E, O&P P    |
| <b>03 - Concrete Total</b>             |   |        |          |            | <b>\$103,482.50</b> |                            |
| <b>Estimate Grand Total</b>            |   |        |          |            | <b>81,574.98</b>    |                            |

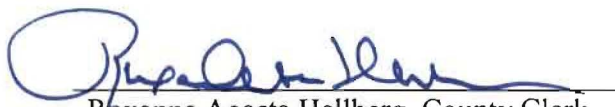


# **CONTRACT RENEWAL FOR IFB 23-072/MR** **TERM CONTRACT FOR LEGAL NOTICES FOR JEFFERSON** **COUNTY**

The County entered into a contract with Beaumont Enterprise for one (1) year, from January 30, 2024 to January 29, 2025, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its first one-year option to renew the contract for one (1) additional year from January 29, 2025 to January 28, 2026.

ATTEST:

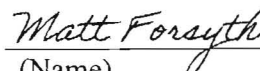
  
 Roxanne Acosta Hellberg, County Clerk  
 11/7/2025

JEFFERSON COUNTY, TEXAS

  
 Jeff Branick, County Judge



CONTRACTOR:  
 Beaumont Enterprise


  
 (Name)

**CONTRACT RENEWAL FOR IFB 23-072/MR  
TERM CONTRACT FOR LEGAL NOTICES FOR JEFFERSON  
COUNTY**

The County entered into a contract with the Port Arthur News for one (1) year, from January 30, 2024 to January 29, 2025, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its first one-year option to renew the contract for one (1) additional year from January 29, 2025 to January 28, 2026.

ATTEST:


  
Roxanne Acosta Hellberg, County Clerk  
11/2/2025

JEFFERSON COUNTY, TEXAS

  
Jeff Branick, County Judge



CONTRACTOR:  
Port Arthur News

  
(Name) 12/23/24  
(Pili Linres)

**CONTRACT RENEWAL FOR IFB 23-072/MR  
TERM CONTRACT FOR LEGAL NOTICES FOR JEFFERSON  
COUNTY**

The County entered into a contract with The Examiner for one (1) year, from January 30, 2024 to January 29, 2025, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its first one-year option to renew the contract for one (1) additional year from January 29, 2025 to January 28, 2026.

ATTEST:

  
\_\_\_\_\_  
Roxanne Acosta Hellberg, County Clerk  
1/2/2025

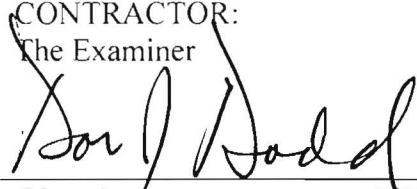
JEFFERSON COUNTY, TEXAS

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



CONTRACTOR:  
The Examiner

(Name)

  
\_\_\_\_\_  
DON J. DODD



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

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

**CONTRACT EXTENSION REQUEST**

December 4, 2024

Gulf Coast, a CRH Company  
 PO Box 20779

Beaumont, TX 77720

Attention: Jeremy Hemmings

Re: (IFB 19-056/YS), Term Contract for Gray Limestone (Commonly Referred to as 610 Base) for Jefferson County

Dear Mr. Hemmings,

Please be advised the above-referenced contract for Jefferson County will expire on **January 12, 2025**. It is requested that your company extend your current contract for an additional 90 days, to expire April 12, 2025.

Please sign the acknowledgment below to indicate your agreement and return to our office by Wednesday, December 18, 2024. Jefferson County appreciates your cooperation with this extension.

Best regards,

Sincerely,

*Deborah Clark*

Deborah L. Clark  
 Purchasing Agent  
 Jefferson County, Texas

DC: cg

Price Extension Received and Accepted: 12/12/2024  
Date

Project Number: IFB 19-056/YS

Contractor: Gulf Coast, a CRH Company

Signature: *Jeremy Hemmings*

Print Name and Title: Jeremy Hemmings Sales Manager

ATTEST:

**JEFFERSON COUNTY TEXAS**

*Roxanne Acosta Hellberg*  
 Roxanne Acosta Hellberg, County Clerk

*Jeff R. Bralick*  
 Jeff R. Bralick, County Judge

11/7/2025





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

1001 Pearl Street, 3<sup>rd</sup> Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

**AMENDMENT I TO CONTRACT**

December 19, 2024

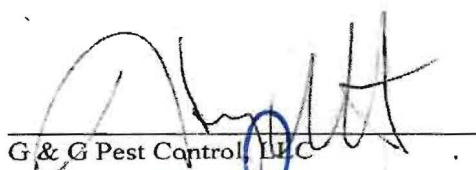
G & G Pest Control, LLC  
 301 S. Adams St.  
 Beeville, TX 78102  
 Attention: Henry Garrett

Dear Mr. Garrett:


This letter will serve as Amendment I (one) to contract IFB 22-040/MR, Termite Treatment for Jefferson County.

Amendment I (one) will add termite treatment for the Jefferson County Precinct 2 Service Center, located at 7759 Viterbo Rd., Beaumont, TX 77705 with initial treatment in the amount of \$2,817.75 and annual treatment in the amount of \$350.00 per year with a \$75.00 (per square foot) call out for additional service not included with annual service & inspection.

Please sign below, and return to me via fax (409) 835-8456 or E-Mail [cynthia.greene@jeffcotx.us](mailto:cynthia.greene@jeffcotx.us).


  
 G & G Pest Control, LLC

12-19-24  
 Date

  
 Jeff R. Branick  
 Jefferson County Judge

1-7-25  
 Date

ATTEST:

  
 Roxanne Acosta Hellberg  
 County Clerk, Jefferson County

1/7/2025  
 Date





## SERVICE ORDER

THIS SERVICE ORDER ("Service Order"), is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below) and is governed by and subject to the Spectrum Enterprise Commercial Terms of Service posted to the Spectrum Enterprise website, <https://enterprise.spectrum.com/> (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a "Service Agreement"). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

### Spectrum Enterprise Contact Information

Contact: Altoria Prince  
Telephone: 409-217-1760  
Email: [altoria.prince@charter.com](mailto:altoria.prince@charter.com)

### Customer Information

|  |                             |  |
|--|-----------------------------|--|
| Customer Name<br>JEFFERSON COUNTY (HQ)             |                             | Order #<br>14613858  |
| Address<br>1149 PEARL ST BEAUMONT TX 77701         |                             |  |
| Telephone<br>(409) 835-8466                        |                             | Email:<br><a href="mailto:jbranick@co.jefferson.tx.us">jbranick@co.jefferson.tx.us</a> |
| Contact Name<br>Jeff Branick                       | Telephone<br>(409) 835-8466 | Email:<br><a href="mailto:jbranick@co.jefferson.tx.us">jbranick@co.jefferson.tx.us</a> |
| Billing Address<br>1149 PEARL ST BEAUMONT TX 77701 |                             |  |
| Billing Contact Name<br>Deborah Syphrett-Clark     | Telephone<br>(409) 835-8599 | Email:<br><a href="mailto:syphrett@co.jefferson.tx.us">syphrett@co.jefferson.tx.us</a> |

### NEW AND REVISED SERVICES AT 1149 Pearl St , Beaumont TX 77701

| Service Description  | Order Term | Quantity | Monthly<br>Recurring<br>Charge(s) | Total Monthly<br>Recurring<br>Charge(s) |
|----------------------|------------|----------|-----------------------------------|---|
| Fiber Connect Deluxe | 60 Months  | 37       | \$8.00                            | \$296.00                                |
| Svc Charge-Per Rm    | 60 Months  | 37       | \$17.35                           | \$641.95                                |
| <b>TOTAL*</b>        |            |          |                                   | <b>\$937.95</b>                         |

### ONE TIME CHARGE(S) AT 1149 Pearl St , Beaumont TX 77701

| Service Description               | Quantity | One Time<br>Charge(s) | Total<br>One Time<br>Charge(s) |
|-----------------------------------|----------|-----------------------|--------------------------------|
| Installation Fee (NRC)            | 1        | \$1,500.00            | \$1,500.00                     |
| Demarc Wiring Service             | 1        | \$500.00              | \$500.00                       |
| Demarc Wiring Service - Promotion | 1        | (\$500.00)            | (\$500.00)                     |
| <b>TOTAL*</b>                     |          |                       | <b>\$1,500.00</b>              |



1. TOTAL CHARGE(S). TOTAL MONTHLY RECURRING CHARGES AND TOTAL ONE-TIME CHARGES ARE DUE IN ACCORDANCE WITH THE MONTHLY INVOICE.
2. TAXES. PLUS APPLICABLE TAXES, FEES, AND SURCHARGES AS PRESENTED ON THE RESPECTIVE INVOICE(S).
3. SPECIAL TERMS.

By signing below, the signatory represents they are duly authorized to execute this Service Order.

**CUSTOMER SIGNATURE**

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

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

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

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

ATTEST \_\_\_\_\_

DATE \_\_\_\_\_





"This page intentionally left blank."




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

---

1149 Pearl Street, Beaumont, TX 77701 Phone: 409-835-8593 Fax: 409-835-8456

**MEMORANDUM**

To: Commissioners' Court

From: Deborah Clark  
Purchasing Agent 

Date: January 7, 2025

Re: Disposal of Scrap Property

Consider and possibly approve disposal of surrendered license plates to be transported to a metal salvage company and there sold for such price as it may command and return funds to the County as outlined in Registration and Title Bulletin (RTB) #025-12.

Thank you.

**Jefferson County  
Tax Office**

# Memo

**To:** Deborah Clark, Purchasing Department  
**From:** Terry Wuenschel, Interim Tax Assessor-Collector  
**Date:** December 12, 2024  
**Re:** Recycling Vehicle License Plates

---

The Texas Department of Motor Vehicles encourages counties to recycle license plates surrendered in their offices as outlined in Registration and Title Bulletin (RTB) #025-12. In accordance with these guidelines, we give permission for surrendered license plates to be transported to a metal salvage company to destroy license plates received from our office.

Further instruction from the Texas Department of Motor Vehicles states any revenue generated as a part of the recycling of plates may be retained by the county. Please let me know if you need additional information.

TW/hs  
Attachment  
cc: Sylvia Moore

**Texas Department of Motor Vehicles**

HELPING TEXANS GO HELPING TEXAS GROW.

**April 28, 2015****Re: Recycling Vehicle License Plates****To Whom It May Concern:**

Transportation Code, Sec. 604.007 requires a customer receiving replacement license plates to surrender each plate in their possession unless they certify that it was lost or stolen. Texas Administrative Code, 217.285(c)(1), states that if the vehicle for which specialty plates are issued is currently registered, the owner must surrender the plates currently displayed on the vehicle before specialty plates may be issued. In addition, Transportation Code, Sec. 501.0275, requires a "Title Only" applicant to surrender any license plates issued to the vehicle.

This leaves a question of what the counties are to do with these surrendered license plates.

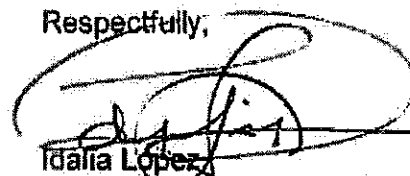
Until further notice, the Texas Department of Motor Vehicles encourages the counties to follow regulations outlined in Registration and Title Bulletin (RTB) #025-12. This RTB states that surrendered license plates must be made unusable, destroyed, or processed by a recycling facility. Since license plates are aluminum, we encourage recycling; however, deface the front of the plates with a permanent marker before delivering to a recycling center. If necessary, coordinate with your local TxDMV Regional Service Center to pick up plates that have been surrendered and cannot be recycled, destroyed or made unusable.

Note that surrendered Exempt plates are still to be submitted to your local TxDMV Regional Service Center.

Any revenue generated as a part of the recycling of plates may be retained by the county to be used as they deem fit.

If you have any questions, please contact our office at (409) 895-3200.

Respectfully,

  
Idalia Lopez  
Beaumont RSC, Supervisor



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

---

1149 Pearl Street, Beaumont, TX 77701 Phone: 409-835-8593 Fax: 409-835-8456

**MEMORANDUM**

To: Commissioners' Court

From: Deborah Clark  
Purchasing Agent

A handwritten signature in black ink, appearing to be "DC" or a stylized version of the name, is written over the printed name of the Purchasing Agent.

Date: January 7, 2025

Re: Disposal of Scrap Property

Consider and approve, execute, receive and file disposal of scrap metal property. Scrap property to be transported to a metal salvage company and there sold for such price as it may command and return funds to the County.

Thank you.



# JEFFERSON COUNTY PURCHASING DEPARTMENT

## Scrap DISPOSAL OF SALVAGE PROPERTY

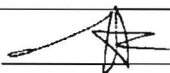
Date: 12/31/2024

Department: Airport

Contact Person: Mike Elg

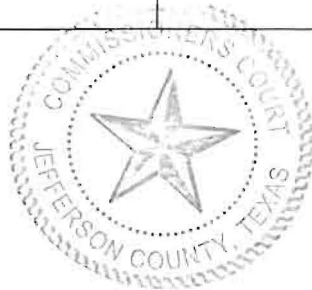
Phone: 409-719-4900

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

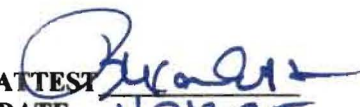
Department Head Approval: 

Approved in Com. Court: \_\_\_\_\_

| Description of Property       | Serial No. | Asset No. | Condition of Property |
|-------------------------------|------------|-----------|-----------------------|
| Misc metal items              | N/A        | N/A       | Poor                  |
| Old Drive Shft, Cyclone Fence | N/A        | N/A       | Broken                |
| Wheelchair                    | N/A        | N/A       | Broken                |
|                               |            |           |                       |
|                               |            |           |                       |
|                               |            |           |                       |
|                               |            |           |                       |
|                               |            |           |                       |



ATTEST  
DATE

  
1/7/2025

JEFFERSON COUNTY, TEXAS

  
Jeff Branch, County Judge

Jefferson County Courthouse  
1149 Pearl St., 4<sup>th</sup> Floor  
Beaumont, Texas 77701



Office (409) 835-8441  
China (409) 434-5430  
brandon.willis@jeffcotx.us

**BRANDON WILLIS**  
County Commissioner  
Precinct #1

### MEMORANDUM

**TO:** Rebekah Patin & Fran Lee, Auditing  
**FROM:** Lori Fountain, Pct. #1  
**DATE:** December 18, 2024  
**RE:** Funds Transfer – Agenda Item

|                       |                    |                                |            |            |
|-----------------------|--------------------|--------------------------------|------------|------------|
| Transfer from Acct. # | 111-0102-431.30-80 | Coverstone/Pre-Coat            |            | \$20,000 . |
| Transfer to Acct. #   | 111-0108-431.60-14 | Capital-Buildings & Structures | \$ 20,000. |            |

This transfer request is to cover the purchase of 2 new fuel dispensers due to damage caused to existing fuel dispensers during remediation. See attached quote #168057

Please add this to the agenda for next Commissioner's Court (January 7<sup>th</sup>).

Thank you,

Lori



715 Chamberlin Drive

Beaumont, Tx 77707

(409) 842 - 9301

TCEQ Contractor ID: CR0000076 [www.pumptex.com](http://www.pumptex.com)

Louisiana Contractor # 76068

TCEQ A/B License # US0002135

LDEQ IRC License # 94763

Robert Stelly [rstelly@pumptex.com](mailto:rstelly@pumptex.com) 337-488-6997 / Jay Ruth [jruth@pumptex.com](mailto:jruth@pumptex.com) 409-658-1858

Quote Date: 12/10/24 Quote # 168057 new fuel pumps

Customer: Jefferson County Precinct 1

Attn: Lori Fountain

20205 W. Hwy 90 China, TX 77613

Bill To: Jefferson County Auditor's Office

Attn: Deborah

1001 Pearl St, 3<sup>rd</sup> Floor

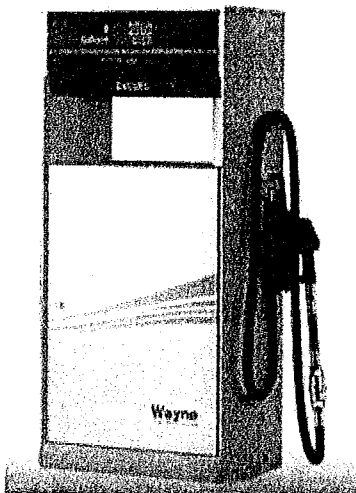
Beaumont, TX 77701

## SCOPE of WORK

- Arrive onsite check in with site personal isolate power to pumps
- Turn off ball valves for product lines
- Unwire, un-pipe 2 existing fuel pumps leave onsite or haul off and dispose
- (2) Wayne Select Fuel Pump Dispensers w/
  - \* Electronic Registration
  - \* Lane orientation i.e. hose cradle will be on front of pump not on side
  - \* Internal hose retractor
  - \* Backlit Six-Digit volume display
  - \* Enhanced Capacity up to 22 GPM
  - \* One pump will have Unleaded Product ID and the other Diesel Product ID
  - \* Painted Silver with choice of blue, green, silver, yellow, red, white lower doors
  - \* Compact pumping unit continuous duty 115/230 vac
  - \* Proportional Solenoid Valve
  - \* 1" discharge outlet
  - \* 1.5" product inlet
  - \* Pulse Output Board option for connection with Fuel Management System
  - \* Freight to Beaumont
  - \* Manufactured in Round Rock Texas
  - \* 1-year parts/labor warranty
- Furnish and install new ¾" Gasoline Hanging Hardware, OPW Auto Nozzle, Re-connectable break-away, swivel, 12' hose, 9" whip hose
- Furnish and install new 1" Diesel Hanging Hardware, OPW 7h Auto Nozzle, Re-connectable break-away, swivel, 12' hose, 9" whip hose



- Wire up pumps to existing PV200 Fuel Management System
- Power up pumps and program, purge meters and meter check calibration pour fuel dispensed back into tank
- Change purge filters with new water stop filters
- Install warning decals
- Train personal on operation of pump and how to call Wayne if a warranty issue needs to be addressed
- Commission pumps with manufacture



*Wayne Select Electronic Pumping Unit Fuel Dispenser  
Picture is not exact representation of model quoted*

#### TERMS-EXCLUSIONS

1. This quote is valid for 60 days
2. Re-use existing pump stands
3. Re-use existing electrical circuits (just installed)
4. NET Due 10 days upon completion
5. Any parts/services/equipment requested beyond this scope will require written customer approval

**\$19,990.10**

ACCEPTED: \_\_\_\_\_

DATE: \_\_\_\_\_

Jefferson County Courthouse  
1149 Pearl St., 4<sup>th</sup> Floor  
Beaumont, Texas 77701



Office (409) 835-8441  
China (409) 434-5430  
brandon.willis@jeffcotx.us

**BRANDON WILLIS**  
County Commissioner  
Precinct #1

### MEMORANDUM

**TO:** Rebekah Patin & Fran Lee, Auditing

**FROM:** Lori Fountain, Pct. #1

**DATE:** December 30, 2024

**RE:** Budget Transfer – Agenda Item

---

|                       |                    |                             |           |           |
|-----------------------|--------------------|-----------------------------|-----------|-----------|
| Transfer from Acct. # | 111-0102-431.30-99 | Miscellaneous Supplies      |           | \$1,380 . |
| Transfer to Acct. #   | 111-0109-431.60-02 | Capital- Computer Equipment | \$1,380 . |           |

This transfer request is to cover the purchase of a new laptop (old laptop cannot be repaired per MIS).

Thank you,

Lori



A quote for your consideration.

To retrieve this eQuote online, log in to your **Dell Premier Page** and search for your eQuote number under "Quotes" in the top menu bar.

Quote No.: 3000184342436  
 Total (USD): \$1,406.24  
 eQuote Name: Comm 1 - Ticket 19279  
 eQuote Creator: amy.serrant@jeffcotx.us  
 Quoted On: Dec. 19, 2024  
 Expires By: Jan. 18, 2025

Company Name: JEFFERSON COUNTY  
 Customer Number: 530018967807  
 Phone: 4098358593  
 Premier Page Name: Jefferson County

Contract Name: Texas Department of Information Resources (TX DIR)  
 Contract Code: C000000006841  
 Customer Agreement Number: TX DIR-TSO-3763

Billing Address:  
 JEFFERSON COUNTY  
 PAYABLE ACCOUNTS  
 1149 PEARL ST  
 STE 6TH  
 BEAUMONT , TX 77701-3634

#### Pricing Summary

|  | Qty | Unit Price   | Discounted<br>Unit Price | Subtotal   |
|--|-----|--------------|--------------------------|------------|
| 1. Latitude 5450 Non-Touch                           | 1   | \$3,187.00   | \$1,380.00               | \$1,380.00 |
| Premier discount                                     |     | - \$1,807.00 |                          |            |
| 2. Dell Essential 15 Inch Laptop Briefcase - ES1520C | 1   | \$31.24      | \$26.24                  | \$26.24    |
| Premier discount                                     |     | - \$5.00     |                          |            |
| Subtotal:  |     |              |                          | \$1,406.24 |
| Shipping:  |     |              |                          | \$0.00     |
| Estimated Tax:                                       |     |              |                          | \$0.00     |
| Total (USD):   |     |              |                          | \$1,406.24 |

**Shipping Address:**

JEFFERSON COUNTY MIS 6TH FLOOR  
 SERRANT AMY  
 1149 PEARL STREET  
 BEAUMONT, TX 77701

**Shipping Method:**

FREE Standard Delivery

**Product Details**

|    |  | Qty | Unit Price | Subtotal   |
|----|--|-----|------------|------------|
| 1. |  <b>Latitude 5450 Non-Touch<br/>(210-BMPS)</b><br>Order Code: rcrc1288351-8121390 | 1   | \$1,380.00 | \$1,380.00 |

| Module                                       | Description   | Product Code | SKU      | Qty |
|--|---|--------------|----------|-----|
| Base   | Dell Latitude 5450 XCTO BASE  | G1RFLA5      | 210-BMPS | 1   |
| Processor                                    | Intel® Core™ Ultra 5 135U, vPro® (12 MB cache, 12 cores, 14 threads, up to 4.4 GHz Turbo)   | GUK6IZY      | 379-BFPC | 1   |
| Operating System                             | Windows 11 Pro, English, Brazilian Portuguese, French, Spanish                              | G01OVWE      | 619-ARSB | 1   |
| Microsoft Office                             | Activate Your Microsoft 365 For A 30 Day Trial  | GC7OFJV      | 658-BCSB | 1   |
| Commercial and Enterprise Security Solutions | CrowdStrike Endpoint Protection Enterprise w Essential Support 1yr                          | GECBXJ0      | 634-CCLH | 1   |
| Base Options                                 | Intel® Core™ Ultra 5 135U vPro® processor with Integrated Intel® Graphics                   | G82F4UT      | 338-CNNG | 1   |
| Systems Management                           | Intel® vPro® Enterprise Technology Enabled  | GB7YXZF      | 631-BBTJ | 1   |
| Memory                                       | 16 GB: 1 x 16 GB, DDR5, 5600 MT/s (5200 MT/s with 13th Gen Intel® Core™ processors)         | GAMUL2T      | 370-BBTQ | 1   |
| Storage                                      | 256 GB, M.2 2230, TLC, Gen 4 PCIe NVMe, SSD   | GR5PCAV      | 400-BRGL | 1   |
| Displays                                     | 14.0", FHD 1920x1080, 60Hz, IPS, Non-Touch, AG, 250 nit, 45% NTSC, FHD Cam                  | G1RFD2O      | 391-BJGD | 1   |
| Keyboard                                     | English US backlit Copilot key keyboard, 79-key   | G4OPN8V      | 583-BLMY | 1   |
| Mouse  | No Mouse  | G8043UZ      | 570-AADK | 1   |
| Wireless Driver                              | Intel AX211 WLAN Driver   | G9NILGC      | 555-BKPM | 1   |
| Wireless                                     | Intel® Wi-Fi 6E (6 where 6E unavailable) AX211, 2x2, 802.11ax, Bluetooth® 5.3 wireless card | GA8TF6I      | 555-BKLQ | 1   |
| Mobile Broadband                             | No Mobile Broadband Card  | GR957IY      | 556-BBCD | 1   |
| Primary Battery                              | 3-cell, 54 Wh, ExpressCharge™ Capable, ExpressCharge™ Boost Capable                         | GI2ZVN4      | 451-BDGX | 1   |
| AC Adapter                                   | 65W AC adapter, USB Type-C, EcoDesign   | GHBR6U3      | 492-BDMN | 1   |
| PalmRest                                     | No Security   | GFUXS3I      | 346-BKMJ | 1   |
| Security Software                            | No anti-virus software  | GD4K19S      | 650-AAAM | 1   |
| Operating System Recovery Options            | OS-Windows Media Not Included   | GLA9OQ1      | 620-AALW | 1   |
| Power Cord                                   | E4 Power Cord 1M for US   | GC90V4B      | 537-BBDO | 1   |
| Setup and Guides                             | Latitude 5450 Quick Start Guide   | GLYEO2I      | 340-DMNG | 1   |

|                                   |  |          |   |   |
|-----------------------------------|--|----------|---|---|
| Resource Media                    | No Resource USB Media  | G5KFAU6  | 430-XXYG  | 1 |
| Documentation                     | Safety/Environment and Regulatory Guide (English/French Multi-language)    | G7RB0GY  | 340-AGIK  | 1 |
| ENERGY STAR                       | ENERGY STAR Qualified  | GFSJ2Q8  | 387-BBPC  | 1 |
| FGA Module                        | No FGA   | NOFGA    | 817-BBBB  | 1 |
| Non-Microsoft                     |  | GX3QS7G  |   | 1 |
| Application Software              | Dell Additional Software   |          | 658-BFQB  |   |
| Packaging                         | Mix Model 15/28W CPU + UMA + 65W ADPT                                      | G7STWZU  | 340-DPGF  | 1 |
| Processor Label                   | Intel® Core™ Ultra vPro Enterprise Label                                   | G1CHF32  | 389-FGSQ  | 1 |
| Transportation from ODM to region | Standard Shipment (VS)   | G1IR983  | 800-BBQK  | 1 |
| EAN POD label                     | No UPC/EAN Label   | G8WGTYN  | 389-BCGW  | 1 |
| Windows AutoPilot                 | No AutoPilot   | GYEO2AP  | 340-CKSZ  | 1 |
| Camera                            | FHD HDR RGB Camera, TNR, Camera Shutter, Microphone                        | GKZIM8N  | 319-BBKK  | 1 |
| EPEAT 2018                        | EPEAT 2018 Registered (Gold)   | GBU8CHM  | 379-BDZB  | 1 |
| Chassis Options                   | Latitude 5450 Bottom Door, U15   | GLXBQ6R  | 321-BKTY  | 1 |
| ICPS                              | Intel® Connectivity Performance Suite for Evo/vPro                         | GPTF6I1  | 640-BBTB  | 1 |
| Additional Optical                | No Removable CD/DVD Drive  | GDCPVR0  | 429-AATO  | 1 |
| Intel Responsiveness Technologies | Intel® Rapid Storage Technology Driver                                     | G0Q2GED  | 409-BCXT  | 1 |
| Additional System Options         | CFI,INFO,SWZL,NO UP,FT,FACT  | 26436435 | 364-9118  | 1 |
| Additional System Options         | CFI,ROUTING SKU  | 26436436 | 365-0257  | 1 |
| Additional System Options         | CS,CSTM,Image Load,RU,FACT   | 26436440 | 366-0147  | 1 |
| Additional System Options         | CFI,INFO,CLIENT,ONLY   | 26436441 | 371-0941  | 1 |
| Additional System Options         | CFI,INFO,CSR,ELIGIBLE,FACT   | 26436437 | 375-3088  | 1 |
| Additional System Options         | CFI,INFO,GPTBR,PART,DNR,FACT   | 26436438 | 376-6666  | 1 |
| Additional System Options         | CFI,INFO,DYNAMIC,IMAGEASSIST-SI,FACT                                       | 26436439 | 376-7610  | 1 |
| Additional System Options         | CFI,SW,GPT,IMG,GNRC,DMS,FACT   | 26436433 | 377-3166  | 1 |
| Additional System Options         | CFI,INFO,WIN 11 PRO,VLA,FACT   | 26436434 | 382-4439  | 1 |
| Additional System Options         | CFI,INFO,WIN11,UPDT,22H2,FACT  | 26436432 | 382-6357  | 1 |
| Standard Hardware                 | 5Y ProSupport Plus with ProSupport and AD and KYHD and Service Account Mgr | PPN5     | 997-8317,997-8366,997-8367,997-8392,997-8393,997-8394,997-8395,975-3461 | 1 |
| Support Service                   |  |          |   |   |

2.



**Dell Essential 15 Inch Laptop Briefcase - ES1520C**  
**(460-BCTK)**  
 Order Code: 460-BCTK

| Qty | Unit Price | Subtotal |
|-----|------------|----------|
| 1   | \$26.24    | \$26.24  |

| Module | Description | Product Code | SKU | Qty |
|--------|-------------|--------------|-----|-----|
|--------|-------------|--------------|-----|-----|

Dell Essential  
15 Inch Laptop  
Briefcase -  
ES1520C

1

460-BCTK

## Need Help?



We're here to answer any of your Order Support questions. Contact Us.

CONNECT WITH DELL:



## Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to [Tax\\_Department@dell.com](mailto:Tax_Department@dell.com) or [ARSalesTax@emc.com](mailto:ARSalesTax@emc.com), as applicable.

**Governing Terms:** This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at [www.dell.com/terms](http://www.dell.com/terms) or [www.dell.com/oomterms](http://www.dell.com/oomterms)), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

**Supplier Software Licenses and Services Descriptions:** Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on [www.Dell.com/leula](http://www.Dell.com/leula). Descriptions and terms for Supplier-branded standard services are stated at [www.dell.com/servicecontracts/global](http://www.dell.com/servicecontracts/global) or for certain infrastructure products at [www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.html](http://www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.html).

**Offer-Specific, Third Party and Program Specific Terms:** Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on [www.dell.com/offeringspecifictterms](http://www.dell.com/offeringspecifictterms) ("Offer Specific Terms").

**In case of Resale only:** Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

**In case of Financing only:** If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

## 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, Auditor  
FROM: Commissioner Everette Alfred  
DATE: December 18, 2024  
RE: Emulsion Storage Tanks

---

Please place this item on the Agenda for Tuesday, January 7, 2025:

Please move **\$200,000** from Contingency to the Precinct # 4 Budget for the purchase of two (2) Emulsion Storage Tanks for the Precinct # 4 Service Center.

Thank you.

EA/nr



## JEFFERSON COUNTY SHERIFF'S OFFICE

*Zena Stephens, Sheriff*

1001 Pearl Street, Suite 103

Beaumont, TX 77701

(409) 835-8411

**Donta Miller**

Chief of Law Enforcement

Donta.Miller@jeffcotx.us

**John Shaubarger**

Chief of Corrections

John.Shaubarger@jeffcotx.us

### Proposal to the Jefferson County Auditor's Office

**To:** Jefferson County Auditor's Office

**From:** Chief Donta Miller

**Subject:** Enhanced Security Staffing Plan for Jack Brooks Regional Airport

**Date:** December 6, 2024

#### Overview:

On August 28, 2024, Airport Manager Alex Rupp informed me via email of the immediate need for enhanced security measures at Jack Brooks Regional Airport. This requirement stems from the operation of larger aircraft at the airport, prompting the Transportation Security Administration (TSA) to mandate the presence of a law enforcement officer at the gate during passenger check-in times.

The specific times for coverage are as follows:

- **Morning Shift:** 4:30 AM – 6:30 AM
- **Afternoon Shift:** 12:30 PM – 2:30 PM
- **Days of Operation:** Seven days a week

#### Responsibilities of the Assigned Law Enforcement Officer:

1. **Terminal Security:** Patrolling and monitoring the passenger lobby to serve as a visible deterrent to potential threats.
2. **Baggage Screening Support:** Assisting TSA personnel with the inspection and screening of checked baggage to ensure compliance with federal regulations.
3. **Emergency Response:** Responding swiftly to security incidents or emergencies during passenger and baggage screening operations.

#### Current Challenge:

The timing of this requirement creates a challenge, as the FY 2024-2025 budget has already been approved. Meeting this need within the existing budget would require:



- Three full-time Deputies
- A Supervisor
- Uniforms and necessary equipment

Given these requirements, the Sheriff's Office must find a cost-effective solution without compromising our existing operational capabilities.

#### **Proposed Solution:**

To meet TSA's security requirements and address budget constraints, we propose the following plan:

- 1. Reclassification of an Existing Deputy Position:**
  - Elevate one current Deputy position to the rank of Lieutenant.
  - This Lieutenant will oversee three units, including the airport security detail.
- 2. Reallocation of Personnel (Sheriff's Office):**
  - Reorganize existing staff to provide the required airport security coverage. This will ensure compliance with TSA requirements without the immediate need for additional hires.
- 3. Budget Adjustment:**
  - Reflect the increased cost of upgrading the Deputy position in the FY 2024-2025 budget.

#### **Implementation and Future Planning:**

This proposal will address the immediate need for security coverage at Jack Brooks Regional Airport. If additional personnel or funding is required in the future, those needs will be discussed and evaluated during the FY 2025-2026 budget hearings.

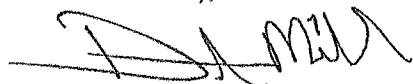
#### **Conclusion:**

This plan ensures compliance with federal security mandates while minimizing financial strain on the Sheriff's Office. Approval of this proposal will allow us to implement a sustainable solution to meet the airport's security needs effectively.

#### **Request for Approval:**

We respectfully request the Jefferson County Auditor's Office review and approve this plan to facilitate the necessary adjustments.

Sincerely,



Donta Miller  
Chief of Law Enforcement  
Jefferson County Sheriff's Office

Annual Salary \$ 93,980.02

Annual Increase \$ 31,942.14  
with benefits

Budget transfer

120-3059-421-1046 \$ 70,000

120-3059-421-1043

\$ 70,000



---

**Fw: vehicle quote**

---

**From** Fran Lee <Fran.Lee@jeffcotx.us>  
**Date** Mon 12/23/2024 10:49 AM  
**To** Rebekah Patin <Rebekah.Patin@jeffcotx.us>

1 attachment (46 KB)

JEFFERSON CO CONTS # 7 1 TAHOE JOE Z.xls;

Fran Lee  
County Auditor  
Jefferson County, Texas  
1149 Pearl Street 7<sup>th</sup> Floor  
Beaumont, Tx 77701  
Phone (409) 835-8500  
Fax (409) 839-2369

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**From:** Robert Adams <Robert.Adams@jeffcotx.us>  
**Sent:** Monday, December 23, 2024 10:06 AM  
**To:** Fran Lee <Fran.Lee@jeffcotx.us>  
**Subject:** Fw: vehicle quote

Good morning, and Thank you again, for all your help.  
Attached is the new Quote from Ken Durbin on the purchase of my new vehicle. (Chevy Tahoe) This quote shows to be \$4,268.00 more than the original quote I received back during budget time. Original Quote being \$48,698.00.  
Please transfer this amount to my Budget so we can close this deal. Thank you very much for your assistance.

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**From:** Joe Zurita <Joe.Zurita@jeffcotx.us>  
**Sent:** Monday, December 23, 2024 8:51 AM  
**To:** Robert Adams <Robert.Adams@jeffcotx.us>  
**Subject:** vehicle quote

Good morning, Bobby, sorry this took so long to get back to you. Here is an updated quote for a new Tahoe.

*Joe Zurita*  
*Director Of Jefferson County Service Center*

**BUYBOARD # 521-16**  
**Vehicles and Heavy Duty Trucks**  
**PRODUCT PRICING SUMMARY BASED ON CONTRACT**  
**VENDOR: SILSBEE FORD & SILSBEE TOYOTA**  
**1211 U.S. HWY 96N**  
**SILSBEE, TX 77656**

End User: JEFFERSON COUNTY CONS. # 7Silsbee Rep: KEN DURBINContact: DONTA MILLER MO # 284-1082Phone/email: KDURBIN.COWBOYFLEET@GMAPhone/email: DONTA.MILLER@JEFFCOTX.USDate: Monday, December 23, 2024Product Description: CHEVROLET TAHOEA. Bid Series: 10A. Base Price: \$ 32,089.00

B. Published Options [Itemize each below]

| Code                           | Options                       | Bid Price   | Code | Options              | Bid Price   |
|--------------------------------|-------------------------------|-------------|------|----------------------|-------------|
| 1                              | CHEVROLET TAHOE PPV           | \$ 8,845.00 |      | BLACK EXT / GRAY INT |             |
| 1                              | 5.3L V-8 GAS ENGINE           |             |      |                      |             |
|                                | POWER GROUP / WINDOWS & LOCKS |             |      | CUSTOMER PICK UP     |             |
|                                | REAR VIEW CAMERA              |             |      |                      |             |
|                                | BLUE TOOTH                    |             |      |                      |             |
|                                | REVERSE SENSING               |             |      |                      |             |
|                                | REMOTE START                  |             |      |                      |             |
|                                | RUNNING BOARDS                |             |      |                      |             |
|                                |                               |             |      |                      |             |
|                                |                               |             |      |                      |             |
|                                |                               |             |      |                      |             |
| Total of B. Published Options: |                               |             |      |                      | \$ 8,845.00 |

C. Unpublished Options [Itemize each below, not to exceed 25%]

\$= 30.7 %

| Options                          | Bid Price    | Options | Bid Price    |
|----------------------------------|--------------|---------|--------------|
| RADIO SUPPERSSION PKG.           | \$ 125.00    |         |              |
| 2025 MODEL UPGRADE               | \$ 12,150.00 |         |              |
| TINT WINDOWS LEGAL               | \$ 299.00    |         |              |
|                                  |              |         |              |
|                                  |              |         |              |
|                                  |              |         |              |
| Total of C. Unpublished Options: |              |         | \$ 12,574.00 |

D. Pre-delivery Inspection:

\$ -

E. Texas State Inspection:

\$ -

F. Manufacturer Destination/Delivery:

\$ -

G. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ 445.75

H. Lot Insurance (for in-stock and/or equipped vehicles):

\$ 111.45

I. Contract Price Adjustment:

J. Additional Delivery Charge: 0 miles

\$ -

K. Subtotal:

\$ 54,065.20

L. Quantity Ordered 1 x K=

\$ 54,065.20

M. Trade in: 2014 FORD 1FM5K8AR7EGA91810 MILES 144,055

\$ (1,500.00)

N. BUYBOARD Administrative Fee (\$400 per purchase order)

\$ 400.00

O. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE

\$ 52,965.20

**Budget for Title IV-E  
County Child Welfare Services Contract**

**CWIVE Summary**

Please select your County and Budget Effective Date from drop down boxes below.

County: JEFFERSON COUNTY

Contract Number: HHS000285000032

Budget Effective Date: 10/1/2024-9/30/2025

| Cost Category   | Estimated Total<br>Expenses<br>Allocable to<br>Title IV-E | Total<br>Anticipated<br>Federal<br>Reimbursement | Total<br>Anticipated<br>County<br>Match |
|---|---|--|---|
| <b>A. Administration</b>                              |   |  |   |
| A.1. Direct Personnel Salaries                        | \$0.00  | \$0.00   | \$0.00                                  |
| A.2. Direct Personnel Fringe Benefits                 | \$0.00  | \$0.00   | \$0.00                                  |
| A.3. Direct Personnel Travel                          | \$0.00  | \$0.00   | \$0.00                                  |
| A.4. Direct Materials and Supplies                    | \$1,500.00  | \$246.16   | \$1,253.84                              |
| A.5. Direct Equipment                                 | \$0.00  | \$0.00   | \$0.00                                  |
| A.6. Direct Other Costs                               | \$9,200.00  | \$1,509.77                                       | \$7,690.23                              |
| <b>Total Administration:</b>                          | <b>\$10,700.00</b>  | <b>\$1,755.92</b>                                | <b>\$8,944.08</b>                       |
| <b>B. Training</b>                                    |   |  |   |
| B.1. Title IV-E Training (75%)                        | \$0.00  | \$0.00   | \$0.00                                  |
| B.2. Title IV-E Fostering Connections Training (75%)  | \$0.00  | \$0.00   | \$0.00                                  |
| B.3. Non-Title IV-E Training (50%)                    | \$0.00  | \$0.00   | \$0.00                                  |
| <b>Total Training:</b>                                | <b>\$0.00</b>   | <b>\$0.00</b>                                    | <b>\$0.00</b>                           |
| <b>C. Supplemental Foster Care Maintenance (SFCM)</b> |   |  |   |
| <b>Total SFCM:</b>                                    | <b>\$33,000.00</b>  | <b>\$20,344.50</b>                               | <b>\$12,655.50</b>                      |
| <b>D. Indirect Costs (if applicable)</b>              |   |  |   |
| <b>Total Indirect Costs:</b>                          | \$0.00  | \$0.00   | \$0.00                                  |
| <b>Grand Total:</b>                                   | <b>\$43,700.00</b>  | <b>\$22,100.42</b>                               | <b>\$21,599.58</b>                      |

|  |               |
|--|---------------|
| * Estimated Federal Reimbursement for expenses based on Eligible Population Rate (EPR) during 2nd quarter of the preceding fiscal year. Actual reimbursement will be based on EPR in effect for the county during the month in which expenses were                                   | <b>32.82%</b> |
| * Estimated Federal Reimbursement for Supplemental Foster Care Maintenance expenses based on Federal Medicaid Assistance Percentage (FMAP) rate in effect during preceding fiscal year. Actual reimbursement will be based on FMAP rate in effect at the time reimbursement is made. | <b>61.65%</b> |
| Indirect Cost Rate, if applicable (attach a copy of the approved Certificate of Indirect Costs):   | <b>0.00%</b>  |

**Contractor Certification**

Signature

Date

Jeff R. Branick, County Judge

Printed Name & Title

# **Budget for Title IV-E County Child Welfare Services Contract**

## **Administration A.1 Direct Personnel Salaries**

**County:** JEFFERSON COUNTY  
**Contract Number:** HHS000285000032  
**Budget Effective Date:** 10/1/2024-9/30/2025

| Position or Title                       | Monthly Salary | % of Time<br>Spent on IV-E<br>Activities | Number of<br>Months of<br>Service | Estimated Total<br>Expense*<br>(AxBxC) |
|---|----------------|--|-----------------------------------|--|
|   |                |  |                                   | \$0.00                                 |
|   |                |  |                                   | \$0.00                                 |
|   |                |  |                                   | \$0.00                                 |
|   |                |  |                                   | \$0.00                                 |
|   |                |  |                                   | \$0.00                                 |
|   |                |  |                                   | \$0.00                                 |
|   |                |  |                                   | \$0.00                                 |
|   |                |  |                                   | \$0.00                                 |
|   |                |  |                                   | \$0.00                                 |
|   |                |  |                                   | \$0.00                                 |
|   |                |  |                                   | \$0.00                                 |
|   |                |  |                                   | \$0.00                                 |
|   |                |  |                                   | \$0.00                                 |
|   |                |  |                                   | \$0.00                                 |
|   |                |  |                                   | \$0.00                                 |
| <b>Total Direct Personnel Salaries:</b> |                |  |                                   | <b>\$0.00</b>                          |

**Budget for Title IV-E  
County Child Welfare Services Contract**

Form 2030 CWIVE  
Last Updated December 2021

## Administration

### A.2. Direct Personnel Fringe Benefits

**County:** JEFFERSON COUNT

**Contract Number:** HHS000285000032

**Budget Effective Date:** 10/1/2024-9/30/2025

| Type of Fringe Benefits                        | Estimated Total Expense* |
|--|--------------------------|
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| <b>Total Direct Personnel Fringe Benefits:</b> | <b>\$0.00</b>            |

# **Budget for Title IV-E** **County Child Welfare Services Contract**

Form 2030 CWIVE  
Last Updated December 2021

## **Administration**

### **A.3. Direct Personnel Travel**

**County:** JEFFERSON COUNTY

**Contract Number:** HHS000285000032

**Budget Effective Date:** 10/1/2024-9/30/2025

| <b>Type of Travel Expense</b><br>Note: only include travel NOT related to<br>personnel training | <b>Estimated<br/>Total Expense*</b> |
|---|-------------------------------------|
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| <b>Total Direct Personnel Travel:</b>   | <b>\$0.00</b>                       |

# **Budget for Title IV-E** **County Child Welfare Services Contract**

## **Administration** **A.4. Direct Materials and Supplies**

**County:** JEFFERSON COUNT  
**Contract Number:** HHS000285000032  
**Budget Effective Date:** 10/1/2024-9/30/2025

| Materials and Supplies<br>(description)     | Estimated<br>Total Expense* |
|---|-----------------------------|
| Recruitment materials and supplies          | \$500.00                    |
| Overhead expenses                           | \$500.00                    |
| General office supplies                     | \$500.00                    |
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|   |                             |
| <b>Total Direct Materials and Supplies:</b> | <b>\$1,500.00</b>           |



# **Budget for Title IV-E County Child Welfare Services Contract**

**Administration**  
**A.5. Direct Equipment**

**County:** JEFFERSON COUNTY

**Contract Number:** HHS000285000032

**Budget Effective Date:** 10/1/2024-9/30/2025

| Equipment<br>(description)     | Method Used<br>(rent/lease/ purchase) | Estimated<br>Total Expense* |
|--------------------------------|---------------------------------------|-----------------------------|
|                                |                                       |                             |
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|                                |                                       |                             |
| <b>Total Direct Equipment:</b> |                                       | <b>\$0.00</b>               |

# **Budget for Title IV-E County Child Welfare Services Contract**

## **Administration** **A.6. Direct Other Costs**

**County:** JEFFERSON COUNTY

**Contract Number:** HHS000285000032

**Budget Effective Date:** 10/1/2024-9/30/2025

| Other Costs<br>(description)            | Estimated<br>Total Expense* |
|---|-----------------------------|
| Storage room rental                     | \$7,200.00                  |
| Citations                               | \$500.00                    |
| Birth certificates                      | \$500.00                    |
| Resources books and publications        | \$500.00                    |
| Film & Photo Processing & Related Costs | \$500.00                    |
|   |                             |
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|   |                             |
| <b>Total Other Costs:</b>               | <b>\$9,200.00</b>           |

**Budget for Title IV-E  
County Child Welfare Services Contract**

Form 2030 CWIVE  
Last Updated December 2021

## Training

### B.1. Title IV-E Training (75%)

**County:** JEFFERSON COUNTY

**Contract Number:** HHS000285000032

**Budget Effective Date:** 10/1/2024-9/30/2025

[illegible]

\* estimated amount allocable to Title IV-E

**NOTE: Form 9321 Training Expense Documentation Form must be submitted to DFPS for review/approval by Federal Funds prior to training.**

**Budget for Title IV-E  
County Child Welfare Services Contract**

Form 2030 CWIVE  
Last Updated December 2021

## Training

## B.2. Title IV-E Fostering Connections Training (75%)

**County:** JEFFERSON COUNTY

**Contract Number:** HHS000285000032

**Budget Effective Date:** 10/1/2024-9/30/2025

[illegible]

**Budget for Title IV-E  
County Child Welfare Services Contract**

Form 2030 CWIVE  
Last Updated December 2021

### B.3. Non-Title IV-E Training (50%)

**County:** JEFFERSON COUNTY

**Contract Number:** HHS000285000032

**Budget Effective Date:** 10/1/2024-9/30/2025

[illegible]

**Budget for Title IV-E  
County Child Welfare Services Contract**

Form 2030 CWIVE  
Last Updated December 2021

**Supplemental Foster Care Maintenance (SFCM)**

**County:** JEFFERSON COUNT

**Contract Number:** HHS000285000032

**Budget Effective Date:** 10/1/2024-9/30/2025

| Supplemental FC Maintenance<br>(description) | Estimated<br>Total Expense* |
|--|-----------------------------|
| Daycare                                      | \$1,000.00                  |
| Gifts  | \$25,000.00                 |
| Graduation Expenses                          | \$1,500.00                  |
| Personal Items                               | \$3,500.00                  |
| School Supplies                              | \$1,000.00                  |
| Reasonable Child Specific Travel             | \$1,000.00                  |
|  |                             |
| <b>Total SFCM Costs:</b>                     | <b>\$33,000.00</b>          |

**Budget for Title IV-E****Budget Narrative****County:** JEFFERSON COUNTY**Contract Number:** HHS000285000032**Budget Effective Date:** 10/1/2024-9/30/2025

characters, you will have to either manually insert a return at the end of each line (Alt-Enter) or go to the next row/cell below to type the remaining text.

Clearly describe each expense to be incurred and billed to this contract. Refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.

[http://www.dfps.state.tx.us/handbooks/Title\\_IV\\_E\\_County/default.asp](http://www.dfps.state.tx.us/handbooks/Title_IV_E_County/default.asp)

**A. Administration**

A.1. Direct Personnel Salaries

A.2. Direct Personnel Fringe Benefits

A.3. Direct Personnel Travel

A.4. Direct Materials and Supplies

**Includes supplies for recruitment of foster home; public/community awareness expenses related to recruitment of foster homes; office supplies for record keeping and DFPS files; and overhead expenses including, but not limited to, stationery, postage, and banking**

A.5. Direct Equipment

A.6. Direct Other Costs

**Includes citation by publication, costs of documentation to establish identity (birth certificates); resource books and publications for DFPS eligibility and guidelines; film for documentation and records of DFPS cases; and storage room rental to store supplies for Title IV-E events**

**B. Training**

**Budget for Title IV-E  
County Child Welfare Services Contract**

B.1. Title IV-E Training (75%)

B.2. Title IV-E Fostering Connections Training (75%)

B.3. Non-Title IV-E Training (50%)

***C. Supplemental Foster Care Maintenance (SFCM)***

Includes daycare, gifts, graduation expenses, personal items, school supplies, and reasonable travel provided for the child to visit parents, siblings, relatives, or other caretakers at home or other appropriate location.

***D. Indirect Costs (if applicable)***



**Budget for Title IV-E  
County Legal Services Contract**

**CLIVE-IR Summary**

**Please select your County and Budget Effective Date from drop down boxes below.**

**County:** JEFFERSON COUNTY

**Contract Number:** HHS000285100022

**Budget Effective Date:** 10/1/2024-9/30/2025

| Cost Category  | Estimated Total<br>Expenses<br>Allocable to<br>Title IV-E | Total Anticipated<br>Federal<br>Reimbursement* | Total<br>Anticipated<br>County<br>Match |
|--|---|--|---|
| <b>A. IR Administration</b>                          |   |  |   |
| A.1. Direct Personnel Salaries                       | \$402,300.97  | \$68,051.22                                    | \$334,249.75                            |
| A.2. Direct Personnel Fringe Benefits                | \$185,184.82  | \$31,324.94                                    | \$153,859.88                            |
| A.3. Direct Personnel Travel                         | \$0.00  | \$0.00   | \$0.00                                  |
| A.4. Direct Materials and Supplies                   | \$5,470.00  | \$925.28                                       | \$4,544.72                              |
| A.5. Direct Equipment                                | \$16,400.00   | \$2,774.14                                     | \$13,625.86                             |
| A.6. Direct Other Costs                              | \$517,650.00  | \$87,563.09                                    | \$430,086.91                            |
| <b>Total Administration</b>                          | <b>\$1,127,005.79</b>                                     | <b>\$190,638.66</b>                            | <b>\$936,367.13</b>                     |
| <b>B. IR Training</b>                                |   |  |   |
| B.1. Title IV-E Training (75%)                       | \$19,143.75   | \$4,857.39                                     | \$14,286.36                             |
| B.2. Title IV-E Fostering Connections Training (75%) | \$0.00  | \$0.00   | \$0.00                                  |
| B.3. Non-Title IV-E Training (50%)                   | \$0.00  | \$0.00   | \$0.00                                  |
| <b>Total Training</b>                                | <b>\$19,143.75</b>  | <b>\$4,857.39</b>                              | <b>\$14,286.36</b>                      |
| <b>C. IR Indirect Costs (if applicable)</b>          |   |  |   |
| <b>Total Indirect Costs</b>                          | <b>\$0.00</b>   | <b>\$0.00</b>                                  | <b>\$0.00</b>                           |
|  |   |  |   |
|  |   |  |   |
| <b>Grand Total</b>                                   | <b>\$1,146,149.54</b>                                     | <b>\$195,496.06</b>                            | <b>\$950,653.49</b>                     |

\*Estimated Federal Reimbursement for expenses based on Eligible Population Rate (EPR) during 2nd quarter of the preceding fiscal year. Actual reimbursement will be based on EPR in effect for the county during the month in which expenses were incurred.

**33.83%**

Indirect Cost Rate, if applicable (attach a copy of the approved Certificate of Indirect Costs):

**0.00%**

**Contractor Certification**

Signature

Date

Jeff R. Branick, County Judge

Printed Name & Title

# Budget for Title IV-E County Legal Services Contract

Form 2030 CLIVE PR  
Last Updated November 2020

## Administration A.1. Direct Personnel Salaries

**County:** JEFFERSON COUNTY  
**Contract Number:** HHS000285100022  
**Budget Effective Date:** 10/1/2024-9/30/2025

| Position or Title                       | Monthly Salary | % of Time<br>Spent on IV-E<br>Activities | Number of<br>Months of<br>Service | Estimated Total<br>Expense*<br>(BxCxD) |
|---|----------------|--|-----------------------------------|--|
| Chief Assistant District Attorney-King  | \$13,615.73    | 100%                                     | 12                                | \$163,388.76                           |
| Assistant District Attorney-Nelson      | \$11,371.60    | 10%                                      | 12                                | \$13,645.92                            |
| Assistant District Attorney-Brister     | \$8,826.45     | 100%                                     | 12                                | \$105,917.40                           |
| Senior Secretary-Jones                  | \$4,881.61     | 10%                                      | 12                                | \$5,857.93                             |
| Senior Secretary-Schild                 | \$4,894.11     | 100%                                     | 12                                | \$58,729.32                            |
| Senior Secretary-Albanese               | \$4,563.47     | 100%                                     | 12                                | \$54,761.64                            |
|   |                |  |                                   | \$0.00                                 |
|   |                |  |                                   | \$0.00                                 |
|   |                |  |                                   | \$0.00                                 |
|   |                |  |                                   | \$0.00                                 |
|   |                |  |                                   | \$0.00                                 |
|   |                |  |                                   | \$0.00                                 |
|   |                |  |                                   | \$0.00                                 |
| <b>Total Direct Personnel Salaries:</b> |                |  |                                   | <b>\$402,300.97</b>                    |

# **Budget for Title IV-E County Legal Services Contract**

## **A.2. Direct Personnel Fringe Benefits**

**County:** JEFFERSON COUNTY

**Contract Number:** HHS000285100022

**Budget Effective Date:** 10/1/2024-9/30/2025

| Type of Fringe Benefits                        | Estimated<br>Total Expense* |
|--|-----------------------------|
| Retirement                                     | \$82,109.02                 |
| FICA   | \$24,942.66                 |
| Medicare                                       | \$5,833.37                  |
| Health Insurance                               | \$70,517.27                 |
| Life Insurance                                 | \$680.68                    |
| Dental Insurance                               | \$1,101.82                  |
|  |                             |
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|  |                             |
|  |                             |
| <b>Total Direct Personnel Fringe Benefits:</b> | <b>\$185,184.82</b>         |

\*estimated total cost for Title IV-E related activities

Refer to Title IV-E Financial Handbook for additional information:

Texas Dept. of Family  
and Protective Services

# **Budget for Title IV-E County Legal Services Contract**

Form 2030 CLIVE PR  
Last Updated November 2020

|  |
|--|
| <b>Administration</b><br><b>A.3. Direct Personnel Travel</b> |
|--|

**County:** JEFFERSON COUNT  
**Contract Number:** HHS000285100022  
**Budget Effective Date:** 10/1/2024-9/30/2025

| Type of Travel Expense<br>Note: only include travel NOT related to personnel | Estimated<br>Total Expense* |
|--|-----------------------------|
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|  |                             |
| <b>Total Direct Personnel Travel:</b>  | <b>\$0.00</b>               |

Texas Dept. of Family  
and Protective Services

# **Budget for Title IV-E County Legal Services Contract**

Form 2030 CLIVE PR  
Last Updated November 2020

## **Administration** **A.4. Direct Materials and Supplies**

**County:** JEFFERSON COUN

**Contract Number:** HHS000285100022

**Budget Effective Date:** 10/1/2024-9/30/2025

| Materials and Supplies<br>(description)     | Estimated<br>Total Expense* |
|---|-----------------------------|
| General Office Supplies                     | \$5,470.00                  |
|   |                             |
|   |                             |
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|   |                             |
| <b>Total Direct Materials and Supplies:</b> | <b>\$5,470.00</b>           |

# **Budget for Title IV-E County Legal Services Contract**

## **Administration** **A.5. Direct Equipment**

County: JEFFERSON COUNTY  
 Contract Number: HHS000285100022  
 Budget Effective Date: 10/1/2024-9/30/2025

| Equipment<br>(description)                                  | Method Used<br>(rent/lease/<br>purchase) | Estimated<br>Total Expense* |
|---|--|-----------------------------|
| Computer Laser Jet Printer                                  | Purchase                                 | \$4,800.00                  |
| Computer Monitor  | Purchase                                 | \$1,600.00                  |
| Computer & Laptop Computer and Accessories with<br>Software | Purchase                                 | \$10,000.00                 |
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|   |  |                             |
| <b>Total Direct Equipment:</b>                              |  | <b>\$16,400.00</b>          |

**Budget for Title IV-E  
County Legal Services Contract**

Form 2030 CLIVE PR  
Last Updated November 2020

### Administration

#### A.6. Direct Other Costs

**County:** JEFFERSON COUNT

**Contract Number: HHS000285100022**

**Budget Effective Date:** 10/1/2024-9/30/2025

| Other Costs<br>(description)  | Estimated<br>Total Expense* |
|---|-----------------------------|
| Postage   | \$15,000.00                 |
| Software Licenses   | \$650.00                    |
| CPS HOT DOC Software Program  | \$2,000.00                  |
| Court Appointed Independent Legal Representation of Parents<br>and Children | \$500,000.00                |
|   |                             |
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|   |                             |
|   |                             |
|   |                             |
| <b>Total Other Costs:</b>   | <b>\$517,650.00</b>         |

Form 2030 CLIVE PR  
Last Updated November 2020

|                               |                            |
|-------------------------------|----------------------------|
| <b>County:</b>                | <b>JEFFERSON COUNTY</b>    |
| <b>Contract Number:</b>       | <b>HHS000285100022</b>     |
| <b>Budget Effective Date:</b> | <b>10/1/2024-9/30/2025</b> |

[illegible]



Form 2030 CLIVE PR  
Last Updated November 2020

## B.2. Title IV-E Fostering Connections Training (75%)

**Budget Effective Date:** 10/1/2024-9/30/2025

[illegible]

Form 2030 CLIVE PR  
Last Updated November 2020

**County:** JEFFERSON COUNTY  
**Contract Number:** HHS000285100022  
**Budget Effective Date:** 10/1/2024-9/30/2025

[illegible]

**Budget for Title IV-E  
County Legal Services Contract**Form 2030 CLIVE PR  
Last Updated November 2020**Budget Narrative****County:** JEFFERSON COUNTY**Contract Number:** HHS000285100022**Budget Effective Date:** 10/1/2024-9/30/2025

**Note:** Each cell is limited to 1024 characters in order for word wrap to function properly. If you need to type more than 1024 characters, you will have to either manually insert a return at the end of each line (Alt-Enter) or go to the next row/cell below to type

Clearly describe each expense to be incurred and billed to this contract, including justification for expense related to Independent Representation.

Refer to Title IV-E Financial Handbook for additional information:

[http://www.dfps.state.tx.us/handbooks/Title\\_IV\\_E\\_County/default.asp](http://www.dfps.state.tx.us/handbooks/Title_IV_E_County/default.asp)

**A. Administration****A.1. Direct Personnel Salaries**

**Budget for Title IV-E  
County Legal Services Contract**

Chief Assistant District Attorney, Randi King: Ms. King is the chief prosecutor in the family law division. She represents the Texas Department of Family and Protective services in cases filed in Jefferson County. Ms. King provides legal advice to the department prior to and throughout legal action, handles the filing of CPS lawsuits ranging from suits affecting parent child relationship to orders to cooperate, and handles court appearances, court preparation, discovery and trials in these cases. Other duties include attending various meetings on CPS related matters and assisting with training. She estimates that approximately 100% of her time is allocable to CPS/Title IV-E activities. She is a full-time salaried employee. She will certify CPS related time on a monthly basis.

Assistant District Attorney, John Nelson: Mr. Nelson represents the Texas Department of Family and Protective services in cases filed in Jefferson County. Mr. Nelson provides legal advice to the department prior to and throughout legal action, handles the filing of CPS lawsuits ranging from suits affecting parent child relationship to orders to cooperate, and handles court appearances, court preparation, discovery and trials in these cases. Other duties include attending various meetings on CPS related matters and assisting with training. He estimates that approximately 10% of his time is allocable to CPS/Title IV-E activities. He is a full-time salaried employee and will certify CPS related time on a monthly basis.

Assistant District Attorney, Michelle Brister: Ms. Brister represents the Texas Department of Family and Protective services in cases filed in Jefferson County. Ms. Brister provides legal advice to the department prior to and throughout legal action, handles the filing of CPS lawsuits ranging from suits affecting parent child relationship to orders to cooperate, and handles court appearances, court preparation, discovery and trials in these cases. Other duties include attending various meetings on CPS related matters and assisting with training. She estimates that approximately 100% of her time is allocable to CPS/Title IV-E activities. She is a full-time salaried employee and will certify CPS related time on a monthly basis.

Senior Secretary, Beth Jones: Ms. Jones provides clerical assistance to Randi King and Michelle Brister, including activities such as preparing paperwork for the filing of lawsuits, preparing orders, coordinating service of process, providing proper notice to parties, locating witnesses and records, and general paralegal services. She estimates that approximately 10% of her time is allocable to CPS/Title IV-E activities. She is a full-time salaried employee and will certify CPS related time on a monthly basis.

Senior Secretary, Shannon Schild: Ms. Schild provides clerical assistance to Ms. King, including activities such as preparing paperwork for the filing of lawsuits, preparing orders, coordinating service of process, providing proper notice to parties, locating witnesses and records, and general paralegal services. She estimates that approximately 100% of her time is allocable to CPS/Title IV-E activities. She is a full-time salaried employee and will certify CPS related time on a monthly basis.

Senior Secretary, Brittany Albanese: Ms. Albanese provides clerical assistance to Randi King and Michelle Brister, including activities such as preparing paperwork for the filing of lawsuits, preparing orders, coordinating service of process, providing proper

**A.2. Direct Personnel Fringe Benefits**

**Budget for Title IV-E  
County Legal Services Contract**

fringe benefits consist of all non salary items that are paid on behalf of employees by the county. Fringe costs are allocated to each employee in accordance with the percentage of time that each employee is allocated to Title IV-E allowable activities.

These benefits are paid at the rates adopted by the Commissioners' Court of the County and consist of:

- ♦ FICA at 6.20% of gross salary per month (all employees)
- ♦ Medicare at 1.45% of gross salary per month (all employees)
- ♦ Retirement at 20.41% of gross salary per month (all employees)
- ♦ Health insurance (per \*pay period):
  - o J. Nelson – Family Coverage at \$753.64
  - o R. King, B.Jones, S. Schild - Employee & Spouse Coverage at \$674.60
  - o B. Albanese, M. Brister – Employee & Child Coverage at \$610.09
- ♦ Dental insurance at \$10.09 per person per \*pay period (all employees)
- ♦ Life insurance (varies according to age and gross salary) per \*pay period:
  - o B. Jones – estimated \$3.91
  - o S. Schild – estimated \$6.00
  - o J. Nelson – estimated \$7.39
  - o R. King – estimated \$7.39
  - o B. Albanese – estimated \$3.62
  - o M. Brister – estimated \$6.65

If, in any event, staff work less than the estimated percentage of time, actual time worked will be billed to the Title IV-E contract. No other direct or indirect expenditures are contained in this budget.

#### A.3. Direct Personnel Travel

None anticipated at this time.

#### A.4. Direct Materials and Supplies

**Budget for Title IV-E  
County Legal Services Contract**

- ◆ General Offices Supplies (as detailed below).
- ◆ Ink toner used for printing of CPS case documents and communications.
- ◆ Folders used to store and file documentation related to CPS cases.
- ◆ White envelopes used to send and receive documentation related to CPS cases.
- ◆ Sharpie Marks-a-Lot pens for case file paperwork and labeling case files.
- ◆ Post-It Tabs for separating documents in case files maintained.
- ◆ Scotch tape.
- ◆ Pens.
- ◆ Manilla File Folders used for filing CPS case documents.
- ◆ Staples.
- ◆ White Out - Correction Fluid.
- ◆ Highlighters for Documents.

**Budget for Title IV-E  
County Legal Services Contract****A.5. Direct Equipment**

- ♦ Monitor to replace obsolete equipment.
- ♦ Printer to replace obsolete equipment.
- ♦ Computer and Laptop Computer with Software and Accessories to replace obsolete equipment. Used to prepare documents and send communications regarding CPS cases.

**A.6. Direct Other Costs**

- ♦ Postage expenses for mailing Title IV-E related case materials and correspondence via United States Postal Service and/or overnight carriers. Estimated average of \$1,250 per month.
- ♦ Software licensing for computer software used to prepare legal documentation for CPS cases.
- ♦ Software licensing for computer anti-virus software used to protect all CPS computers.
- ♦ Attorney fees for court-appointed independent legal representation of parents and children in CPS cases.

***B. Training*****B.1. Title IV-E Training (75%)**

Two employees to attend Crimes Against Children conference. Two employees to attend the Texas District and County Attorneys Association Conference (TDCAA) update. One employee to attend the Texas Advanced Family Law Conference. Two Employees to attend the Child Welfare Law Conference. Conference workshops are related to Title IV-E activities and pre-approval is requested from Federal Funds prior to attendance. Travel reimbursement will be made at current rates approved by Commissioners' Court for travel, per diem, and actual cost for lodging, not to exceed current Texas Comptroller rate plus taxes.

**B.2. Title IV-E Fostering Connections Training (75%)**

None anticipated at this time.

**B.3. Non-Title IV-E Training (50%)**

None anticipated at this time.

**Budget for Title IV-E  
County Legal Services Contract*****C. Indirect Costs (if applicable)***

None anticipated at this time.

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**PUBLIC DEFENDER CONTRACT**  
**JEFFERSON COUNTY CRIMINAL DISTRICT COURTS**

**CONTRACT AGREEMENT**

This contract is made by and between the Jefferson County Criminal District Courts (“Courts”) [appointing authority] and Raegan Minaldi (“Attorney”) [contractor], and Jefferson County, Texas (“County”) [contracting authority] for the purpose of providing legal representation and services to indigent defendants who appear before the Court<sup>1</sup>.

In compliance with the Jefferson County Criminal District Courts’ Indigent Defense Plan (“Plan”), which is hereby incorporated herein and expressly made a part hereof for all purposes, Attorney agrees to serve as a Contract Public Defender in the Courts and to comply with all applicable Plan provisions. The parties acknowledge that the Texas Indigent Defense Commission requires certain contractual provisions in this Contract as set forth in the Texas Administrative Code<sup>2</sup>.

Attorney certifies that he or she meets all of the qualifications required to serve as a Contract Public Defender pursuant to the Plan<sup>3</sup>.

**Case Categories Covered:** Attorney agrees to represent indigent defendants in all cases assigned to Attorney in the Courts for all pre-trial and trial matters which have not been assigned to indigent defense trial counsel, and for which the Courts have subject matter jurisdiction<sup>4</sup>.

**Compensation:** Attorney agrees to accept \$8,750.00 dollars (Eight Thousand Seven Hundred Fifty dollars) per month by check or direct deposit to serve as Contract Public Defender. In addition, Attorney agrees to accept an additional compensation amount not to exceed \$3,000.00 dollars (Three Thousand dollars) annually to pay for required and reasonable Continuing Legal Education (“CLE”) requirements, registrations, and travel expenses related thereto. By acceptance of the flat \$8,750.00 dollar amount, Attorney agrees not to submit additional hourly billing compensation claims in any case, absent further order of the Courts under extraordinary circumstances<sup>5</sup>.

**Investigators and Experts Compensation:** Attorney shall be reimbursed for reasonable and necessary expenses as approved by the Courts, including expenses for investigators, mental

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<sup>1</sup> 1 Tex. Admin. Code § 174.15 (2007)(Tex. Indigent Defense Comm’n, “Parties”).

<sup>2</sup> *Id.* at § 174.14 (“Awarding the Contract”).

<sup>3</sup> *Id.* at § 174.18 (“Minimum Attorney Qualifications”).

<sup>4</sup> *Id.* at § 174.17 (“Scope of Contract”).

<sup>5</sup> *Id.* at § 174.25 (“Compensation and Payment Process”).

health experts, and other experts pursuant to Article 26.05(d), Texas Code of Criminal Procedure. Prior Court approval for these expenses should be obtained whenever possible<sup>6</sup>.

**Term of Contract:** This contract becomes effective on the December 1, 2024, with compensation prorated where appropriate. This contract is automatically renewed on a **month-to-month term basis** unless terminated by the Attorney or by the Courts. If this contract is terminated, Attorney will be relieved of all pending appointments and will not be required to continue representation in any case previously assigned. Cases assigned, but not yet completed or resolved in the monthly term, will be carried forward by Attorney on a month-to-month term basis. If a contract is terminated by either party in the midst of a month-to-month term, Attorney shall only be entitled to a prorated portion of the monthly fee, with no additional compensation<sup>7</sup>.

**Contract Termination:** This contract may be terminated at-will by either Attorney, or by the Courts<sup>8</sup>.

**Independent Contractor:** Attorney is not an employee of Jefferson County, but is an independent contractor who shall complete the requirements of this contract by Attorney's own means and methods of work, and in accordance with Attorney's professional legal judgment. In the course of representing any indigent criminal defendant, Attorney shall be in exclusive control of his or her professional legal judgment and shall freely and independently exercise same in the best interests of his or her client, and Attorney shall not be subject to the control of or supervision by the Courts, unless otherwise specified in this contract. The indigent criminal defendant is the Attorney's client, not Jefferson County, nor the Courts. Attorney shall provide reasonably competent, zealous legal services to each indigent criminal defendant in accordance with Attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct and the Texas Code of Criminal Procedure<sup>9</sup>.

### **Standards of Representation**

(a) Attorney shall provide all services required by Senate Bill 7 as passed by the 77<sup>th</sup> General Session of the Texas Legislature in 2001, as it amends the Texas Code of Criminal Procedure.

(b) Attorney has the responsibility to complete all cases assigned during the term of the contract, and continuing during any automatic renewals of contract, and Attorney shall ensure continuity of representation of each indigent criminal defendant unless he or she is relieved or replaced by the Courts, for good cause, in accordance with Article 26.04(j)(2), Code of Criminal Procedure<sup>10</sup>.

(c) Attorney shall not assign, subcontract, or delegate any part of the services to be provided by Attorney under this contract without first obtaining the approval of the Courts. Any

<sup>6</sup> *Id.* at § 174.24 ("Investigators and Experts").

<sup>7</sup> *Id.* at § 174.16; 174.25 ("Term of Contract" and "Compensation and Payment Process").

<sup>8</sup> *Id.* at § 174.16 ("Term of Contract").

<sup>9</sup> *Id.* at § 174.22 ("Standards of Representation").

<sup>10</sup> *Id.* at §§ 174.19; 174.20 ("Duration of Representation" and "Substitution of Attorneys").

substitution of attorneys under this provision shall be made from the approved indigent appointment list for the Jefferson County Criminal Courts.

(d) Attorney must submit a monthly itemized<sup>11</sup> fee voucher for approval by the Courts for payment<sup>12</sup>.

(e) Attorney must maintain at least the minimum qualifications and requirements listed in the plan<sup>13</sup>.

(f) Attorney agrees to indemnify and hold harmless Jefferson County from any and all claims arising from the delivery of professional services under this contract.

(g) Attorney shall maintain an office in Jefferson County and the ability to receive facsimile, telephone and email communications 24 hours a day, 7 days a week.

(h) Attorney is prohibited from accepting any payments from any indigent criminal defendant, or any third party, for legal services provided in an assigned case.

(i) Attorney is prohibited from releasing confidential attorney-client information or work product related to any case covered by this contract except as permitted by the Texas Disciplinary Rules of Professional Conduct.

**Caseload Limitations:** The Jefferson County Criminal District Courts' Indigent Defense Plan provides for an alternative program using "Public Defenders" and a system of "Rotation Attorneys." Public Defenders are primarily appointed to handle indigent defendants who may wish to dispose of their cases expeditiously prior to trial, and will try cases when the indigent defendant does not wish to replace them with a Rotation Attorney for trial. Due to Public Defender trial scheduling, an indigent defendant can request substitution of a Rotation Attorney. Rotation Attorneys typically replace Public Defenders for trial only when the defendant requests or agrees to the substitution. The caseload limitations contemplated in the *Guidelines for Indigent Defense Caseloads*, Texas Indigent Defense Commission (2015)(House Bill 1318, 83<sup>rd</sup> Texas Legislature) are set forth as an "annual full-time equivalent caseload". (*Guidelines* at xvii ("Executive Summary") and P. 34). As Public Defenders are typically replaced for trial by Rotation Attorneys at the defendant's request in the majority of cases, and thus rarely represent indigent defendants at trial, the caseload numbers of Public Defenders are not representative of an "annual full-time equivalent caseload."<sup>14</sup> Accordingly, Public Defender caseloads shall not exceed 175 cases. Rotation Attorney caseloads shall be in accordance with the *Guidelines*.

**Conflict:** It is the policy of the Courts to ensure that Attorney does not provide representation to a defendant when doing so involves a conflict of interest<sup>15</sup>. In the event of a conflict of interest between Attorney and any indigent criminal defendant, Attorney shall

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<sup>11</sup> Voucher is to be itemized by client cases resolved, and not itemized by the hour.

<sup>12</sup> 1 Tex. Admin. Code § 174.25 (2007)(Tex. Indigent Defense Comm'n, "Compensation and Payment Process").

<sup>13</sup> *Id.* at § 174.18 ("Minimum Attorney Qualifications").

<sup>14</sup> *Id.* at § 174.21 ("Caseload Limitations").

<sup>15</sup> *Id.* at § 174.23 ("Conflicts of Interest").

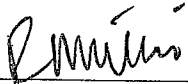
immediately present such evidence to the Courts and, if allowed, be permitted to withdraw from further representation. Such withdrawal shall not affect the other terms of this contract.

**Administration:** The Courts will provide oversight and monitoring to assure that Attorney performs in accordance with the terms of this contract. The Jefferson County Criminal District Courts' legal assistant assigned to handle indigent defense records and documentation will alert the Court when the maximum caseload limit is approached by any Attorney contractor to ensure that maximum Public Defender caseloads do not exceed 175 cases. The assistant shall also bring to the Courts' attention any indigent defendant's claim of a failure to communicate by any Attorney. The legal assistant will compile all investigative expense requests and action taken into a date, case number and defendant searchable spreadsheet created on an annualized basis. The spreadsheet shall detail costs and expenditures by amount and recipient.

**Forum Selection with Regard to Disputes between the Parties:** Venue of any proceedings arising under or with regards to this contract shall be in a court of competent jurisdiction in Jefferson County, Texas.

**Additional Terms and Conditions:**

- (a) The cases handled under this contract shall exclude capital cases where the death penalty is sought<sup>16</sup>.
- (b) A determination that Attorney has provided false information in the materials submitted to the Courts in response to, or as required under, the terms of this plan will be grounds for cancellation of this contract by the Courts.
- (c) Falsification of any report, invoice, or other documentation submitted by Attorney will be grounds for cancellation or termination of this contract by the Courts.
- (d) The Jefferson County Criminal District Court Judges will maintain and review the Indigent Defense Attorneys' compliance under the Jefferson County Indigent Defense Plan.
- (e) Integration Clause: This contract constitutes the entire agreement of the parties and is not to be expanded upon, or detracted from, by parol evidence.

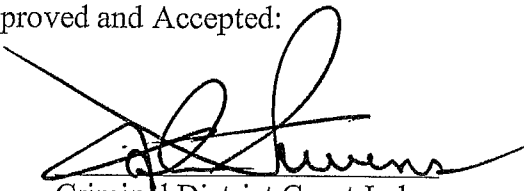
  
 Contract Public Defender [contractor]

24137995  
 SBOT Number

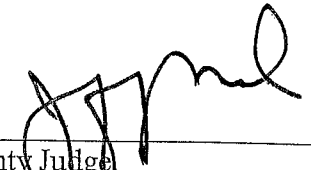
12/5/2024  
 Date

<sup>16</sup>*Id.* at § 174.18 (“Minimum Attorney Qualifications”).

Approved and Accepted:

  
Criminal District Court Judge  
[appointing authority]

12/1/24  
Date

  
County Judge  
Jefferson County, Texas  
[contracting authority]

12/17/24  
Date

\_\_\_\_\_  
252<sup>nd</sup> District Court Judge  
[appointing authority]

\_\_\_\_\_  
Date

FILED

266

DISTRICT CLERK OF  
JEFFERSON CO TEXAS  
STATE OF TEXAS  
JAMIE SMITH-DISTRICT CLERK  
DEC 05 2024 PM 02:16  
COUNTY OF JEFFERSON

ORDER

BE IT REMEMBERED that on this day came to be heard the application of FRAN LEE for consideration to be appointed County Auditor in and for Jefferson County, Texas, for the term of two (2) years beginning January 1, 2025 and ending December 31, 2026.

And it appearing to a majority of the District Judges of Jefferson County, Texas, that the applicant is in every way qualified under the provisions of Section 84.006, Local Government Code of the State of Texas, to fill the above mentioned office of County Auditor for Jefferson County, Texas, accordingly, it is

ORDERED that FRAN LEE is hereby appointed County Auditor for Jefferson County, Texas for the unexpired term beginning January 1, 2025 and ending December 31, 2026. It is further

ORDERED that FRAN LEE shall receive as compensation for her services an annual salary of \$162,567.81 annual automobile allowance of \$6,840.00, annual cell phone allowance of \$900.00 and such other compensation and allowances as may be duly authorized by the District Judges of Jefferson County and included in the County's annual budget, each to be paid from the County's General Fund. It is further

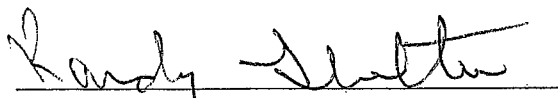
ORDERED that FRAN LEE within twenty (20) days, and prior to entering upon the duties of her office shall make surety bond in the sum of Five Thousand (\$5,000.00) Dollars, payable to the District Judges of Jefferson County, Texas, conditioned upon the faithful performance of his duties as County Auditor for Jefferson County, Texas, the same being in compliance with Section 84.007, Local Government Code of the State of Texas. It is further

ORDERED that the District Clerk of Jefferson County, Texas is hereby directed to record this Order in the minutes of the several Districts of this County, and the said Clerk thereof shall certify the same for observance to the Commissioners' Court of Jefferson County, Texas which shall cause the same to be recorded in its minutes.

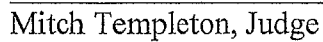
ORDER CONTINUED:

PAGE 2

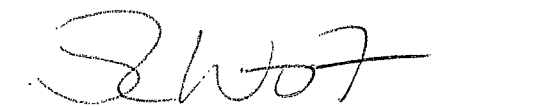
SIGNED, ORDERED AND RENDERED THIS 5th DAY OF DECEMBER 2024.



Randy Shelton, Presiding Judge  
279th District Court

  
Mitch Templeton, Judge  
172nd District Court

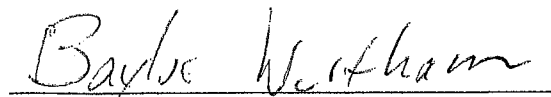
Kent Walston, Judge  
58th District Court



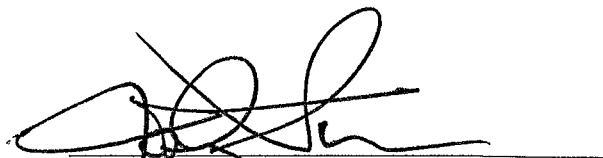
Raquel West, Judge  
252nd District Court



Justin Sanderson, Judge  
60th District Court

  
Gordon Friesz, Judge  
317th District Court

Baylor Wortham, Judge  
136th District Court

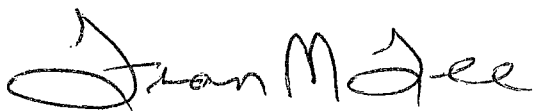


John Stevens, Judge  
Criminal District Court

# CONTINUING EDUCATION CERTIFICATE

In accordance with Local Government code section 84.0085, I hereby certify that I have completed the following continuing education classes during my term (January 1, 2024 to December 31, 2024) of office as County Auditor for Jefferson County, Texas.

| <u>Date</u>              | <u>Description</u>             | <u>Continuing Education<br/>Hours</u> |
|--------------------------|--------------------------------|---------------------------------------|
| April 16-19, 2024        | 2024 County Auditors Institute | 21.50 hours                           |
| September 18, 2024       | Your Guide to GASB 96          | 1.00 hour                             |
| October 15-18, 2024      | TACA Fall Conference           | 19.90 hours                           |
| November 2, 2024         | Ethics for Texas CPA 2024-2025 | 4.00 hour                             |
| Total Earned             |                                | 46.40 hours                           |
| Required per LGC 84.0085 |                                | 20.0 (20 per year)                    |



Fran Lee  
County Auditor



Date

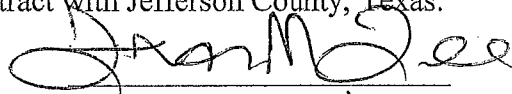


### Oath of County Auditor

I, Frances Marie Lee, do solemnly swear that I have previously held the positions of public or private trust that are listed for the length of time indicated

| Position                                   | Public/Private | Length of Time Position Held  |
|--|----------------|-------------------------------|
| Jefferson County - County Auditor          | Public         | January 2024 to December 2024 |
| Jefferson County - First Assistant Auditor | Public         | June 2017 to December 2023    |
| Jefferson County - Financial Manager       | Public         | September 2002 to May 2017    |
| Jefferson County - Financial Analyst       | Public         | July 1996 to September 2002   |
| Staff Accountant                           | Private        | February 1993 to July 1996    |

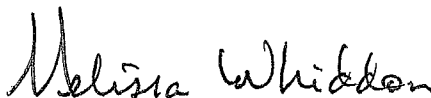
I do further swear that I have the qualifications for the Office of County Auditor required by Chapter 84 of the Local Government Code; I have in the past and shall continue to comply with the Continuing Education requirements set forth in Chapter 84 of the Local Government Code; and that I am not personally interested in a contract with Jefferson County, Texas.



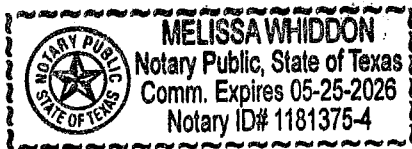
Frances Marie Lee



SWORN TO and subscribed before me by Frances Marie Lee on this 5th day of December, 2024.



Notary Public in and for Jefferson County, Texas



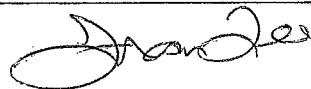
STATE OF TEXAS  
COUNTY OF JEFFERSON

OATH OF OFFICE

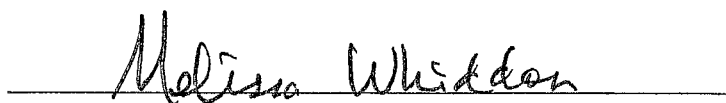
I, Fran Lee, do solemnly swear that I will faithfully execute the duties of the office of County Auditor in and for Jefferson County of the State of Texas and will to the best of my ability preserve, protect and defend the Constitution and Laws of the United States and of this State: and I furthermore solemnly swear that I have not directly nor indirectly paid, offered, or promised to pay, contribute to, nor promise to contribute money, or valuable thing, or promised any public office or employment, as a reward to secure my appointment.



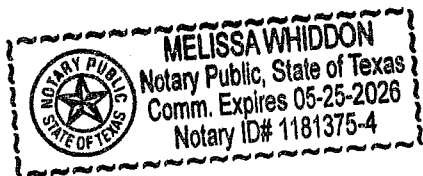
Fran Lee



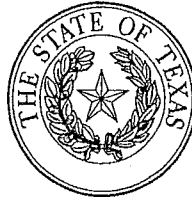
SUBSCRIBED AND SWORN TO BEFORE ME by Fran Lee on this 5<sup>th</sup> day of December 2024.



Notary Public in and for Jefferson County, Texas



Submit to:  
**SECRETARY OF STATE**  
Government Filings  
Section P O Box 12887  
Austin, TX 78711-2887  
512-463-6334  
512-463-5569 - Fax  
Filing Fee: None

**STATEMENT OF OFFICER****Statement**

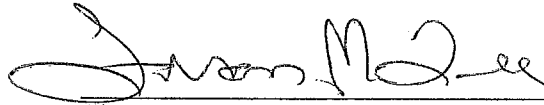
I, Frances Marie Lee, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Title of Position to Which Elected/Appointed: Jefferson County Auditor

**Execution**

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: 12/5/2024

  
\_\_\_\_\_  
Signature of Officer

**SUBRECIPIENT AGREEMENT FOR AMERICAN RESCUE PLAN ACT  
SLFRF FUNDS**

This Subrecipient Agreement ("Agreement") is entered into by and between the County of Jefferson, Texas (the "County") and Spindletop Center (the "Subrecipient"), individually referred to as "Party" and jointly referred to as "Parties." The purpose of this Agreement is to provide funding to the Subrecipient from funds provided to the County by the U.S. Department of Treasury ("Treasury") pursuant to Sections 602 and 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (Mar. 11, 2021) ("ARPA"), which authorized the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") to enable the Subrecipient to carry out specific eligible activities on behalf of the County; and

**WHEREAS**, the County has received SLFRF funds from Treasury under ARPA; and

**WHEREAS**, the County is authorized by ARPA to disburse all or a portion of its SLFRF funds to Subrecipients, which carry out eligible uses on behalf of the County; and

**WHEREAS**, the Subrecipient has applied to the County for an eligible use of SLFRF funds; and

**WHEREAS**, based on the Subrecipient's project information and request for SLFRF funds in the form attached hereto as **Exhibit A**, the County has determined that the Subrecipient's Project in **Exhibit A** is an eligible use of SLFRF funds under ARPA; and

**WHEREAS**, the County has awarded the Subrecipient SLFRF funds in the amount of \$ 660,483.43 (the "Award"), subject to the County and the Subrecipient entering into this Agreement with respect to the use of said funds.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the County and the Subrecipient agree as follows:

**1. SCOPE OF PROJECT; ELIGIBLE USE OF AWARD FUNDS**

- A. The County shall pay the Subrecipient the Award to cover necessary expenses related to the activities specifically described in the Subrecipient's application (the "Project"). If there is a conflict between the terms and provisions in the Subrecipient's application and this Agreement, the terms of this Agreement shall govern.
- B. The Subrecipient shall only use the Award to cover expenses that are necessary for the completion of the Project and are eligible under ARPA and this Agreement.
- C. The Subrecipient may revise the scope of the Project with the approval from the Jefferson County Commissioners Court, where such revisions to the Project do not materially alter the Project or cause the use of the Award for the revised Project to constitute an ineligible use of SLFRF funds or constitute a change in the category of eligible use of SLFRF funds. In no event shall a revision to the scope of the Project entitle the Subrecipient to an additional allocation of SLFRF funds by the County unless Subrecipient makes a request to the County for additional funds. The Jefferson County Commissioners Court, in its sole discretion, may approve and authorize additional SLFRF funds for the Project. However, no such additional allocation is guaranteed.

- D. Once the Project is completed, all costs for the management, operation, maintenance, and repair and replacement of the Project (as applicable) shall be the sole responsibility of the Subrecipient. The County shall have no liability, financial or otherwise, with respect to the management, operation, maintenance, repair or replacement of the Project.

## 2. TERM OF AGREEMENT

The term of this Agreement begins on the date this Agreement is fully executed by the Parties and ends on December 31, 2026. Notwithstanding other provisions of this Agreement, this Agreement will remain in effect until the County determines that the Subrecipient has completed all applicable administrative actions, reporting requirements, and all Project work required by and set forth in this Agreement. Should Subrecipient require additional time for auditing of or reporting for the Project in accordance with ARPA and this Agreement shall be deemed automatically extended until said audit and reporting is completed.

## 3. PAYMENTS

- A. *Reimbursement Payment.* The County shall pay the Award to Subrecipient on a reimbursement basis. The Subrecipient shall submit reimbursement requests to the County Auditor no later than 15 days after the end of each calendar quarter for the duration of the Project. Such requests shall be in a form acceptable to the County and include, where applicable for construction projects, certification by the Subrecipient's engineer that the amounts are eligible Project costs. The Subrecipient may not request reimbursements under this Agreement for work that has not been completed.
- B. *Advance Payment.* The County, in its discretion, may elect to pay the Subrecipient in advance for its allowable costs for the Project identified by this Agreement upon the presentation of all forms and documents as may be required by the County. Advance payments must be limited to the minimum amounts needed and timed to be in accordance with the Subrecipients actual, immediate cash requirements in carrying out and completing the work of the Project.
- C. *Withholding or Cancellation of Funds.* The County reserves the right to withhold payments until Subrecipient timely delivers reimbursement requests or documents as may be required under this Agreement. Upon completion of the Project, the County may cancel payment of any portion of the Award that the County determines to be surplus. The County shall be relieved of any obligation for payments if funds allocated to the County cease to be available for any cause other than misfeasance of the County itself.
- D. *Where Payments Are Made.* Payments shall be made by check or electronic deposit into Subrecipient's bank account, according to a process established by the County Auditor.
- E. *Recoupment.* The Award is subject to recoupment by Treasury and/or the County for the Subrecipient's failure to use the funds for the Project in strict accordance with ARPA and this Agreement.

#### **4. OBLIGATION AND EXPENDITURE TIMING REQUIREMENTS; REPORTING REQUIREMENTS**

- A. *Timing Requirements.* Subrecipient may use Award funds to cover eligible costs incurred from March 3, 2021 to December 31, 2026, as long as the obligations are incurred by December 31, 2024 and liquidated by December 31, 2026.
- B. *Reporting Requirements.* The Subrecipient shall submit such reports and adhere to all conditions and obligations as are required by the County including, but not limited to, the SLFRF Reporting Requirements attached to this Agreement as **Exhibit B**. Such reporting requirements shall extend beyond the term of this Agreement. The County reserves the right to inspect, at any time, the Subrecipient's records that are related to the Project and/or Subrecipient's performance of this Agreement. Notwithstanding any record retention policies, Subrecipient shall maintain all documentation associated with the Project for the period required by State law or Federal law or seven (7) years after Closeout, whichever is greater.

#### **5. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

In addition to the requirements set forth in ARPA use of the Award may be subject to various other Federal, State, and Local laws. Subrecipient shall comply with all applicable Federal, State, and Local laws and regulations with respect to its receipt and use of the Award pursuant to this Agreement.

#### **6. RETURN OF FUNDS; RECOUPMENT**

The Subrecipient must return Award funds not expended by December 31, 2026.

If the County determines that the Subrecipient's use of the Award does not comply with ARPA or this Agreement, the County shall provide the Subrecipient with an initial written notice of the amount subject to recoupment, along with an explanation of such amounts. Within 30 calendar days of receipt of such notice from Treasury or the County, the Subrecipient may submit to the County either (1) a request for reconsideration requesting the County seek a reconsideration of any amounts subject to recoupment or (2) written consent to the notice of recoupment.

If the Subrecipient has not submitted a reconsideration request, or if the County denies the reconsideration request, the Subrecipient shall repay the amount subject to recoupment within 30 calendar days of the request for consideration deadline or the County's denial of the request.

#### **7. FAILURE TO PERFORM**

If Subrecipient fails to comply with any terms or conditions of this Agreement, or to provide in any manner the activities or other performance as agreed to herein, the County reserves the right to:

- A. withhold all or any part of payment pending correction of the deficiency;
- B. or suspend all or part of this Agreement.

Further, any failure to perform as required pursuant to this Agreement may subject the Subrecipient to recoupment as set forth under ARPA, SLFRF, and this Agreement. The option to withhold funds is in addition to, and not in lieu of, the County's right to terminate as provided in Section 8 below. The County may also consider performance under this Agreement when considering future awards.

## 8. TERMINATION

A. *Termination for Cause.* The County may terminate this Agreement for cause if the Subrecipient fails to comply with the terms and conditions of this Agreement and any of the following conditions exist:

1. The lack of compliance with the provisions of this Agreement is of such scope and nature that the County deems continuation of this Agreement to be substantially non-beneficial to the public interest;
2. The Subrecipient has failed to take satisfactory corrective action as directed by the County or its authorized representative within the time specified by the same; or
3. The Subrecipient has failed within the time specified by the County or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this Agreement.

The County shall initiate termination for cause by providing notice to the Subrecipient of its intent to terminate for cause, accompanied by a written justification for the termination. After receiving the notice of termination for cause, the Subrecipient shall have 30 calendar days to cure the cause for termination. If the Subrecipient has not cured the cause for termination within 30 days of receipt of the notice, the County may pursue such remedies as are available by law, including, but not limited to, the termination of this Agreement in whole or in part, and thereupon shall notify in writing the Subrecipient of the termination, the reasons for the termination, and the effective date of the termination. Upon termination, any outstanding Award funds held by the Subrecipient are subject to recoupment by the County in accordance with ARPA, the SLFRF program, and this Agreement. Any costs resulting from obligations incurred by the Subrecipient after termination of this Agreement are not allowable and will not be reimbursed by the County unless specifically authorized in writing by the County.

B. *Termination for Convenience.* This Agreement may be terminated for convenience, in whole or in part, by written mutual agreement of the Parties.

C. *Termination for Withdrawal, Reduction, or Limitation of Funding.* In the event funding is not received from the Federal Government, or is withdrawn, reduced, modified or limited in any way after the effective date of this Agreement and prior to its normal completion, the County may summarily terminate this Agreement as to the funds not received, reduced, modified, or limited, notwithstanding any other termination provision in this Agreement. If the level of funding is reduced to such an extent that the County deems that the continuation of the Project covered by this Agreement is no longer in the best interest of the public, the County may summarily terminate this Agreement in whole notwithstanding any other termination provisions in this Agreement. Termination under this Section shall be effective upon receipt of written notice by the Subrecipient or its representative.

## 9. CLOSEOUT

Upon termination of this Agreement, in whole or in part for any reason, including completion of the Project, the following provisions apply:

- A. Upon written request by the Subrecipient, the County will make or arrange for payment to the Subrecipient of allowable reimbursable costs not covered by previous payments.
- B. The Subrecipient shall submit within 30 calendar days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement, and in addition, will cooperate in a Project audit by the County or its designee;
- C. Closeout of funds will not occur unless all requirements of this Agreement and Federal, State, and Local law are met and all outstanding issues with the Subrecipient are completed. Any unused Award funds in Subrecipient's possession or control shall be immediately returned to the County.

## 10. INDEMNIFICATION

Any Award funds which are determined by the County to be ineligible under ARPA shall be subject to recoupment. To the greatest extent permitted by law, the Subrecipient shall indemnify and hold harmless the County, its appointed and elected officials, representatives and employees from any liability, loss, costs (including attorney fees), damage or expense, incurred because of actions, claims or lawsuits for damages resulting from misuse of Award funds by the Subrecipient, personal or bodily injury, including death, sustained or alleged to have been sustained by any person or persons and on account of damage to property, arising or alleged to have arisen out of the performance of this Agreement, whether or not such injuries to persons or damage to property is due to the negligence of Subrecipient, its subcontractors, agents, successors or assigns.

## 11. NOTICES

Any notices required to be given by the County or the Subrecipient shall be in writing and delivered to the following representatives for each party:

Jefferson County, Texas  
 Judge Jeff Branick – County Judge  
 1149 Pearl 4th Floor  
 Beaumont, TX 77701

jeff.branick@jeffcotx.us

Spindletop Center  
 Holly Borel, CEO  
 655 S. 8th St.  
 Beaumont, TX 77701

holly.borel@stctr.org

## 12. RESERVATION OF RIGHTS

Failure to insist upon strict enforcement of any terms, covenants, or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of any right or power granted through this Agreement at any time be construed as a total and permanent waiver of such right or power.



### **13. FURTHER ASSURANCE**

Each of the Parties shall cooperate in good faith with the other to execute and deliver such further documents, to adopt any resolutions, to take any other official action and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this agreement.

Subrecipient shall, in good faith and to the greatest extent possible, complete the Project in accordance with the Subrecipient's proposed project timeline identified in Exhibit A. Subrecipient acknowledges that time is of the essence, and Subrecipient shall exercise due diligence to complete the project in a timely manner.

### **14. ASSIGNMENT**

The Subrecipient shall not assign any portion of the Award, nor responsibility for completion of the Project provided for by this Agreement, to any other party.

### **15. AMENDMENTS**

This Agreement cannot be amended or modified except in writing, signed by both Parties.

### **16. VENUE AND CHOICE OF LAW**

If either party to this Agreement initiates any legal or equitable action to enforce the terms of this Agreement, to declare the rights of the parties under this Agreement, or which relates to this Agreement in any manner, the County and Subrecipient agree that the proper venue for such action is Jefferson County, Texas. This Agreement shall be governed by the laws of the State of Texas, both as to interpretation and performance.

### **17. SEVERABILITY**

If any part of this Agreement is held by the courts to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part held to be invalid.

### **18. INTEGRATED DOCUMENT**

This Agreement, together with all exhibits and attachments, which are incorporated by reference, constitute the entire agreement between the Parties. There are no other agreements, written or oral, that have not been fully set forth in the text of this Agreement.

## 19. NO THIRD-PARTY BENEFICIARY

Nothing in this Agreement shall create or be interpreted to create any rights in or obligations in favor of any person or entity not a party to this agreement. Except for the Parties to this agreement, no person or entity is an intended third-party beneficiary under this agreement.


## 20. HEADINGS

The section headings of this agreement are for the purposes of reference only and shall not limit or define the meaning thereof.

## 21. AUTHORITY TO SIGN


The persons executing this Agreement on behalf of the Subrecipient represent that one or both of them has the authority to execute this Agreement and to bind the Subrecipient to its terms.

JEFFERSON COUNTY, TEXAS

  
 Jeff Branick  
 County Judge  
 Jefferson County, Texas


12/17/24  
 Date

SUBRECIPIENT

  
 Holly Borel  
 CEO  
 Spindletop Center

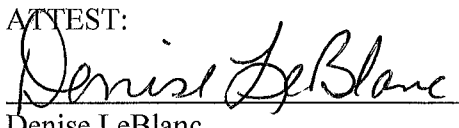
12/17/2024  
 Date

ATTEST:

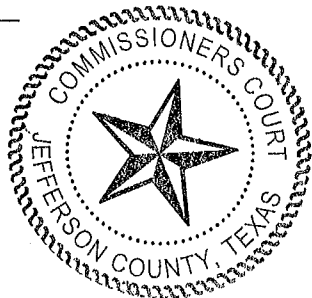
  
 Roxanne Acosta-Hellberg  
 County Clerk  
 Jefferson County, Texas

12/17/2024  
 Date

ATTEST:

  
 Denise LeBlanc  
 CFO  
 Spindletop Center

12/17/2024  
 Date



**EXHIBIT A****Subrecipient Project Information and Approved Work****Subrecipient Entity Name**

Spindletop Center

**Subrecipient Mailing Address**655 S. 8th St.  
Beaumont, TX 77701**Subrecipient Primary Contact**

Name: Holly Borel

Title: CEO

Email: holly.borel@stctr.org

Phone #: 409-784-5547

**Subrecipient Secondary Contact**

Name: Denise LeBlanc

Title: CFO

Email: denise.leblanc@stctr.org

Phone #: 409-784-5668

**Subrecipient Unique Entity Identifier**

MLQYZE4SM6Y8

**SLFRF Subaward Amount**

\$ 660,483.43

**Project Name**

Purchase and installation of operationally critical systems and interior elements of the new County Diversion Center

**Project Physical Address**655 S. 8th St  
Beaumont, Texas 77701**Project Description**

Purchase and installation of operationally critical systems and interior elements of the new County Diversion Center

**Project Goals / Intended Outcomes**

Project is designed to meet the mental health crisis and law enforcement needs of the local community and to relieve pressure on hospital emergency department and jail resources.

**Approved Activities / Scope of Work**

1. Purchase and installation of interior furnishings
2. Purchase and installation of IT and communication elements
3. Purchase and installation of other operationally critical systems or components to be identified.
4. Administrative costs.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

**\*\*NOTE:** This Exhibit A is version 1. Revisions to be made as operational purchasing requirements are more specifically identified.

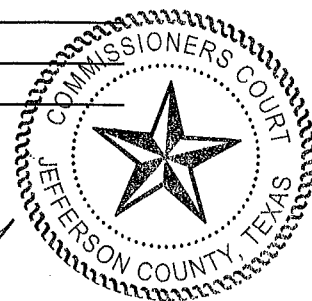
Jefferson County Approval &amp; Date

Subrecipient Signature &amp; Date

ATTEST

DATE

12/18/2024



## **EXHIBIT B**

### **SLFRF REPORTING REQUIREMENTS**

#### **A. Applicable Statutes, Rules, and Guidance**

The statutes, rules, and regulations set forth in the Agreement apply with respect to the reporting obligations set forth herein. All terms used herein have the definitions set forth in the Agreement or, if not specified in the Agreement, as set forth in ARPA and SLFRF publications or as defined by the County. Additionally, Treasury's publication entitled the "Compliance and Reporting Guidance" ("Compliance Guidance") and Treasury's "Project and Expenditure Report User Guide for State and Local Fiscal Recovery Funds" ("User Guide") apply as noted herein. In addition, the Uniform Administrative Requirements for Federal Awards in 2 CFR Part 200 apply to the Award under this Agreement.

#### **B. Important Concepts**

##### **Recipients, Subrecipients, Subawards, and Projects**

The definition of "recipient" includes counties that receive a payment under section 602(b) or 603(b) of the Social Security Act. 31 CFR § 3. In this case and as set forth in the Agreement, the County is the recipient of SLFRF funds.

A "subrecipient" includes any non-Federal entity that receives a subaward from a recipient to carry out part of a Federal program, in this case the SLFRF program. See 2 CFR §200.93. Entities that receive a subaward from the County to carry out the SLFRF program are subrecipients, as defined in the Agreement.

A "subaward" is an award of SLFRF funds provided to a subrecipient by a recipient to carry out the SLFRF program.

"Projects" are defined as a group of closely related activities that are intended to meet a certain goal or directed toward a common purpose or "new or existing eligible government services or investments funded in whole or in part by SLFRF funding."

##### **Eligible Costs Timeframe**

Under this Agreement, the Subrecipient may use Award funds to cover eligible costs incurred from March 3, 2021 to December 31, 2026, as long as the obligations are incurred by December 31, 2024 and liquidated by December 31, 2026.

##### **Obligations**

SLFRF funds defines an obligation as "an order placed for property and services and entering into contracts, subawards, and similar transactions that require payment." 31 CFR § 35.3. The Project and Expenditure Report User Guide also includes contracts as obligations. Obligation is similarly defined as "orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period."

For purposes of the Agreement, an obligation is incurred by Subrecipient when the Subrecipient enters into a contract with a contractor, service provider, or supplier with respect to and in furtherance of the Project; the Agreement between the Subrecipient and the County does not constitute an obligation for purposes of Subrecipient's compliance with the Rule.

## **Expenditures**

Reporting must be consistent with the definition of "expenditure" in 2 CFR Part 200. The Uniform Administrative Requirements for federal awards define "expenditures" as "charges made by a non-Federal entity to a project or program for which a federal award was received." 2 CFR § 200.1; 2 CFR § 200.34. However, the definition does not clarify whether the "non-Federal entity" is the recipient or the subrecipient. According to the User Guide, an expenditure is "when the service has been rendered or the good has been delivered to the entity, and payment is due." This definition similarly does not clarify whether "the entity" is the recipient or the subrecipient. For a subrecipient, the service or goods would be delivered to the subrecipient, and then the subrecipient would ask the recipient for funds. Expenditures may be reported on a cash or accrual basis, but the methodology must be disclosed and consistently applied.

For purposes of this Agreement and the Subrecipient's reporting obligations under this Agreement and Exhibit, the County will consider funds "obligated" when the Subrecipient incurs the obligation (enters into a contract with a contractor or supplier) and "expended" payment is due to a contractor or supplier under that contract and payment is made by the Subrecipient.

## **C. Required Information for Project and Expenditure Reports**

Since the County is required to submit quarterly or annual Project and Expenditure reports the Subrecipient is required to provide the County with the necessary information on the Subrecipient's Project in a timely manner so that the County can comply with its reporting obligations under ARPA. The Subrecipient shall provide necessary information to the County within 15 days of the end of each quarter to facilitate the County's filing of such reports. The County will furnish Subrecipient with forms or links to submit information for the Project and Expenditure reports.

Subrecipients **must be** registered in SAM.gov and must provide a Unique Entity Identifier (UEI) number, or its Taxpayer Identification number (TIN), to the County in order to receive ARPA funds.

## **D. Civil Rights Compliance**

The Treasury will request information regarding Subrecipient's compliance with Title VI of the Civil Rights Act of 1964 on an annual basis. This may include a narrative describing the Subrecipient's compliance in addition to other questions or assurances.

| PGM: GMCOMMV2                       | DATE<br>12-24-2024 | PAGE: 1             |
|-------------------------------------|--------------------|---------------------|
| NAME                                | AMOUNT             | CHECK NO. 282 TOTAL |
| JURY FUND                           |                    |                     |
| DAWN DONUTS                         | 43.50              | 524272              |
| CHAPMAN VENDING                     | 534.95             | 524302              |
|                                     |                    | 578.45**            |
| ROAD & BRIDGE PCT.#1                |                    |                     |
| ENTERGY                             | 601.30             | 524155              |
| ACE IMAGEWEAR                       | 75.22              | 524178              |
| TEXAS ASSOCIATION OF COUNTIES       | 425.00             | 524184              |
| SOUTHERN TIRE MART, LLC             | 65.00              | 524191              |
| TEXAS FACILITIES COMMISSION         | 1,125.00           | 524265              |
|                                     |                    | 2,291.52**          |
| ROAD & BRIDGE PCT.#2                |                    |                     |
| BUMPER TO BUMPER                    | 22.98              | 524217              |
| CENTERPOINT ENERGY RESOURCES CORP   | 78.55              | 524218              |
|                                     |                    | 101.53**            |
| ROAD & BRIDGE PCT. # 3              |                    |                     |
| ADAMS BACKHOE SERVICE               | 435.00             | 524133              |
| SPIDLE & SPIDLE                     | 2,396.94           | 524137              |
| BEAUMONT TRACTOR COMPANY            | 479.32             | 524144              |
| ENTERGY                             | 31.98              | 524155              |
| MID-COUNTY ALTERNATOR               | 145.00             | 524168              |
| W. JEFFERSON COUNTY M.W.D.          | 30.85              | 524188              |
| CENTERPOINT ENERGY RESOURCES CORP   | 53.34              | 524218              |
| INTERSTATE ALL BATTERY CENTER - BMT | 337.15             | 524234              |
| MUNRO'S UNIFORM SERVICES, LLC       | 23.95              | 524310              |
|                                     |                    | 3,933.53**          |
| ROAD & BRIDGE PCT.#4                |                    |                     |
| COASTAL WELDING SUPPLY INC          | 129.02             | 524147              |
| M&D SUPPLY                          | 910.69             | 524165              |
| SOUTHEAST TEXAS WATER               | 41.70              | 524180              |
| AT&T                                | 56.95              | 524182              |
| W. JEFFERSON COUNTY M.W.D.          | 275.30             | 524188              |
| UNITED STATES POSTAL SERVICE        | 18.36              | 524196              |
| EVERETT D ALFRED                    | 100.00             | 524208              |
| ON TIME TIRE                        | 805.00             | 524248              |
| SAM'S CLUB DIRECT                   | 811.29             | 524252              |
| WALLER COUNTY ASPHALT               | 875.00             | 524273              |
| O'REILLY AUTO PARTS                 | 485.38             | 524281              |
| MUNRO'S UNIFORM SERVICES, LLC       | 96.78              | 524310              |
| MUNRO'S UNIFORM SERVICES, LLC       | 180.39             | 524311              |
| DYNAMIC POWER SYSTEMS               | 125.01             | 524328              |
|                                     |                    | 4,910.87**          |
| PARKS & RECREATION                  |                    |                     |
| ENTERGY                             | 1,337.35           | 524155              |
| SETZER HARDWARE, INC.               | 24.28              | 524177              |
| W. JEFFERSON COUNTY M.W.D.          | 59.86              | 524188              |
| SHERWIN-WILLIAMS COMPANY            | 203.75             | 524257              |
| GFL ENVIRONMENTAL                   | 789.19             | 524331              |
|                                     |                    | 2,414.43**          |
| GENERAL FUND                        |                    |                     |
| TAX OFFICE                          |                    |                     |
| UNITED STATES POSTAL SERVICE        | 506.97             | 524196              |
| NEMO-Q                              | 5,331.00           | 524262              |
| PEREGRINE SERVICES INC              | 25,875.07          | 524276              |
| ODP BUSINESS SOLUTIONS, LLC         | 227.95             | 524309              |
|                                     |                    | 31,940.99*          |
| COUNTY HUMAN RESOURCES              |                    |                     |
| MOORMAN & ASSOCIATES, INC.          | 340.00             | 524169              |
| PINNACLE MEDICAL MANAGEMENT CORP    | 670.00             | 524172              |
| UNITED STATES POSTAL SERVICE        | .69                | 524196              |
| SIERRA SPRING WATER CO. - BT        | 69.97              | 524199              |
| BAPTIST PHYSICIAN NETWORK           | 56.00              | 524202              |
| ODP BUSINESS SOLUTIONS, LLC         | 211.00             | 524309              |
|                                     |                    | 1,347.66*           |
| AUDITOR'S OFFICE                    |                    |                     |

| PGM: GMCOMMV2                       | DATE<br>12-24-2024 | PAGE: 2                        |
|-------------------------------------|--------------------|--------------------------------|
| NAME                                | AMOUNT             | CHECK NO. <sup>283</sup> TOTAL |
| UNITED STATES POSTAL SERVICE        | 19.90              | 524196                         |
| ODP BUSINESS SOLUTIONS, LLC         | 261.36             | 524309                         |
| COUNTY CLERK                        |                    | 281.26*                        |
| FED EX                              | 22.91              | 524152                         |
| UNITED STATES POSTAL SERVICE        | 338.83             | 524196                         |
| SIERRA SPRING WATER CO. - BT        | 70.48              | 524197                         |
| ODP BUSINESS SOLUTIONS, LLC         | 54.64              | 524309                         |
| PROPERTY RECORDS INDUSTRY ASSOCIATI | 50.00              | 524332                         |
| COUNTY JUDGE                        |                    | 536.86*                        |
| REGINA BELL                         | 1,000.00           | 524134                         |
| WELLS PEYTON & PARTAIN, LLP         | 500.00             | 524140                         |
| UNITED STATES POSTAL SERVICE        | 20.70              | 524196                         |
| HARVEY L WARREN III                 | 500.00             | 524237                         |
| GREGORY LAW FIRM                    | 1,500.00           | 524246                         |
| JOSHUA C HEINZ                      | 500.00             | 524251                         |
| BRITTANIE HOLMES                    | 500.00             | 524253                         |
| THOMSON REUTERS-WEST                | 137.38             | 524258                         |
| JAMES M BLACK                       | 500.00             | 524282                         |
| CARRIER LAW GROUP PC                | 500.00             | 524297                         |
| COUNTY TREASURER                    |                    | 5,658.08*                      |
| FED EX                              | 73.50              | 524151                         |
| ODP BUSINESS SOLUTIONS, LLC         | 130.19             | 524309                         |
| PRINTING DEPARTMENT                 |                    | 203.69*                        |
| FIRST CITIZENS BANK                 | 499.00             | 524326                         |
| PURCHASING DEPARTMENT               |                    | 499.00*                        |
| KIRKSEY'S SPRINT PRINTING           | 45.95              | 524164                         |
| PORT ARTHUR NEWS, INC.              | 26.32              | 524173                         |
| UNITED STATES POSTAL SERVICE        | 51.93              | 524196                         |
| GENERAL SERVICES                    |                    | 124.20*                        |
| ELECTRICAL SPECIALTIES, INC.        | 25.00              | 524135                         |
| CASH ADVANCE ACCOUNT                | 145.00             | 524163                         |
| ROCHESTER ARMORED CAR CO INC        | 6,049.78           | 524241                         |
| BOSWORTH PAPERS                     | 2,740.00           | 524299                         |
| G&G PEST CONTROL                    | 1,388.72           | 524318                         |
| DATA PROCESSING                     |                    | 10,348.50*                     |
| ODP BUSINESS SOLUTIONS, LLC         | 250.94             | 524309                         |
| VOTERS REGISTRATION DEPT            |                    | 250.94*                        |
| UNITED STATES POSTAL SERVICE        | 756.88             | 524196                         |
| ELECTIONS DEPARTMENT                |                    | 756.88*                        |
| UNITED STATES POSTAL SERVICE        | 4.83               | 524196                         |
| SIERRA SPRING WATER CO. - BT        | 47.96              | 524197                         |
| ODP BUSINESS SOLUTIONS, LLC         | 47.31              | 524309                         |
| DISTRICT ATTORNEY                   |                    | 100.10*                        |
| KIRKSEY'S SPRINT PRINTING           | 72.80              | 524164                         |
| UNITED STATES POSTAL SERVICE        | 50.05              | 524196                         |
| THOMSON REUTERS-WEST                | 4,850.49           | 524258                         |
| TRUX SERVICE BODY & RIGGING LLC     | 1,625.00           | 524292                         |
| ODP BUSINESS SOLUTIONS, LLC         | 115.87             | 524309                         |
| DISTRICT CLERK                      |                    | 6,714.21*                      |
| COBURN SUPPLY COMPANY INC           | 1,015.80           | 524148                         |
| UNITED STATES POSTAL SERVICE        | 381.14             | 524196                         |

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|------------------------------------|--------------------|---------------------|
| NAME                               | AMOUNT             | CHECK NO. 284 TOTAL |
| ODP BUSINESS SOLUTIONS, LLC        | 247.43             | 524309              |
| CRIMINAL DISTRICT COURT            |                    | 1,644.37*           |
| DOUGLAS M. BARLOW, ATTORNEY AT LAW | 9,300.00           | 524143              |
| UNITED STATES POSTAL SERVICE       | 20.12              | 524196              |
| 58TH DISTRICT COURT                |                    | 9,320.12*           |
| UNITED STATES POSTAL SERVICE       | 1.94               | 524196              |
| 172ND DISTRICT COURT               |                    | 1.94*               |
| AMAZON CAPITAL SERVICES            | 261.78             | 524317              |
| 252ND DISTRICT COURT               |                    | 261.78*             |
| AMAZON CAPITAL SERVICES            | 818.35             | 524317              |
| 279TH DISTRICT COURT               |                    | 818.35*             |
| UNITED STATES POSTAL SERVICE       | .69                | 524196              |
| 317TH DISTRICT COURT               |                    | .69*                |
| MARVA PROVO                        | 325.00             | 524174              |
| UNITED STATES POSTAL SERVICE       | 2.80               | 524196              |
| GLEN M. CROCKER                    | 650.00             | 524206              |
| ODP BUSINESS SOLUTIONS, LLC        | 114.85             | 524309              |
| JUSTICE COURT-PCT 1 PL 1           |                    | 1,092.65*           |
| UNITED STATES POSTAL SERVICE       | 181.43             | 524196              |
| JUSTICE COURT-PCT 1 PL 2           |                    | 181.43*             |
| UNITED STATES POSTAL SERVICE       | 44.16              | 524196              |
| JUSTICE COURT-PCT 2                |                    | 44.16*              |
| CASH ADVANCE ACCOUNT               | 590.86             | 524163              |
| TEXAS STATE UNIVERSITY SAN MARS    | 300.00             | 524181              |
| TEXAS ASSOCIATION OF COUNTIES      | 70.00              | 524184              |
| ODP BUSINESS SOLUTIONS, LLC        | 456.62             | 524309              |
| JUSTICE COURT-PCT 4                |                    | 1,417.48*           |
| AT&T                               | 56.92              | 524183              |
| JUSTICE COURT-PCT 6                |                    | 56.92*              |
| UNITED STATES POSTAL SERVICE       | 30.20              | 524196              |
| DIRECTV, LLC                       | 99.24              | 524304              |
| COUNTY COURT AT LAW NO.1           |                    | 129.44*             |
| TEXAS COURT REPORTERS ASSOCIATION  | 165.00             | 524186              |
| UNITED STATES POSTAL SERVICE       | 11.73              | 524196              |
| SIERRA SPRING WATER CO. - BT       | 90.45              | 524198              |
| KELLEY BURNS                       | 144.50             | 524314              |
| COUNTY COURT AT LAW NO. 2          |                    | 411.68*             |
| JACK LAWRENCE                      | 425.00             | 524138              |
| A. MARK FAGGARD                    | 350.00             | 524150              |
| JOHN EUGENE MACEY                  | 700.00             | 524166              |
| MARVA PROVO                        | 425.00             | 524174              |
| UNITED STATES POSTAL SERVICE       | 2.07               | 524196              |
| M.K. HAMZA, PHD, P.A.              | 1,600.00           | 524255              |
| LAW OFFICE OF GILES R COLE & ASSOC | 250.00             | 524301              |
| COUNTY COURT AT LAW NO. 3          |                    | 3,752.07*           |



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| NAME                                | AMOUNT             | CHECK NO. 285 TOTAL |
| MARVA PROVO                         | 500.00             | 524174              |
| JOEL WEBB VAZQUEZ                   | 250.00             | 524215              |
| LAURIE PEROZZO                      | 925.00             | 524235              |
| THE SAMUEL FIRM, PLLC               | 250.00             | 524287              |
|                                     |                    | 1,925.00*           |
| COURT MASTER                        |                    |                     |
| KENT W JOHNS                        | 500.00             | 524244              |
| ODP BUSINESS SOLUTIONS, LLC         | 197.56             | 524309              |
|                                     |                    | 697.56*             |
| MEDIATION CENTER                    |                    |                     |
| BEAUMONT TROPHIES                   | 999.55             | 524145              |
| UNITED STATES POSTAL SERVICE        | 9.66               | 524196              |
|                                     |                    | 1,009.21*           |
| SHERIFF'S DEPARTMENT                |                    |                     |
| RAY ALLEN MFG. CO., INC.            | 106.97             | 524136              |
| FED EX                              | 37.91              | 524153              |
| CASH ADVANCE ACCOUNT                | 755.00             | 524163              |
| VERIZON WIRELESS                    | 3,837.01           | 524194              |
| UNITED STATES POSTAL SERVICE        | 1,991.73           | 524196              |
| BAPTIST PHYSICIAN NETWORK           | 90.00              | 524202              |
| FIVE STAR FEED                      | 104.00             | 524211              |
| DATAWORKS PLUS, LLC                 | 39,805.15          | 524213              |
| LEADSONLINE, LLC                    | 9,130.00           | 524224              |
| ODP BUSINESS SOLUTIONS, LLC         | 304.84             | 524309              |
| AMAZON CAPITAL SERVICES             | 91.97              | 524317              |
| BEAUMONT OCCUPATIONAL SERVICES      | 333.90             | 524320              |
|                                     |                    | 56,588.48*          |
| CRIME LABORATORY                    |                    |                     |
| IACT                                | 100.00             | 524160              |
| LOWE'S HOME CENTERS, INC.           | 94.99              | 524207              |
| QUALTRAX COMPLIANCE SOFTWARE        | 13,528.32          | 524240              |
| AIRGAS USA, LLC                     | 339.25             | 524284              |
| ATLAS INDUSTRIAL SUPPLY INC         | 375.90             | 524289              |
|                                     |                    | 14,438.46*          |
| JAIL - NO. 2                        |                    |                     |
| AAA LOCK & SAFE                     | 385.50             | 524132              |
| BOB BARKER CO., INC.                | 5,634.30           | 524142              |
| COBURN SUPPLY COMPANY INC           | 1,294.88           | 524148              |
| J.S. EDWARDS & SHERLOCK INS. AGENCY | 71.00              | 524149              |
| JACK BROOKS REGIONAL AIRPORT        | 812.80             | 524162              |
| KIRKSEY'S SPRINT PRINTING           | 24.95              | 524164              |
| M&D SUPPLY                          | 170.33             | 524165              |
| WHOLESALE ELECTRIC SUPPLY CO.       | 312.52             | 524189              |
| COOK'S CORRECTIONAL                 | 5,041.71           | 524203              |
| LOWE'S HOME CENTERS, INC.           | 833.98             | 524207              |
| TEXAS GAS SERVICE                   | 854.05             | 524209              |
| CHARMTX INC.                        | 4,500.00           | 524212              |
| S&S SPRINKLER CO, L.L.C.            | 2,264.00           | 524216              |
| ALLIED ELECTRICAL SYSTEMS&SOLUTIONS | 1,092.50           | 524231              |
| WORLD FUEL SERVICES                 | 2,363.70           | 524236              |
| TITAN TESTING                       | 850.00             | 524243              |
| INDUSTRIAL & COMMERCIAL MECHANICAL  | 256.00             | 524249              |
| THOMSON REUTERS-WEST                | 3,877.73           | 524258              |
| EAN SERVICES LLC                    | 2,078.00           | 524266              |
| CAT5 RESOURCES LLC                  | 1,563.11           | 524267              |
| GALLS LLC                           | 384.87             | 524270              |
| CORRHEALTH PLLC                     | 152,524.01         | 524278              |
| MOORE-ALL TEX SUPPLY                | 3,200.95           | 524279              |
| ACME SUPPLY CO LTD                  | 10,010.00          | 524280              |
| US CORRECTIONS LLC                  | 3,843.00           | 524286              |
| TRINITY SERVICES GROUP INC          | 50,326.67          | 524291              |
| SCOTT EQUIPMENT LLC                 | 395.00             | 524322              |
| PAVLICH PLUMBING LLC                | 2,543.88           | 524327              |
|                                     |                    | 257,509.44*         |
| JUVENILE PROBATION DEPT.            |                    |                     |
| CASH ADVANCE ACCOUNT                | 273.84             | 524163              |
| UNITED STATES POSTAL SERVICE        | 14.61              | 524196              |

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| NAME                                | AMOUNT             | CHECK NO. <sup>286</sup> TOTAL |
| ODP BUSINESS SOLUTIONS, LLC         | 52.99              | 524309                         |
| JUVENILE DETENTION HOME             |                    | 341.44*                        |
| BEN E KEITH COMPANY                 | 174.13             | 524214                         |
| CENTERPOINT ENERGY RESOURCES CORP   | 175.57             | 524218                         |
| VEQUAL ROBERTS                      | 400.00             | 524298                         |
| FLOWERS BAKING COMPANY OF HOUSTON   | 90.51              | 524312                         |
| CONSTABLE PCT 1                     |                    | 840.21*                        |
| UNITED STATES POSTAL SERVICE        | 67.64              | 524196                         |
| CONSTABLE-PCT 4                     |                    | 67.64*                         |
| AT&T                                | 56.95              | 524182                         |
| TEXAS ASSOCIATION OF COUNTIES       | 160.00             | 524185                         |
| DISH NETWORK                        | 94.38              | 524222                         |
| CONSTABLE-PCT 6                     |                    | 311.33*                        |
| CDW COMPUTER CENTERS, INC.          | 467.25             | 524192                         |
| UNITED STATES POSTAL SERVICE        | 15.37              | 524196                         |
| CONSTABLE PCT. 7                    |                    | 482.62*                        |
| J.S. EDWARDS & SHERLOCK INS. AGENCY | 71.00              | 524149                         |
| TEXAS ASSOCIATION OF COUNTIES       | 160.00             | 524184                         |
| CONSTABLE PCT. 8                    |                    | 231.00*                        |
| ODP BUSINESS SOLUTIONS, LLC         | 182.34             | 524309                         |
| AGRICULTURE EXTENSION SVC           |                    | 182.34*                        |
| DISTRICT 9 TAE 4-HA                 | 110.00             | 524205                         |
| CORENA N FITZGERALD                 | 28.30              | 524290                         |
| ODP BUSINESS SOLUTIONS, LLC         | 97.30              | 524309                         |
| AMAZON CAPITAL SERVICES             | 33.95              | 524317                         |
| REBECCA CARPENTER                   | 40.00              | 524321                         |
| HEALTH AND WELFARE NO. 1            |                    | 309.55*                        |
| ENTERGY                             | 140.00             | 524156                         |
| MERCY FUNERAL HOME                  | 900.00             | 524167                         |
| MCKESSON MEDICAL-SURGICAL INC       | 223.09             | 524193                         |
| UNITED STATES POSTAL SERVICE        | 83.94              | 524196                         |
| SIERRA SPRING WATER CO. - BT        | 125.87             | 524200                         |
| PROCTOR'S MORTUARY INC              | 900.00             | 524238                         |
| KAYLEE BENNETT                      | 179.99             | 524294                         |
| EZEAL D EDE MD                      | 945.58             | 524296                         |
| HEALTH AND WELFARE NO. 2            |                    | 3,052.29*                      |
| CITY OF PORT ARTHUR - WATER DEPT.   | 80.00              | 524146                         |
| ENTERGY                             | 420.00             | 524157                         |
| VICKIE MCINTYRE                     | 200.00             | 524190                         |
| MCKESSON MEDICAL-SURGICAL INC       | 698.09             | 524193                         |
| SIERRA SPRING WATER CO. - BT        | 31.47              | 524201                         |
| VECTOR SECURITY                     | 134.85             | 524275                         |
| ODP BUSINESS SOLUTIONS, LLC         | 310.77             | 524309                         |
| NURSE PRACTITIONER                  |                    | 1,875.18*                      |
| BAK GLOBAL LLC                      | 100.00             | 524319                         |
| ENVIRONMENTAL CONTROL               |                    | 100.00*                        |
| TEXAS ON-SITE WASTEWATER TREATMENT  | 550.00             | 524239                         |
| INDIGENT MEDICAL SERVICES           |                    | 550.00*                        |
| LOCAL GOVERNMENT SOLUTIONS LP       | 4,048.00           | 524226                         |

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| NAME                                | AMOUNT             | CHECK NO. 287 TOTAL |
| CARDINAL HEALTH 110 INC             | 26,172.16          | 524261              |
| OUTCOMES OPERATING INC              | 278.00             | 524325              |
|                                     |                    | 30,498.16*          |
| MAINTENANCE-BEAUMONT                |                    |                     |
| JOHNSTONE SUPPLY                    | 138.57             | 524139              |
| HYDRO-CLEAN SERVICES, INC.          | 507.50             | 524159              |
| M&D SUPPLY                          | 145.30             | 524165              |
| ACE IMAGEWEAR                       | 271.62             | 524178              |
| AT&T                                | 940.55             | 524182              |
| A1 FILTER SERVICE COMPANY           | 927.50             | 524247              |
| RALPH'S INDUSTRIAL ELECTRONICS SUPP | 141.07             | 524313              |
|                                     |                    | 3,072.11*           |
| MAINTENANCE-PORT ARTHUR             |                    |                     |
| BEAUMONT TRACTOR COMPANY            | 2,081.40           | 524144              |
| ENTERGY                             | 4,440.51           | 524155              |
| SOLAR                               | 34.11              | 524204              |
| LOWE'S HOME CENTERS, INC.           | 211.25             | 524207              |
| FRED MILLER'S OUTDOOR EQUIPMENT LLC | 165.60             | 524269              |
| PARKER'S BUILDING SUPPLY            | 274.10             | 524315              |
|                                     |                    | 7,206.97*           |
| MAINTENANCE-MID COUNTY              |                    |                     |
| RITTER @ HOME                       | 126.91             | 524175              |
| W. JEFFERSON COUNTY M.W.D.          | 91.20              | 524188              |
| CENTERPOINT ENERGY RESOURCES CORP   | 199.90             | 524218              |
| A1 FILTER SERVICE COMPANY           | 99.50              | 524247              |
|                                     |                    | 517.51*             |
| SERVICE CENTER                      |                    |                     |
| SPIDLE & SPIDLE                     | 11,036.88          | 524137              |
| HI-LINE                             | 1,179.00           | 524158              |
| J.K. CHEVROLET CO.                  | 145.24             | 524161              |
| THE MUFFLER SHOP                    | 105.00             | 524170              |
| PHILPOTT MOTORS, INC.               | 401.64             | 524171              |
| VOYAGER FLEET SYSTEM, INC.          | 23,290.19          | 524210              |
| BUMPER TO BUMPER                    | 1,104.94           | 524217              |
| ROBERT'S TEXACO XPRESS LUBE         | 49.00              | 524229              |
| AMERICAN TIRE DISTRIBUTORS          | 699.96             | 524230              |
| LIBERTY TIRE RECYCLING LLC          | 372.68             | 524233              |
| MIGHTY OF SOUTHEAST TEXAS           | 1,744.11           | 524245              |
| ADVANCE AUTO PARTS                  | 165.48             | 524256              |
| SILSBEE FORD INC                    | 383.23             | 524263              |
| 1800RADIATOR & AC                   | 195.00             | 524268              |
| TEXAS DEPARTMENT OF MOTOR VEHICLES  | 7.50               | 524271              |
| MIDNIGHT AUTO                       | 99.95              | 524274              |
| TOWN AND COUNTRY FORD               | 5,607.57           | 524323              |
|                                     |                    | 46,587.37*          |
| VETERANS SERVICE                    |                    |                     |
| UNITED STATES POSTAL SERVICE        | 11.17              | 524196              |
|                                     |                    | 11.17*              |
|                                     |                    | 506,300.49**        |
| MOSQUITO CONTROL FUND               |                    |                     |
| ACE IMAGEWEAR                       | 141.88             | 524178              |
| CENTERPOINT ENERGY RESOURCES CORP   | 261.13             | 524218              |
| TDATA, INC                          | 507.95             | 524219              |
| TIGER PERFORMANCE PRODUCTS, INC     | 2,055.23           | 524288              |
| MASSEY SERVICES INC                 | 90.00              | 524330              |
| MID CONTINENT AIRCRAFT CORPORATION  | 800.00             | 524335              |
|                                     |                    | 3,856.19**          |
| BREATH ALCOHOL TESTING              |                    |                     |
| IACT                                | 50.00              | 524160              |
|                                     |                    | 50.00**             |
| J.C. FAMILY TREATMENT               |                    |                     |
| MARY BEVIL                          | 1,309.00           | 524295              |
|                                     |                    | 1,309.00**          |
| SECURITY FEE FUND                   |                    |                     |

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| NAME                                | AMOUNT             | CHECK NO. 288 TOTAL |
| GALLS LLC                           | 102.36             | 524270              |
| AMAZON CAPITAL SERVICES             | 299.94             | 524317              |
|                                     |                    | 402.30**            |
| LAW LIBRARY FUND                    |                    |                     |
| THOMSON REUTERS-WEST                | 3,348.76           | 524258              |
|                                     |                    | 3,348.76**          |
| GRANT A STATE AID                   |                    |                     |
| YOUTH ADVOCATE PROGRAMS INC         | 8,205.51           | 524225              |
|                                     |                    | 8,205.51**          |
| COMMUNITY SUPERVISION FND           |                    |                     |
| SAM HOUSTON STATE UNIVERSITY        | 285.00             | 524176              |
| UNITED STATES POSTAL SERVICE        | 205.90             | 524196              |
| REDWOOD TOXICOLOGY LABORATORY, INC  | 25,278.35          | 524223              |
| JCCSC                               | 275.00             | 524242              |
| ODP BUSINESS SOLUTIONS, LLC         | 749.25             | 524309              |
|                                     |                    | 26,793.50**         |
| SHERIFF'S TRAINING GRANT            |                    |                     |
| CASH ADVANCE ACCOUNT                | 446.20             | 524163              |
|                                     |                    | 446.20**            |
| LAW OFFICER TRAINING GRT            |                    |                     |
| W.W. GRAINGER, INC.                 | 828.28             | 524154              |
|                                     |                    | 828.28**            |
| COUNTY RECORDS MANAGEMENT           |                    |                     |
| UNITED STATES POSTAL SERVICE        | .97                | 524196              |
|                                     |                    | .97**               |
| HOTEL OCCUPANCY TAX FUND            |                    |                     |
| WARREN EQUIPMENT CO.                | 55.00              | 524187              |
| DISH NETWORK                        | 142.39             | 524221              |
| JESSIE DAVIS                        | 92.46              | 524227              |
| TACVB                               | 520.00             | 524228              |
| VICTORIA SCHULTZ                    | 130.65             | 524293              |
| SUMMIT FIRE & SECURITY              | 157.75             | 524303              |
| MUNRO'S UNIFORM SERVICES, LLC       | 536.91             | 524310              |
| MASSEY SERVICES INC                 | 25.00              | 524330              |
|                                     |                    | 1,660.16**          |
| GLO DISASTER GRANT HOME             |                    |                     |
| HONESTY ENVIRONMENTAL SERVICES, INC | 695.00             | 524300              |
|                                     |                    | 695.00**            |
| AIRPORT FUND                        |                    |                     |
| S.E. TEXAS BUILDING SERVICE         | 5,868.34           | 524179              |
| UNITED STATES POSTAL SERVICE        | 1.38               | 524196              |
| LOWE'S HOME CENTERS, INC.           | 318.71             | 524207              |
| CENTERPOINT ENERGY RESOURCES CORP   | 541.35             | 524218              |
| SOUTHEAST TEXAS PARTS AND EQUIPMENT | 8.98               | 524264              |
| M&R FLEET SERVICES, INC.            | 91.94              | 524283              |
| TITAN AVIATION FUELS                | 85,012.89          | 524285              |
| CHARTER COMMUNICATIONS              | 251.30             | 524306              |
| MUNRO'S UNIFORM SERVICES, LLC       | 114.63             | 524310              |
| SIDDONS MARTIN EMERGENCY GROUP LLC  | 278.70             | 524316              |
| AMAZON CAPITAL SERVICES             | 433.86             | 524317              |
| DYNAMIC POWER SYSTEMS               | 1,813.41           | 524328              |
| TRIANGLE EQUIPMENT II LLC           | 4,995.00           | 524329              |
| OPTERRA SOLUTIONS INC               | 1,997.58           | 524334              |
|                                     |                    | 101,728.07**        |
| SE TX EMP. BENEFIT POOL             |                    |                     |
| HOLMES MURPHY                       | 13,750.00          | 524220              |
| EXPRESS SCRIPTS INC                 | 155,678.10         | 524277              |
| LANTERN SPECIALTY CARE              | 916.85             | 524333              |
|                                     |                    | 170,344.95**        |
| SETEC FUND                          |                    |                     |
| INDUSTRIAL & COMMERCIAL MECHANICAL  | 3,304.00           | 524249              |
|                                     |                    | 3,304.00**          |
| PAYROLL FUND                        |                    |                     |

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| NAME                                | AMOUNT             | CHECK NO. 289 TOTAL |
| JEFFERSON CTY. - FLEXIBLE SPENDING  | 17,788.23          | 524114              |
| CLEAT                               | 5,077.00           | 524115              |
| JEFFERSON CTY. TREASURER            | 13,557.86          | 524116              |
| INTERNAL REVENUE SERVICE            | 208.00             | 524117              |
| JEFFERSON CTY. COMMUNITY SUP.       | 6,279.07           | 524118              |
| JEFFERSON CTY. TREASURER - HEALTH   | 581,850.69         | 524119              |
| JEFFERSON CTY. TREASURER - GENERAL  | 45.00              | 524120              |
| JEFFERSON CTY. TREASURER - PAYROLL  | 2,305,230.10       | 524121              |
| JEFFERSON CTY. TREASURER - PAYROLL  | 784,810.45         | 524122              |
| POLICE & FIRE FIGHTERS' ASSOCIATION | 2,975.05           | 524123              |
| JEFFERSON CTY. TREASURER - TCDRS    | 915,571.91         | 524124              |
| JEFFERSON COUNTY TREASURER          | 3,836.42           | 524125              |
| JEFFERSON COUNTY - TREASURER -      | 10,051.35          | 524126              |
| NECHES FEDERAL CREDIT UNION         | 30,772.43          | 524127              |
| DEPARTMENT OF CHILDREN AND FAMILY   | 126.00             | 524128              |
| JEFFERSON COUNTY - NATIONWIDE       | 55,864.44          | 524129              |
| ALLSTATE BENEFITS                   | 6,438.01           | 524130              |
| CHUBB                               | 6,260.04           | 524131              |
|                                     |                    | 4,746,742.05**      |
| LANGUAGE ACCESS FUND                |                    |                     |
| MASTERWORD SERVICES, INC            | 4,928.06           | 524305              |
|                                     |                    | 4,928.06**          |
| ARPA CORONAVIRUS RECOVERY           |                    |                     |
| MEEKER MUNICIPAL WATER DISTRICT     | 3,135.00           | 524141              |
| JEFFERSON COUNTY:REVISION           | 49,208.13          | 524324              |
|                                     |                    | 52,343.13**         |
| GLO DISASTER RECOVERY               |                    |                     |
| MK CONSTRUCTORS                     | 262,530.70         | 524250              |
|                                     |                    | 262,530.70**        |
| GUARDIANSHIP FEE                    |                    |                     |
| KATY LEIGH CORCORAN                 | 300.00             | 524232              |
|                                     |                    | 300.00**            |
| MARINE DIVISION                     |                    |                     |
| ENTERGY                             | 786.74             | 524155              |
| JACK BROOKS REGIONAL AIRPORT        | 759.46             | 524162              |
| VERIZON WIRELESS                    | 151.96             | 524194              |
|                                     |                    | 1,698.16**          |
| SHERIFF - COMMISSARY                |                    |                     |
| SMITHS DETECTION, INC               | 1,196.00           | 524254              |
|                                     |                    | 1,196.00**          |
|                                     |                    | 5,913,241.81***     |

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| NAME                                | AMOUNT             | CHECK NO. 290 TOTAL |
| ROAD & BRIDGE PCT.#1                |                    |                     |
| CASH ADVANCE ACCOUNT                | 551.23             | 524352              |
| M&D SUPPLY                          | 23.69              | 524353              |
| ROMCO EQUIPMENT, INC.               | 8,297.71           | 524357              |
| ACE IMAGEWEAR                       | 99.56              | 524360              |
| S.E. TEXAS BUILDING SERVICE         | 433.33             | 524362              |
| SOUTHERN TIRE MART, LLC             | 32.50              | 524368              |
| SERVICE GRAPHICS                    | 281.00             | 524369              |
| REFLECTIONS                         | 106.00             | 524371              |
| PUMPTX, INC.                        | 253.52             | 524379              |
| ADVANCE AUTO PARTS                  | 165.11             | 524405              |
|                                     |                    | 10,243.65**         |
| ROAD & BRIDGE PCT.#2                |                    |                     |
| AUDILET TRACTOR SALES               | 21.60              | 524340              |
| BEAUMONT TRACTOR COMPANY            | 221.70             | 524341              |
| ACE IMAGEWEAR                       | 39.84              | 524360              |
| SMART'S TRUCK & TRAILER, INC.       | 421.68             | 524361              |
| BUMPER TO BUMPER                    | 90.80              | 524386              |
| NEW WAVE WELDING TECHNOLOGY         | 27.00              | 524392              |
| SILSBEE FORD INC                    | 46,855.20          | 524410              |
| TEXAS FACILITIES COMMISSION         | 675.00             | 524411              |
| WAUKESHA-PEARCE INDUSTRIES LLC      | 107.88             | 524415              |
| CHARTER COMMUNICATIONS              | 178.74             | 524438              |
|                                     |                    | 48,639.44**         |
| ROAD & BRIDGE PCT. # 3              |                    |                     |
| AUDILET TRACTOR SALES               | 220.26             | 524340              |
| BEAUMONT TRACTOR COMPANY            | 436.36             | 524341              |
| ENTERGY                             | 15.90              | 524349              |
| S.E. TEXAS BUILDING SERVICE         | 162.50             | 524362              |
| WINDSTREAM                          | 49.08              | 524388              |
| CHARTER COMMUNICATIONS              | 165.48             | 524432              |
| MASSEY SERVICES INC                 | 70.00              | 524450              |
|                                     |                    | 1,119.58**          |
| ROAD & BRIDGE PCT.#4                |                    |                     |
| SPIDLE & SPIDLE                     | 4,235.32           | 524339              |
| BELL FENCE MFG. CO.                 | 330.00             | 524343              |
| M&D SUPPLY                          | 275.61             | 524353              |
| NATALIE ROBERTS                     | 36.75              | 524391              |
| INTERSTATE ALL BATTERY CENTER - BMT | 136.95             | 524394              |
| GULF COAST                          | 271.35             | 524421              |
| MUNRO'S UNIFORM SERVICES, LLC       | 96.78              | 524443              |
|                                     |                    | 5,382.76**          |
| PARKS & RECREATION                  |                    |                     |
| SMART'S TRUCK & TRAILER, INC.       | 182.45             | 524361              |
| LOWE'S HOME CENTERS, INC.           | 486.67             | 524380              |
|                                     |                    | 669.12**            |
| GENERAL FUND                        |                    |                     |
| TAX OFFICE                          |                    |                     |
| UNITED STATES POSTAL SERVICE        | 477.91             | 524375              |
|                                     |                    | 477.91*             |
| COUNTY HUMAN RESOURCES              |                    |                     |
| UNITED STATES POSTAL SERVICE        | 11.71              | 524375              |
|                                     |                    | 11.71*              |
| AUDITOR'S OFFICE                    |                    |                     |
| UNITED STATES POSTAL SERVICE        | 9.11               | 524375              |
| THOMSON REUTER TAX & ACCNTG INC R&G | 490.15             | 524390              |
|                                     |                    | 499.26*             |
| COUNTY CLERK                        |                    |                     |
| UNITED STATES POSTAL SERVICE        | 233.70             | 524375              |
| GOVOS INC                           | 400.00             | 524455              |
|                                     |                    | 633.70*             |
| COUNTY JUDGE                        |                    |                     |

| PGM: GMCOMMV2                       | DATE<br>12-31-2024 | PAGE: 2                        |
|-------------------------------------|--------------------|--------------------------------|
| NAME                                | AMOUNT             | CHECK NO. <sup>291</sup> TOTAL |
| UNITED STATES POSTAL SERVICE        | 12.01              | 524375                         |
| ODP BUSINESS SOLUTIONS, LLC         | 52.49              | 524442                         |
|                                     |                    | 64.50*                         |
| RISK MANAGEMENT                     |                    |                                |
| UNITED STATES POSTAL SERVICE        | 2.07               | 524375                         |
| AMAZON CAPITAL SERVICES             | 187.32             | 524444                         |
|                                     |                    | 189.39*                        |
| COUNTY TREASURER                    |                    |                                |
| UNITED STATES POSTAL SERVICE        | 113.33             | 524375                         |
| PRINTING DEPARTMENT                 |                    | 113.33*                        |
| LINDENMEYR MUNROE                   | 956.25             | 524423                         |
| PURCHASING DEPARTMENT               |                    | 956.25*                        |
| UNITED STATES POSTAL SERVICE        | 90.57              | 524375                         |
| CINTAS CORPORATION                  | 112.16             | 524414                         |
|                                     |                    | 202.73*                        |
| GENERAL SERVICES                    |                    |                                |
| LJA ENGINEERING INC                 | 1,268.08           | 524400                         |
| SAM'S CLUB DIRECT                   | 51.84              | 524402                         |
| CRIME STOPPERS OF SOUTHEAST TEXAS   | 5,298.30           | 524417                         |
| CHARTER COMMUNICATIONS              | 2,442.83           | 524430                         |
| CHARTER COMMUNICATIONS              | 221.14             | 524433                         |
| CHARTER COMMUNICATIONS              | 237.46             | 524434                         |
| CHARTER COMMUNICATIONS              | 952.43             | 524439                         |
|                                     |                    | 10,472.08*                     |
| DATA PROCESSING                     |                    |                                |
| FED EX                              | 17.14              | 524346                         |
| CDW COMPUTER CENTERS, INC.          | 7,606.36           | 524370                         |
| STEEPMEADOW SOLUTIONS, LLC          | 7,068.96           | 524428                         |
| ODP BUSINESS SOLUTIONS, LLC         | 18.89              | 524442                         |
| AMAZON CAPITAL SERVICES             | 62.21              | 524444                         |
| FS.COM INC                          | 2,980.00           | 524453                         |
|                                     |                    | 17,753.56*                     |
| VOTERS REGISTRATION DEPT            |                    |                                |
| UNITED STATES POSTAL SERVICE        | 586.66             | 524375                         |
|                                     |                    | 586.66*                        |
| ELECTIONS DEPARTMENT                |                    |                                |
| DEPARTMENT OF INFORMATION RESOURCES | .14                | 524372                         |
| UNITED STATES POSTAL SERVICE        | 6.21               | 524375                         |
|                                     |                    | 6.35*                          |
| DISTRICT ATTORNEY                   |                    |                                |
| UNITED STATES POSTAL SERVICE        | 134.69             | 524375                         |
| DISTRICT CLERK                      |                    | 134.69*                        |
| UNITED STATES POSTAL SERVICE        | 325.95             | 524375                         |
| CRIMINAL DISTRICT COURT             |                    | 325.95*                        |
| UNITED STATES POSTAL SERVICE        | .97                | 524375                         |
| 58TH DISTRICT COURT                 |                    | .97*                           |
| UNITED STATES POSTAL SERVICE        | 31.41              | 524375                         |
| 60TH DISTRICT COURT                 |                    | 31.41*                         |
| UNITED STATES POSTAL SERVICE        | .69                | 524375                         |
| 136TH DISTRICT COURT                |                    | .69*                           |
| LEXIS-NEXIS                         | 227.79             | 524376                         |
| 252ND DISTRICT COURT                |                    | 227.79*                        |

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| NAME                          | AMOUNT             | CHECK NO. 292 TOTAL |
| THOMAS J. BURBANK PC          | 2,587.50           | 524344              |
| WENDELL RADFORD               | 900.00             | 524355              |
| UNITED STATES POSTAL SERVICE  | 19.84              | 524375              |
| M.K. HAMZA, PHD, P.A.         | 1,600.00           | 524404              |
| MATUSKA LAW FIRM              | 15,594.94          | 524412              |
| 279TH DISTRICT COURT          |                    | 20,702.28*          |
| ANITA F. PROVO                | 962.50             | 524354              |
| NATHAN REYNOLDS, JR.          | 561.00             | 524356              |
| GLEN M. CROCKER               | 605.00             | 524378              |
| LANGSTON ADAMS                | 550.00             | 524381              |
| JOEL WEBB VAZQUEZ             | 605.00             | 524385              |
| KIMBERLY PHELAN, P.C.         | 440.00             | 524387              |
| TONYA CONNELL TOUPS           | 660.00             | 524389              |
| ALLEN PARKER                  | 330.00             | 524396              |
| BRITTANIE HOLMES              | 440.00             | 524403              |
| THOMSON REUTERS-WEST          | 63.00              | 524406              |
| WILLIAM FORD DISHMAN          | 2,530.00           | 524408              |
| ALICIA K HALL PLLC            | 2,860.00           | 524422              |
| SHELANDER LAW OFFICE          | 1,430.00           | 524425              |
| JULIANNA NICKS                | 1,210.00           | 524446              |
| 317TH DISTRICT COURT          |                    | 13,246.50*          |
| KEVIN PAULA SEKALY PC         | 1,050.00           | 524359              |
| UNITED STATES POSTAL SERVICE  | 1.68               | 524375              |
| JOEL WEBB VAZQUEZ             | 710.00             | 524385              |
| KIMBERLY PHELAN, P.C.         | 525.00             | 524387              |
| AMAZON CAPITAL SERVICES       | 83.04              | 524444              |
| JUSTICE COURT-PCT 1 PL 1      |                    | 2,369.72*           |
| UNITED STATES POSTAL SERVICE  | 65.72              | 524375              |
| THOMSON REUTERS-WEST          | 137.38             | 524406              |
| JUSTICE COURT-PCT 1 PL 2      |                    | 203.10*             |
| UNITED STATES POSTAL SERVICE  | 26.91              | 524375              |
| ODP BUSINESS SOLUTIONS, LLC   | 171.93             | 524442              |
| JUSTICE COURT-PCT 4           |                    | 198.84*             |
| TEXAS ASSOCIATION OF COUNTIES | 160.00             | 524364              |
| JUSTICE COURT-PCT 6           |                    | 160.00*             |
| TEXAS ASSOCIATION OF COUNTIES | 70.00              | 524364              |
| UNITED STATES POSTAL SERVICE  | 74.51              | 524375              |
| ODP BUSINESS SOLUTIONS, LLC   | 57.44              | 524442              |
| JUSTICE COURT-PCT 7           |                    | 201.95*             |
| TEXAS ASSOCIATION OF COUNTIES | 115.00             | 524365              |
| JUSTICE OF PEACE PCT. 8       |                    | 115.00*             |
| TEXAS ASSOCIATION OF COUNTIES | 70.00              | 524364              |
| COUNTY COURT AT LAW NO.1      |                    | 70.00*              |
| TEXAS CENTER FOR JUDICIARY    | 35.00              | 524366              |
| UNITED STATES POSTAL SERVICE  | 11.61              | 524375              |
| COUNTY COURT AT LAW NO. 2     |                    | 46.61*              |
| EDWARD B. GRIPON, M.D., P.A.  | 795.00             | 524348              |
| UNITED STATES POSTAL SERVICE  | 26.22              | 524375              |
| JOEL WEBB VAZQUEZ             | 250.00             | 524385              |
| LAURIE PEROZZO                | 350.00             | 524395              |
| M.K. HAMZA, PHD, P.A.         | 200.00             | 524404              |
| COUNTY COURT AT LAW NO. 3     |                    | 1,621.22*           |



| PGM: GMCOMMV2                       | DATE<br>12-31-2024 | PAGE: 4                        |
|-------------------------------------|--------------------|--------------------------------|
| NAME                                | AMOUNT             | CHECK NO. <sup>293</sup> TOTAL |
| TODD W LEBLANC                      | 250.00             | 524337                         |
| UNITED STATES POSTAL SERVICE        | 15.18              | 524375                         |
| RAEGAN MINALDI                      | 500.00             | 524449                         |
|                                     |                    | 765.18*                        |
| COURT MASTER                        |                    |                                |
| LAWRENCE E THORNE III               | 2,507.92           | 524397                         |
|                                     |                    | 2,507.92*                      |
| MEDIATION CENTER                    |                    |                                |
| SOUTHEAST TEXAS WATER               | 37.00              | 524363                         |
| UNITED STATES POSTAL SERVICE        | 19.95              | 524375                         |
|                                     |                    | 56.95*                         |
| SHERIFF'S DEPARTMENT                |                    |                                |
| DEPARTMENT OF INFORMATION RESOURCES | 537.28             | 524372                         |
| UNITED STATES POSTAL SERVICE        | 1,961.25           | 524375                         |
| WALMART CAPITAL ONE                 | 483.94             | 524427                         |
|                                     |                    | 2,982.47*                      |
| JAIL - NO. 2                        |                    |                                |
| CITY OF BEAUMONT - WATER DEPT.      | 9,073.84           | 524345                         |
| W.W. GRAINGER, INC.                 | 48.20              | 524347                         |
| HYDRO-CLEAN SERVICES, INC.          | 1,775.00           | 524351                         |
| WARREN EQUIPMENT CO.                | 243.40             | 524367                         |
| COOK'S CORRECTIONAL                 | 5,315.14           | 524377                         |
| PETROLEUM SOLUTIONS, INC.           | 207.50             | 524384                         |
| GALLS LLC                           | 107.61             | 524413                         |
| TRINITY SERVICES GROUP INC          | 50,448.83          | 524420                         |
| WORKQUEST                           | 344.52             | 524426                         |
| WALMART CAPITAL ONE                 | 177.84             | 524427                         |
| TEXAS COMMISSION ON ENVIRONMENTAL   | 7,200.00           | 524447                         |
|                                     |                    | 74,941.88*                     |
| JUVENILE PROBATION DEPT.            |                    |                                |
| UNITED STATES POSTAL SERVICE        | 1.38               | 524375                         |
|                                     |                    | 1.38*                          |
| JUVENILE DETENTION HOME             |                    |                                |
| BEAUMONT TROPHIES                   | 283.00             | 524342                         |
| CITY OF BEAUMONT - WATER DEPT.      | 1,595.69           | 524345                         |
| BEN E KEITH COMPANY                 | 3,807.43           | 524383                         |
| AI FILTER SERVICE COMPANY           | 299.00             | 524399                         |
|                                     |                    | 5,985.12*                      |
| CONSTABLE PCT 1                     |                    |                                |
| UNITED STATES POSTAL SERVICE        | 57.66              | 524375                         |
| ODP BUSINESS SOLUTIONS, LLC         | 782.56             | 524442                         |
|                                     |                    | 840.22*                        |
| CONSTABLE-PCT 6                     |                    |                                |
| CASH ADVANCE ACCOUNT                | 272.87             | 524352                         |
| CDW COMPUTER CENTERS, INC.          | 703.70             | 524370                         |
| UNITED STATES POSTAL SERVICE        | 23.13              | 524375                         |
|                                     |                    | 999.70*                        |
| AGRICULTURE EXTENSION SVC           |                    |                                |
| CASH ADVANCE ACCOUNT                | 104.50             | 524352                         |
| CORENA N FITZGERALD                 | 54.40              | 524419                         |
| WALMART CAPITAL ONE                 | 279.77             | 524427                         |
|                                     |                    | 438.67*                        |
| HEALTH AND WELFARE NO. 1            |                    |                                |
| NOTARY PUBLIC UNDERWRITERS AGENCY   | 116.95             | 524373                         |
| UNITED STATES POSTAL SERVICE        | 120.03             | 524375                         |
|                                     |                    | 236.98*                        |
| HEALTH AND WELFARE NO. 2            |                    |                                |
| ENTERGY                             | 70.00              | 524350                         |
| ODP BUSINESS SOLUTIONS, LLC         | 270.40             | 524442                         |
|                                     |                    | 340.40*                        |
| INDIGENT MEDICAL SERVICES           |                    |                                |

| PGM: GMCOMMV2                       | DATE<br>12-31-2024 | PAGE: 5             |
|-------------------------------------|--------------------|---------------------|
| NAME                                | AMOUNT             | CHECK NO. 294 TOTAL |
| CARDINAL HEALTH 110 INC             | 831.82             | 524407              |
| EMERGENCY MANAGEMENT                |                    | 831.82*             |
| WALMART CAPITAL ONE                 | 100.59             | 524427              |
| MAINTENANCE-BEAUMONT                |                    | 100.59*             |
| ENTERGY                             | 27,801.48          | 524349              |
| ACE IMAGEWEAR                       | 228.41             | 524360              |
| DEPARTMENT OF INFORMATION RESOURCES | .56                | 524372              |
| OTIS ELEVATOR COMPANY               | 2,808.46           | 524382              |
| CINTAS CORPORATION                  | 101.20             | 524414              |
| AT&T CORP                           | 5,611.67           | 524424              |
| CHARTER COMMUNICATIONS              | 218.37             | 524437              |
| SCOTT EQUIPMENT LLC                 | 27,380.00          | 524445              |
|                                     |                    | 64,150.15*          |
| MAINTENANCE-PORT ARTHUR             |                    |                     |
| SANITARY SUPPLY, INC.               | 211.00             | 524358              |
| CHARTER COMMUNICATIONS              | 501.58             | 524436              |
|                                     |                    | 712.58*             |
| SERVICE CENTER                      |                    |                     |
| DEPARTMENT OF INFORMATION RESOURCES | .01                | 524372              |
| VETERANS SERVICE                    |                    | .01*                |
| UNITED STATES POSTAL SERVICE        | 30.66              | 524375              |
| ODP BUSINESS SOLUTIONS, LLC         | 32.50              | 524442              |
|                                     |                    | 63.16*              |
|                                     |                    | 227,579.33**        |
| MOSQUITO CONTROL FUND               |                    |                     |
| ACE IMAGEWEAR                       | 70.94              | 524360              |
|                                     |                    | 70.94**             |
| COMMUNITY SUPERVISION FND           |                    |                     |
| UNITED STATES POSTAL SERVICE        | 64.86              | 524375              |
| CHARTER COMMUNICATIONS              | 200.16             | 524435              |
|                                     |                    | 265.02**            |
| LAW OFFICER TRAINING GRT            |                    |                     |
| BEAUMONT TROPHIES                   | 85.30              | 524342              |
|                                     |                    | 85.30**             |
| HOTEL OCCUPANCY TAX FUND            |                    |                     |
| ENTERGY                             | 1,289.46           | 524349              |
| DEPARTMENT OF INFORMATION RESOURCES | .45                | 524372              |
| UNITED STATES POSTAL SERVICE        | 24.43              | 524375              |
| AT&T CORP                           | 265.00             | 524424              |
| CHARTER COMMUNICATIONS              | 130.63             | 524431              |
|                                     |                    | 1,709.97**          |
| GLO DISASTER GRANT HOME             |                    |                     |
| DEE RICHARD REAL ESTATE LLC         | 14,350.00          | 524452              |
| GRAND OAK ESTATES PROPERTY OWNERS   | 120.00             | 524454              |
|                                     |                    | 14,470.00**         |
| CAPITAL PROJECTS FUND               |                    |                     |
| TIM RICHARDSON                      | 18,000.00          | 524409              |
|                                     |                    | 18,000.00**         |
| AIRPORT FUND                        |                    |                     |
| AIRPORT LIGHTING COMPANY            | 1,472.55           | 524336              |
| TRIANGLE LOCKSMITH                  | 244.00             | 524338              |
| UNITED STATES POSTAL SERVICE        | .69                | 524375              |
| LOWE'S HOME CENTERS, INC.           | 47.75              | 524380              |
| MICHAEL BARNETT                     | 1,750.00           | 524393              |
| DELTA INDUSTRIAL SERVICE & SUPPLY   | 482.00             | 524398              |
| ADVANCE AUTO PARTS                  | 17.99              | 524405              |
| M&R FLEET SERVICES, INC.            | 91.94              | 524416              |
| TITAN AVIATION FUELS                | 58,798.97          | 524418              |
|                                     |                    | 62,905.89**         |
| SE TX EMP. BENEFIT POOL             |                    |                     |

|                                    |            |                                |
|------------------------------------|------------|--------------------------------|
| PGM: GMCOMMV2                      | DATE       | PAGE: 6                        |
|                                    | 12-31-2024 |                                |
| NAME                               | AMOUNT     | CHECK NO. <sup>295</sup> TOTAL |
| LANTERN SPECIALTY CARE             | 1,469.25   | 524451 1,469.25**              |
| SETEC FUND                         |            |                                |
| INDUSTRIAL & COMMERCIAL MECHANICAL | 2,686.88   | 524401 2,686.88**              |
| D.A.'S FORFEITURED FUNDS           |            |                                |
| WALMART CAPITAL ONE                | 719.88     | 524427 719.88**                |
| LATCF FEDERAL GRANT                |            |                                |
| WAVE SOLUTIONS LLC                 | 156,400.00 | 524440 156,400.00**            |
| LANGUAGE ACCESS FUND               |            |                                |
| MASTERWORD SERVICES, INC           | 2,804.68   | 524429 2,804.68**              |
| ARPA CORONAVIRUS RECOVERY          |            |                                |
| BRAVE/ARCHITECTURE INC             | 34,907.19  | 524448 34,907.19**             |
| SHERIFF - COMMISSARY               |            |                                |
| WALMART CAPITAL ONE                | 79.94      | 524427 79.94**                 |
|                                    |            | 590,208.82***                  |

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| NAME                           | AMOUNT             | CHECK NO. 296 TOTAL |
| ROAD & BRIDGE PCT.#1           |                    |                     |
| ACE IMAGEWEAR                  | 75.22              | 524502              |
| AT&T                           | 49.39              | 524503              |
| VERIZON WIRELESS               | 75.98              | 524511              |
|                                |                    | 200.59**            |
| ROAD & BRIDGE PCT.#2           |                    |                     |
| CITY OF NEDERLAND              | 72.07              | 524483              |
| ENTERGY                        | 196.27             | 524489              |
|                                |                    | 268.34**            |
| ROAD & BRIDGE PCT. # 3         |                    |                     |
| FARM & HOME SUPPLY             | 6.54               | 524486              |
| ENTERGY                        | 216.42             | 524489              |
| KIRKSEY'S SPRINT PRINTING      | 24.95              | 524493              |
| ACE IMAGEWEAR                  | 1,868.74           | 524502              |
| AT&T                           | 52.52              | 524503              |
| VERIZON WIRELESS               | 38.35              | 524511              |
| TEXAS GAS SERVICE              | 213.22             | 524517              |
| KING RANCH AG AND TURF         | 8,108.19           | 524572              |
|                                |                    | 10,528.93**         |
| ROAD & BRIDGE PCT.#4           |                    |                     |
| CITY OF BEAUMONT - WATER DEPT. | 25.18              | 524481              |
| ENTERGY                        | 871.21             | 524489              |
| W. JEFFERSON COUNTY M.W.D.     | 203.70             | 524504              |
| COUNTY HOME AND RANCH LP       | 299.99             | 524530              |
| SAM'S CLUB DIRECT              | 424.90             | 524535              |
|                                |                    | 1,824.98**          |
| PARKS & RECREATION             |                    |                     |
| ENTERGY                        | 874.84             | 524489              |
| W. JEFFERSON COUNTY M.W.D.     | 29.93              | 524504              |
| VERIZON WIRELESS               | 37.99              | 524511              |
|                                |                    | 942.76**            |
| GENERAL FUND                   |                    |                     |
| TAX OFFICE                     |                    |                     |
| ACE IMAGEWEAR                  | 42.84              | 524502              |
| UNITED STATES POSTAL SERVICE   | 252.31             | 524513              |
| ODP BUSINESS SOLUTIONS, LLC    | 27.78              | 524559              |
|                                |                    | 322.93*             |
| COUNTY HUMAN RESOURCES         |                    |                     |
| UNITED STATES POSTAL SERVICE   | 1.38               | 524513              |
|                                |                    | 1.38*               |
| AUDITOR'S OFFICE               |                    |                     |
| ODP BUSINESS SOLUTIONS, LLC    | 294.90             | 524559              |
|                                |                    | 294.90*             |
| COUNTY CLERK                   |                    |                     |
| UNITED STATES POSTAL SERVICE   | 102.36             | 524513              |
|                                |                    | 102.36*             |
| COUNTY JUDGE                   |                    |                     |
| KIMBERLY PHELAN, P.C.          | 450.00             | 524523              |
|                                |                    | 450.00*             |
| RISK MANAGEMENT                |                    |                     |
| UNITED STATES POSTAL SERVICE   | 1.94               | 524513              |
|                                |                    | 1.94*               |
| COUNTY TREASURER               |                    |                     |
| UNITED STATES POSTAL SERVICE   | 85.56              | 524513              |
|                                |                    | 85.56*              |
| PURCHASING DEPARTMENT          |                    |                     |
| UNITED STATES POSTAL SERVICE   | 19.84              | 524513              |
|                                |                    | 19.84*              |
| GENERAL SERVICES               |                    |                     |

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|---------------------------------|--------------------|---------------------|
| NAME                            | AMOUNT             | CHECK NO. 297 TOTAL |
| CASH ADVANCE ACCOUNT            | 80.00              | 524492              |
| VERIZON WIRELESS                | 303.92             | 524510              |
| CROWN CASTLE INTERNATIONAL      | 1,999.98           | 524519              |
| RR DONNELLEY                    | 2,235.08           | 524545              |
| K2 TOWERS III, LLC              | 2,435.00           | 524556              |
| MCGRIFF INSURANCE SERVICES, INC | 1,930.00           | 524560              |
|                                 |                    | 8,983.98*           |
| DATA PROCESSING                 |                    |                     |
| CDW COMPUTER CENTERS, INC.      | 23,630.34          | 524505              |
| VERIZON WIRELESS                | 125.98             | 524511              |
| TODD L. FREDERICK               | 434.16             | 524515              |
| CRYSTAL THIERRY                 | 199.66             | 524524              |
| ODP BUSINESS SOLUTIONS, LLC     | 85.90              | 524559              |
| FACILITY GATEWAY CORPORATION    | 850.00             | 524564              |
|                                 |                    | 25,326.04*          |
| VOTERS REGISTRATION DEPT        |                    |                     |
| UNITED STATES POSTAL SERVICE    | 84.56              | 524513              |
| ELECTIONS DEPARTMENT            |                    | 84.56*              |
| UNITED STATES POSTAL SERVICE    | 2.07               | 524513              |
| DISTRICT ATTORNEY               |                    | 2.07*               |
| UNITED STATES POSTAL SERVICE    | 74.87              | 524513              |
| DISTRICT CLERK                  |                    | 74.87*              |
| UNITED STATES POSTAL SERVICE    | 119.10             | 524513              |
| ODP BUSINESS SOLUTIONS, LLC     | 244.87             | 524559              |
|                                 |                    | 363.97*             |
| CRIMINAL DISTRICT COURT         |                    |                     |
| EDWARD B. GRIPON, M.D., P.A.    | 795.00             | 524487              |
| KIMBERLY R. BROUSSARD           | 1,985.50           | 524526              |
| MATUSKA LAW FIRM                | 900.00             | 524540              |
|                                 |                    | 3,680.50*           |
| 252ND DISTRICT COURT            |                    |                     |
| UNITED STATES POSTAL SERVICE    | 89.28              | 524513              |
| MATUSKA LAW FIRM                | 1,600.00           | 524540              |
|                                 |                    | 1,689.28*           |
| 317TH DISTRICT COURT            |                    |                     |
| MARVA PROVO                     | 975.00             | 524498              |
| KEVIN PAULA SEKALY PC           | 650.00             | 524501              |
| CHARLES ROJAS                   | 325.00             | 524507              |
| MATUSKA LAW FIRM                | 1,700.00           | 524540              |
|                                 |                    | 3,650.00*           |
| JUSTICE COURT-PCT 2             |                    |                     |
| THOMSON REUTERS-WEST            | 137.38             | 524539              |
|                                 |                    | 137.38*             |
| JUSTICE COURT-PCT 6             |                    |                     |
| UNITED STATES POSTAL SERVICE    | 10.26              | 524513              |
|                                 |                    | 10.26*              |
| JUSTICE COURT-PCT 7             |                    |                     |
| AT&T                            | 49.95              | 524503              |
|                                 |                    | 49.95*              |
| JUSTICE OF PEACE PCT. 8         |                    |                     |
| CASH ADVANCE ACCOUNT            | 587.50             | 524492              |
| THOMSON REUTERS-WEST            | 137.38             | 524539              |
|                                 |                    | 724.88*             |
| COUNTY COURT AT LAW NO.1        |                    |                     |
| ODP BUSINESS SOLUTIONS, LLC     | 95.00              | 524559              |
|                                 |                    | 95.00*              |
| COUNTY COURT AT LAW NO. 2       |                    |                     |

| PGM: GMCOMMV2                       | DATE<br>01-07-2025 | PAGE: 3             |
|-------------------------------------|--------------------|---------------------|
| NAME                                | AMOUNT             | CHECK NO. 298 TOTAL |
| DAVID GROVE                         | 250.00             | 524476              |
| JACK LAWRENCE                       | 350.00             | 524477              |
| JOHN EUGENE MACEY                   | 1,025.00           | 524494              |
| MARVA PROVO                         | 425.00             | 524498              |
| NATHAN REYNOLDS, JR.                | 1,100.00           | 524499              |
| MATUSKA LAW FIRM                    | 300.00             | 524540              |
| RAEGAN MINALDI                      | 250.00             | 524573              |
| COUNTY COURT AT LAW NO. 3           |                    | 3,700.00*           |
| JOHN EUGENE MACEY                   | 250.00             | 524494              |
| MARVA PROVO                         | 1,250.00           | 524498              |
| KIMBERLY PHELAN, P.C.               | 500.00             | 524523              |
| LAW OFFICE OF GILES R COLE & ASSOC  | 850.00             | 524554              |
| SHERIFF'S DEPARTMENT                |                    | 2,850.00*           |
| CITY OF NEDERLAND                   | 85.37              | 524483              |
| EQUINE MEDICINE & SURGERY           | 296.20             | 524485              |
| KIRKSEY'S SPRINT PRINTING           | 124.75             | 524493              |
| MOORMAN & ASSOCIATES, INC.          | 1,360.00           | 524495              |
| SANITARY SUPPLY, INC.               | 67.56              | 524500              |
| UNITED STATES POSTAL SERVICE        | 14.92              | 524513              |
| ATTABOY TERMITE & PEST CONTROL      | 62.67              | 524527              |
| RITA HURT                           | 1,650.00           | 524532              |
| CALLYO 2009 CORP                    | 4,920.00           | 524541              |
| GALLS LLC                           | 3,019.32           | 524543              |
| 3L PRINTING COMPANY                 | 76.00              | 524546              |
| ODP BUSINESS SOLUTIONS, LLC         | 274.60             | 524559              |
| AMAZON CAPITAL SERVICES             | 599.98             | 524563              |
| BEAUMONT OCCUPATIONAL SERVICES      | 601.60             | 524566              |
| JAIL - NO. 2                        |                    | 13,152.97*          |
| CITY OF BEAUMONT - WATER DEPT.      | 16,356.16          | 524479              |
| CITY OF BEAUMONT - WATER DEPT.      | 17,322.37          | 524480              |
| CDW COMPUTER CENTERS, INC.          | 71.06              | 524505              |
| CONSTELLATION NEWENERGY - GAS DIVIS | 1,327.08           | 524538              |
| JUVENILE PROBATION DEPT.            |                    | 35,076.67*          |
| LARONDA TURNER                      | 168.84             | 524496              |
| VERIZON WIRELESS                    | 54.25              | 524511              |
| ROXANA MITCHELL                     | 87.10              | 524544              |
| TY-JUNEA JONES                      | 57.62              | 524555              |
| JUVENILE DETENTION HOME             |                    | 367.81*             |
| CITY OF BEAUMONT - WATER DEPT.      | 3,050.76           | 524479              |
| CITY OF BEAUMONT - WATER DEPT.      | 3,230.98           | 524480              |
| BEN E KEITH COMPANY                 | 372.01             | 524520              |
| FLOWERS BAKING COMPANY OF HOUSTON   | 90.51              | 524561              |
| BAK GLOBAL LLC                      | 200.00             | 524565              |
| CONSTABLE PCT 1                     |                    | 6,944.26*           |
| VERIZON WIRELESS                    | 265.19             | 524511              |
| UNITED STATES POSTAL SERVICE        | 8.11               | 524513              |
| CONSTABLE-PCT 2                     |                    | 273.30*             |
| VERIZON WIRELESS                    | 113.97             | 524511              |
| CONSTABLE-PCT 4                     |                    | 113.97*             |
| VERIZON WIRELESS                    | 113.97             | 524511              |
| CONSTABLE-PCT 6                     |                    | 113.97*             |
| VERIZON WIRELESS                    | 113.97             | 524511              |
| UNITED STATES POSTAL SERVICE        | 3.88               | 524513              |
| THOMSON REUTERS-WEST                | 137.38             | 524539              |
| CONSTABLE PCT. 7                    |                    | 255.23*             |

| PGM: GMCOMMV2                     | DATE<br>01-07-2025 | PAGE: 4             |
|-----------------------------------|--------------------|---------------------|
| NAME                              | AMOUNT             | CHECK NO. 299 TOTAL |
| KIRKSEY'S SPRINT PRINTING         | 24.95              | 524493              |
| AT&T                              | 49.95              | 524503              |
| VERIZON WIRELESS                  | 113.97             | 524511              |
| CONSTABLE PCT. 8                  |                    | 188.87*             |
| VERIZON WIRELESS                  | 113.97             | 524511              |
| COUNTY MORGUE                     |                    | 113.97*             |
| PROCTOR'S MORTUARY INC            | 12,500.00          | 524528              |
| FORENSIC MEDICAL                  | 43,320.00          | 524551              |
| AGRICULTURE EXTENSION SVC         |                    | 55,820.00*          |
| NAE4 HYDP                         | 80.00              | 524578              |
| HEALTH AND WELFARE NO. 1          |                    | 80.00*              |
| MCKESSON MEDICAL-SURGICAL INC     | 223.09             | 524506              |
| UNITED STATES POSTAL SERVICE      | 25.98              | 524513              |
| THOMSON REUTERS-WEST              | 161.90             | 524539              |
| BAK GLOBAL LLC                    | 260.00             | 524565              |
| HEALTH AND WELFARE NO. 2          |                    | 670.97*             |
| THOMSON REUTERS-WEST              | 161.89             | 524539              |
| CHARTER COMMUNICATIONS            | 200.16             | 524558              |
| ENVIRONMENTAL CONTROL             |                    | 362.05*             |
| AT&T                              | 49.95              | 524503              |
| INDIGENT MEDICAL SERVICES         |                    | 49.95*              |
| VERIZON WIRELESS                  | 40.23              | 524511              |
| MCGRIFF INSURANCE SERVICES, INC   | 6,331.00           | 524560              |
| THUY LE                           | 1,800.00           | 524574              |
| CLIFTON R LEWIS                   | 600.00             | 524577              |
| MAINTENANCE-BEAUMONT              |                    | 8,771.23*           |
| CITY OF BEAUMONT - WATER DEPT.    | 20,118.85          | 524478              |
| ENTERGY                           | 5,041.10           | 524489              |
| ACE IMAGEWEAR                     | 2,272.60           | 524502              |
| AT&T                              | 122.01             | 524503              |
| MAINTENANCE-PORT ARTHUR           |                    | 27,554.56*          |
| CITY OF PORT ARTHUR - WATER DEPT. | 904.13             | 524482              |
| AT&T                              | 72.06              | 524503              |
| LOWE'S HOME CENTERS, INC.         | 129.44             | 524516              |
| TEXAS GAS SERVICE                 | 523.17             | 524517              |
| INLAND ENVIRONMENTS INC.          | 3,400.00           | 524518              |
| PARKER'S BUILDING SUPPLY          | 2.99               | 524562              |
| MAINTENANCE-MID COUNTY            |                    | 5,031.79*           |
| CITY OF NEDERLAND                 | 111.57             | 524483              |
| ENTERGY                           | 355.98             | 524489              |
| W. JEFFERSON COUNTY M.W.D.        | 56.63              | 524504              |
| SERVICE CENTER                    |                    | 524.18*             |
| SPIDLE & SPIDLE                   | 10,254.40          | 524475              |
| J.K. CHEVROLET CO.                | 761.67             | 524491              |
| PHILPOTT MOTORS, INC.             | 25.78              | 524497              |
| JEFFERSON CTY. TAX OFFICE         | 7.50               | 524508              |
| JEFFERSON CTY. TAX OFFICE         | 7.50               | 524509              |
| BUMPER TO BUMPER                  | 858.08             | 524521              |
| KIMBALL MIDWEST                   | 1,436.00           | 524522              |
| MIGHTY OF SOUTHEAST TEXAS         | 132.26             | 524529              |
| SPANKY'S WRECKER SERVICE INC      | 150.00             | 524533              |

| PGM: GMCOMMV2                       | DATE<br>01-07-2025 | PAGE: 5             |
|-------------------------------------|--------------------|---------------------|
| NAME                                | AMOUNT             | CHECK NO. 300 TOTAL |
| ACTION OVERHEAD DOOR LLC            | 149.50             | 524536              |
| ADVANCE AUTO PARTS                  | 334.14             | 524537              |
| LAKE COUNTRY CHEVROLET, INC.        | 47,899.50          | 524549              |
| O'REILLY AUTO PARTS                 | 187.64             | 524550              |
| TOWN AND COUNTRY FORD               | 5,867.83           | 524568              |
| TILLS TOOLS                         | 70.00              | 524575              |
|                                     |                    | 68,141.80*          |
|                                     |                    | 276,309.20**        |
| MOSQUITO CONTROL FUND               |                    |                     |
| CHARTER COMMUNICATIONS              | 88.43              | 524557              |
| MID CONTINENT AIRCRAFT CORPORATION  | 1,479,780.00       | 524576              |
|                                     |                    | 1,479,868.43**      |
| SECURITY FEE FUND                   |                    |                     |
| ALLIED UNIVERSAL SECURITY SERVICES  | 8,906.15           | 524553              |
|                                     |                    | 8,906.15**          |
| LAW LIBRARY FUND                    |                    |                     |
| DELL MARKETING L.P.                 | 2,675.74           | 524484              |
|                                     |                    | 2,675.74**          |
| JUVENILE PROB & DET. FUND           |                    |                     |
| VERIZON WIRELESS                    | 71.19              | 524511              |
|                                     |                    | 71.19**             |
| COMMUNITY SUPERVISION FND           |                    |                     |
| VERIZON WIRELESS                    | 33.21              | 524511              |
| UNITED STATES POSTAL SERVICE        | 13.11              | 524513              |
| ODP BUSINESS SOLUTIONS, LLC         | 63.19              | 524559              |
| BAK GLOBAL LLC                      | 280.00             | 524565              |
|                                     |                    | 389.51**            |
| SHERIFF'S TRAINING GRANT            |                    |                     |
| EAN SERVICES LLC                    | 825.00             | 524542              |
|                                     |                    | 825.00**            |
| COUNTY CLK RECORDS ARCHIV           |                    |                     |
| KOFILE TECHNOLOGIES INC             | 280,858.06         | 524531              |
|                                     |                    | 280,858.06**        |
| J.P. COURTROOM TECH. FUND           |                    |                     |
| CDW COMPUTER CENTERS, INC.          | 1,145.84           | 524505              |
| VERIZON WIRELESS                    | 189.95             | 524511              |
|                                     |                    | 1,335.79**          |
| AIRPORT FUND                        |                    |                     |
| CITY OF NEDERLAND                   | 308.51             | 524483              |
| VERIZON WIRELESS                    | 37.99              | 524511              |
|                                     |                    | 346.50**            |
| SE TX EMP. BENEFIT POOL             |                    |                     |
| EXPRESS SCRIPTS INC                 | 257,503.62         | 524548              |
| UNITED HEALTHCARE SERVICES INC      | 783.00             | 524552              |
| SECURIAN LIFE INSURANCE COMPANY     | 21,075.26          | 524569              |
| MADISON NATIONAL LIFE INSURANCE COM | 8,183.63           | 524570              |
| RETIREE FIRST                       | 188,375.32         | 524571              |
|                                     |                    | 475,920.83**        |
| SETEC FUND                          |                    |                     |
| INDUSTRIAL & COMMERCIAL MECHANICAL  | 1,652.00           | 524534              |
|                                     |                    | 1,652.00**          |
| PAYROLL FUND                        |                    |                     |
| JEFFERSON CTY. - FLEXIBLE SPENDING  | 21,032.72          | 524456              |
| CLEAT                               | 5,037.00           | 524457              |
| JEFFERSON CTY. TREASURER            | 13,161.40          | 524458              |
| INTERNAL REVENUE SERVICE            | 208.00             | 524459              |
| JEFFERSON CTY. COMMUNITY SUP.       | 5,642.62           | 524460              |
| JEFFERSON CTY. TREASURER - HEALTH   | 584,507.59         | 524461              |
| JEFFERSON CTY. TREASURER - PAYROLL  | 2,132,151.85       | 524462              |
| JEFFERSON CTY. TREASURER - PAYROLL  | 702,731.10         | 524463              |
| POLICE & FIRE FIGHTERS' ASSOCIATION | 2,975.05           | 524464              |



| NAME                                | AMOUNT     | CHECK NO. <sup>301</sup> | TOTAL           |
|-------------------------------------|------------|--------------------------|-----------------|
| JEFFERSON CTY. TREASURER - TCDRS    | 840,541.82 | 524465                   |                 |
| JEFFERSON COUNTY TREASURER          | 3,782.24   | 524466                   |                 |
| JEFFERSON COUNTY - TREASURER -      | 11,734.31  | 524467                   |                 |
| NECHES FEDERAL CREDIT UNION         | 30,847.43  | 524468                   |                 |
| DEPARTMENT OF CHILDREN AND FAMILY   | 126.00     | 524469                   |                 |
| JEFFERSON COUNTY - NATIONWIDE       | 57,168.08  | 524470                   |                 |
| ALLSTATE BENEFITS                   | 9,416.74   | 524471                   |                 |
| SECURIAN LIFE INSURANCE COMPANY     | 1,119.79   | 524472                   |                 |
| CHUBB                               | 5,824.34   | 524473                   |                 |
| JEFFERSON CTY. TREASURER - PAYROLL  | 6,592.00   | 524474                   |                 |
|                                     |            |                          | 4,434,600.08**  |
| JUSTICE COURT SUPPORT FND           |            |                          |                 |
| VERIZON WIRELESS                    | 37.99      | 524511                   |                 |
|                                     |            |                          | 37.99**         |
| LANGUAGE ACCESS FUND                |            |                          |                 |
| RUBEN ZAPATA                        | 400.00     | 524567                   |                 |
|                                     |            |                          | 400.00**        |
| ARPA CORONAVIRUS RECOVERY           |            |                          |                 |
| H.O.W. CENTER                       | 53,225.74  | 524490                   |                 |
|                                     |            |                          | 53,225.74**     |
| J C ASSISTANCE DISTRICT 4           |            |                          |                 |
| ENTERGY                             | 10.88      | 524489                   |                 |
|                                     |            |                          | 10.88**         |
| CNTY & DIST COURT TECH FD           |            |                          |                 |
| VERIZON WIRELESS                    | 113.97     | 524511                   |                 |
|                                     |            |                          | 113.97**        |
| MARINE DIVISION                     |            |                          |                 |
| CITY OF NEDERLAND                   | 26.20      | 524483                   |                 |
| SIERRA SPRING WATER CO. - BT        | 48.98      | 524514                   |                 |
| THE DINGO GROUP-PETE JORGENSEN MARI | 252.48     | 524525                   |                 |
| VECTOR SECURITY                     | 51.93      | 524547                   |                 |
|                                     |            |                          | 379.59**        |
| SHERIFF-SPINDLETOP GRANT            |            |                          |                 |
| VERIZON WIRELESS                    | 114.39     | 524512                   |                 |
|                                     |            |                          | 114.39**        |
|                                     |            |                          | 7,031,806.64*** |

Jefferson County Courthouse  
1149 Pearl St., 4th Floor  
Beaumont, Texas 77701



Office (409) 434-5430  
Fax (409) 835-8628  
Eddie.Arnold@jeffcotx.us

**EDDIE ARNOLD**  
Jefferson County  
Commissioner Precinct #1

November 20, 2024

Judge Jeff Branick  
Commissioner Michael Sinegal  
Commissioner "Bo" Alfred  
Commissioner Cary Erickson  
Commissioner-Elect Brandon Willis

Subject: Resignation

I am writing to inform you of my decision to resign from my position as Jefferson County Commissioner for Precinct 1 effective December 17, 2024 at 11:30 a.m. After a long and fulfilling career in public service, I have decided it's time to re-retire. *SA* *11:30*

It has been my honor to serve Jefferson County alongside such dedicated and talented public servants, and I am proud of the work we have accomplished together.

I am committed to ensuring a smooth transition and will continue to work with Commissioner-Elect Brandon Willis to transfer my responsibilities and knowledge to the best of my abilities.

With sincerest regards,

*Eddie Arnold*  
Eddie Arnold

CC: Fred Jackson  
lwf/EA

Jefferson County Courthouse  
P.O. Box 4025  
Beaumont, Texas 77704



Beaumont (409) 835-8466  
Pt. Arthur (409) 727-2191 Ext. 8466  
Facsimile (409) 839-2311

JEFF R. BRANICK  
County Judge

December 17, 2024

Re: Vacancy on Commissioners Court

Because of the vacancy in the office of Commissioner of Jefferson County Precinct No. 1, occasioned by the retirement of Commissioner Eddie Arnold, I am, pursuant to Sec. 87.042, appointing Brandon Willis to serve as Commissioner of Precinct 1 through midnight December 31, 2024, until his term of office as an elected officially commences. This appointment of Brandon Willis will be effective beginning at 11:31 a.m. on December 17, 2024.

  
\_\_\_\_\_  
Jeff R. Branick, County Judge

*Effective at 11: AM, Tuesday  
December 17, 2024.*

Form #2204 Rev 9/2017

This space reserved for office use

Submit to:  
**SECRETARY OF STATE**  
 Government Filings Section  
 P O Box 12887  
 Austin, TX 78711-2887  
 512-463-6334  
 FAX 512-463-5569  
 Filing Fee: None

**OATH OF OFFICE**

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,

I, Brandon Willis, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Jefferson County Commissioner Precinct 1 of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Signature of Officer

## Certification of Person Authorized to Administer Oath

State of TEXASCounty of JeffersonSworn to and subscribed before me on this 17<sup>th</sup> day of December, 2024.

(Affix Notary Seal,  
 only if oath  
 administered by a  
 notary )

Signature of Notary Public or  
 Signature of Other Person Authorized to Administer An  
 Oath

Printed or Typed Name

Form #2201 Rev. 05/2020  
Submit to:  
SECRETARY OF STATE  
Government Filings  
Section P O Box 12887  
Austin, TX 78711-2887  
512-463-6334  
512-463-5569 - Fax  
Filing Fee: None



## STATEMENT OF OFFICER

### Statement

I, Brandon Willis, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

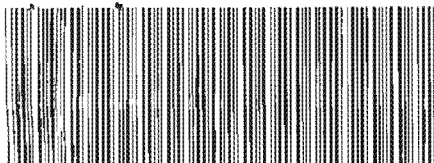
Title of Position to Which Elected/Appointed: Jefferson County Commissioner Pct 1

### Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: 17 Dec. 2024

Brandon Willis  
Signature of Officer



\*VG-104-2025-856\*

Jefferson County  
Roxanne Acosta-Hellberg  
Jefferson County Clerk

---

Instrument Number: 856

Bonds, Oaths, Deputations

Recorded On: January 09, 2025 02:14 PM

Number of Pages: 3

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" Examined and Charged as Follows: "

Total Recording: \$0.00

---

\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.

## File Information:

Document Number: 856  
Receipt Number: 20250109000076  
Recorded Date/Time: January 09, 2025 02:14 PM  
User: MonTonya T  
Station: CCLERK38

## Record and Return To:

JEFFERSON COUNTY COMMISSIONERS COURT  
COUNTY JUDGE  
  
BEAUMONT TX 77701



STATE OF TEXAS

Jefferson County

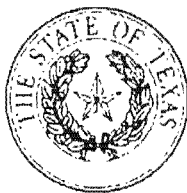
I hereby certify that this Instrument was filed in the File Number sequence on the date/time  
printed hereon, and was duly recorded in the Official Records of Jefferson County, Texas

Roxanne Acosta-Hellberg  
Jefferson County Clerk  
Jefferson County, TX

Form #2204 Rev 9/2017

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**SECRETARY OF STATE**  
 Government Filings Section  
 P O Box 12887  
 Austin, TX 78711-2887  
 512-463-6334  
 FAX 512-463-5569  
 Filing Fee: None

**OATH OF OFFICE**

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,  
 I, Brandon Willis, do solemnly swear (or affirm), that I will faithfully  
 execute the duties of the office of Jefferson County Commissioner Precinct 1 of  
 the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws  
 of the United States and of this State, so help me God.

Signature of Officer

## Certification of Person Authorized to Administer Oath

State of TEXASCounty of Jefferson
 Sworn to and subscribed before me on this 1<sup>st</sup> day of January, 2025.

(Affix Notary Seal,  
 only if oath  
 administered by a  
 notary )

Signature of Notary Public or  
 Signature of Other Person Authorized to Administer An  
 Oath

Printed or Typed Name

Form #2201 Rev. 05/2020  
Submit to:  
SECRETARY OF STATE  
Government Filings  
Section P O Box 12887  
Austin, TX 78711-2887  
512-463-6334  
512-463-5569 - Fax  
Filing Fee: None



## STATEMENT OF OFFICER

### Statement

I, BRANDI WILLIS, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Title of Position to Which Elected/Appointed: Jefferson County Commissioner Precinct 1

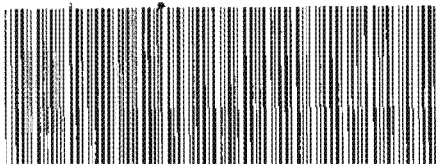
### Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: 1/1/2025

Brandi Willis  
Signature of Officer





\*VG-104-2025-861\*

Jefferson County  
Roxanne Acosta-Hellberg  
Jefferson County Clerk

---

Instrument Number: 861

Bonds, Oaths, Deputations

Recorded On: January 09, 2025 02:41 PM

Number of Pages: 3

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" Examined and Charged as Follows: "

Total Recording: \$0.00

---

\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.

## File Information:

Document Number: 861  
Receipt Number: 20250109000085  
Recorded Date/Time: January 09, 2025 02:41 PM  
User: MonTonya T  
Station: CCLERK38

## Record and Return To:

JEFFERSON COUNTY JUDGE BRANICK  
4TH FLOOR  
  
BEAUMONT TX 77701



STATE OF TEXAS

Jefferson County

I hereby certify that this Instrument was filed in the File Number sequence on the date/time  
printed hereon, and was duly recorded in the Official Records of Jefferson County, Texas

Roxanne Acosta-Hellberg  
Jefferson County Clerk  
Jefferson County, TX

Form #2204 Rev 9/2017

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Submit to:  
**SECRETARY OF STATE**  
 Government Filings Section  
 P O Box 12887  
 Austin, TX 78711-2887  
 512-463-6334  
 FAX 512-463-5569  
 Filing Fee: None



## OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,  
 I, KATE CARROLL, do solemnly swear (or affirm), that I will faithfully  
 execute the duties of the office of JEFFERSON COUNTY TAX ASSESSOR-COLLECTOR of  
 the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws  
 of the United States and of this State, so help me God.

Kate Carroll  
 Signature of Officer

## Certification of Person Authorized to Administer Oath

State of TexasCounty of Jefferson

Sworn to and subscribed before me on this 2nd day of January, 2025.

(Affix Notary Seal,  
 only if oath  
 administered by a  
 notary.)

[Signature]  
 Signature of Notary Public or  
 Signature of Other Person Authorized to Administer An  
 Oath

JEFF BRAASICK, County Clerk  
 Printed or Typed Name

Form #2201 Rev. 05/2020  
Submit to:  
SECRETARY OF STATE  
Government Filings  
Section P O Box 12887  
Austin, TX 78711-2887  
512-463-6334  
512-463-5569 - Fax  
Filing Fee: None



## STATEMENT OF OFFICER

### Statement

I, KATE CARROLL, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Title of Position to Which Elected/Appointed:

Assessor - Collector

Jefferson County Tax

### Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

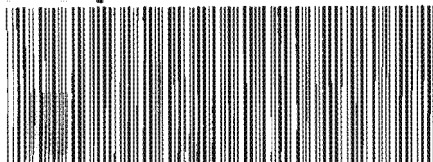
Date:

January 2, 2024

[Signature]

Signature of Officer

Jefferson County  
Roxanne Acosta-Hellberg  
Jefferson County Clerk



\*VG-104-2025-857\*

---

Instrument Number: 857

Bonds, Oaths, Deputations

Recorded On: January 09, 2025 02:16 PM

Number of Pages: 3

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" Examined and Charged as Follows: "

Total Recording: \$0.00

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\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

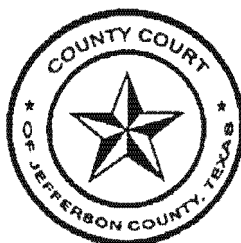
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.

## File Information:

Document Number: 857  
Receipt Number: 20250109000077  
Recorded Date/Time: January 09, 2025 02:16 PM  
User: MonTonya T  
Station: CCLERK38

## Record and Return To:

JEFFERSON COUNTY TAX ASSESSOR  
1085 PEARL ST  
  
BEAUMONT TX 77701



STATE OF TEXAS  
Jefferson County

I hereby certify that this Instrument was filed in the File Number sequence on the date/time  
printed hereon, and was duly recorded in the Official Records of Jefferson County, Texas

Roxanne Acosta-Hellberg  
Jefferson County Clerk  
Jefferson County, TX

Form #2204 Rev 9/2017

This space reserved for office use

Submit to:  
**SECRETARY OF STATE**  
**Government Filings Section**  
**P O Box 12887**  
**Austin, TX 78711-2887**  
**512-463-6334**  
**FAX 512-463-5569**  
**Filing Fee: None**

**OATH OF OFFICE**

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,

I, Michael Shane Siegal, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Jefferson County, Tx. Commissioner Pct. #3 of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

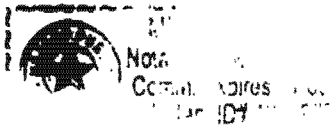
Michael S. Siegal Jan. 2, 2025  
 Signature of Officer

## Certification of Person Authorized to Administer Oath

State of Texas  
 County of Jefferson

Sworn to and subscribed before me on this 2nd day of January, 2025.

(Affix Notary Seal,  
 only if oath  
 administered by a  
 notary.)

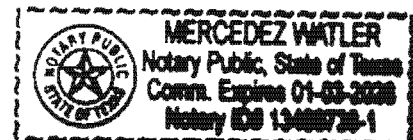
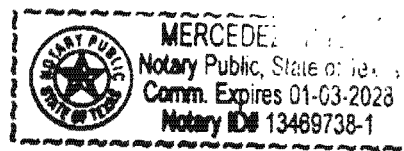


Mercedes Watler

Signature of Notary Public or

Signature of Other Person Authorized to Administer An Oath

Mercedes Watler  
 Printed or Typed Name



Form #2201 Rev. 05/2020

Submit to:

SECRETARY OF STATE

Government Filings

Section P O Box 12887

Austin, TX 78711-2887

512-463-6334

512-463-5569 - Fax

Filing Fee: None



## STATEMENT OF OFFICER

## Statement

I, Michael Shane Sinegal, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

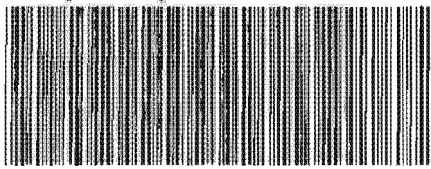
Title of Position to Which Elected/Appointed: Jefferson County, Tx. Commissioner  
Pct. 3

## Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: Jan. 1, 2025

Michael S. Sinegal  
Signature of Officer



\*VG-104-2025-855\*

Jefferson County  
Roxanne Acosta-Hellberg  
Jefferson County Clerk

---

Instrument Number: 855

Bonds, Oaths, Deputations

Recorded On: January 09, 2025 01:52 PM

Number of Pages: 2

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" Examined and Charged as Follows: "

Total Recording: \$0.00

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\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.

## File Information:

Document Number: 855  
Receipt Number: 20250109000071  
Recorded Date/Time: January 09, 2025 01:52 PM  
User: Candace L  
Station: CCLERK50

## Record and Return To:

MICHAEL SINEGAL  
2829 SHERIDAN LN  
  
PORT ARTHUR TX 77640



STATE OF TEXAS

Jefferson County

I hereby certify that this Instrument was filed in the File Number sequence on the date/time  
printed hereon, and was duly recorded in the Official Records of Jefferson County, Texas

Roxanne Acosta-Hellberg  
Jefferson County Clerk  
Jefferson County, TX

**Form 2204 - Oath of Office  
(General Information)**

The attached form is designed to meet minimal constitutional filing requirements pursuant to the relevant provisions. *This form and the information provided are not substitutes for the advice and services of an attorney.*

**Execution and Delivery Instructions**

An Oath of Office that is required to be filed with the Office of the Secretary of State is considered filed once it has been received by this office. The Oath of Office may be administered to you by a person authorized under the provisions of Chapter 602 of the Texas Government Code. Authorized persons commonly used to administer oaths include notaries public and judges.

**Mail:** P.O. Box 12887, Austin, Texas 78711-2887.

**Overnight mail or hand deliveries:** James Earl Rudder Officer Building, 1019 Brazos, Austin, Texas 78701.

**Fax:** (512) 463-5569. If faxed, the original Oath should also be mailed to the appropriate address above.

**Email:** Scanned copies of the executed Oath may be sent to [register@sos.texas.gov](mailto:register@sos.texas.gov). If sent by email, the original Oath should also be mailed to the appropriate address above.

**NOTE:** Do not have the Oath of Office administered to you before executing and filing the Statement of Officer (Form 2201 – commonly referred to as the “Anti-Bribery Statement”) with the Office of the Secretary of State.

**Commentary**

Pursuant to art. XVI, Section 1 of the Texas Constitution, the Oath of Office *may not* be taken until a Statement of Officer (see Form 2201) has been subscribed to and, as required, filed with the Office of the Secretary of State. Additionally, gubernatorial appointees who are appointed during a legislative session *may not* execute their Oath until after confirmation by the Senate. Tex. Const. art. IV, Section 12.

***Officers Required to File Oath of Office with the Secretary of State:***

Gubernatorial appointees

District attorneys

Appellate and district court judges

Officers appointed by the supreme court, the court of criminal appeals, or the State Bar of Texas

Associate judges appointed under subchapter B or C, chapter 201 of the Texas Family Code

Directors of districts operating pursuant to chapter 36 or 49 of the Texas Water Code file a duplicate original of their Oath of Office within 10 days of its execution. Texas Water Code, Sections 36.055(d) and 49.055(d)

***Officers Not Required to File Oath of Office with the Secretary of State:***

Members of the Legislature elected to a *regular* term of office will have their Oath of Office administered in chambers on the opening day of the session and recorded in the appropriate Journal. Members elected to an *unexpired* term of office should file their Oath of Office with either the Chief Clerk of the House or the Secretary of the Senate, as appropriate.



All other persons should file their Oaths locally. Please check with the county clerk, city secretary or board/commission secretary for the proper filing location.

*As a general rule, city and county officials do not file their oath of office with the Secretary of State—these officials file at the local level. The Legislature amended the Texas Constitution, Article 16, Section 1, in November 2001 to no longer require local level elected officials to file with our office.*

**The Office of the Secretary of State does NOT file Statements or Oaths from the following persons:** Assistant District Attorneys; City Officials, including City Clerks, City Council Members, Municipal Judges, Justices of the Peace, and Police/Peace Officers; Zoning/Planning Commission Members; County Officials, including County Clerks, County Commissioners, County Judges (*except County Court of Law Judges who file with the Elections Division*), County Tax Assessors, and District Clerks; and Officials of Regional Entities, such as, Appraisal Review Districts, Emergency Service Districts, and School Districts (ISD's). Questions about whether a particular officer is a state-level officer may be resolved by consulting relevant statutes, constitutional provisions, judicial decisions, and attorney general opinions.

All state or county officers, other than the governor, lieutenant governor, and members of the legislature, who qualify for office, are commissioned by the governor. Tex. Gov't Code, Section 601.005. The Secretary of State performs ministerial duties to administer the commissions issued by the governor, including confirming that officers are qualified prior to being commissioned. Submission of this oath of office to the Office of the Secretary of State confirms an officer's qualification so that the commission may be issued.

*Questions about this form should be directed to the Government Filings Section at (512) 463-6334 or [register@sos.texas.gov](mailto:register@sos.texas.gov).*

*Revised 9/2017*

## Form 2201 - Statement of Officer (General Information)

The attached form is designed to meet minimal constitutional filing requirements pursuant to the relevant provisions. *This form and the information provided are not substitutes for the advice and services of an attorney.*

### **Execution and Delivery Instructions**

A Statement of Officer required to be filed with the Office of the Secretary of State is considered filed once it has been received by this office.

**Mail:** P.O. Box 12887, Austin, Texas 78711-2887.

**Overnight mail or hand deliveries:** James Earl Rudder Officer Building, 1019 Brazos, Austin, Texas 78701.

**Fax:** (512) 463-5569.

**Email:** Scanned copies of the executed Statement may be sent to [register@sos.texas.gov](mailto:register@sos.texas.gov)

**NOTE:** *The Statement of Officer form, commonly referred to as the "Anti-Bribery Statement," must be executed and filed with the Office of the Secretary of State before taking the Oath of Office (Form 2204).*

### **Commentary**

Article XVI, section 1 of the Texas Constitution requires all elected or appointed state and local officers to take the official oath of office found in section 1(a) and to subscribe to the anti-bribery statement found in section 1(b) before entering upon the duties of their offices.

Elected and appointed state-level officers required to file the anti-bribery statement with the Office of the Secretary of State include members of the Legislature, the Secretary of State, and all other officers whose jurisdiction is coextensive with the boundaries of the state or who immediately belong to one of the three branches of state government. Questions about whether a particular officer is a state-level officer may be resolved by consulting relevant statutes, constitutional provisions, judicial decisions, and attorney general opinions. For more information, see Op. Tex. Att'y Gen. No. JC-0575 (2002) (determining the meaning of "state officer" as it is used in Article XVI).

Effective September 1, 2017, Senate Bill 1329, which was enacted by the 85<sup>th</sup> Legislature, Regular Session, amended chapter 602 of the Government Code to require the following judicial officers and judicial appointees to file their oath and statement of officer with the secretary of state:

Officers appointed by the supreme court, the court of criminal appeals, or the State Bar of Texas; and Associate judges appointed under Subchapter B or C, Chapter 201, Family Code.

Local officers must retain the signed anti-bribery statement with the official records of the office. *As a general rule, city and county officials do not file their oath of office with the Secretary of State—these officials file at the local level. The Legislature amended the Texas Constitution, Article 16, Section 1, in November 2001 to no longer require local level elected officials to file with our office. **The Office of the Secretary of State does NOT file Statements or Oaths from the following persons:** Assistant District Attorneys; City Officials, including City Clerks, City Council Members, Municipal Judges, Justices of the Peace, and Police/Peace Officers; Zoning/Planning Commission Members; County Officials, including County Clerks, County Commissioners, County Judges, County Tax Assessors, and District Clerks; and Officials of Regional Entities, such as, Appraisal Review Districts, Emergency Service Districts, and School Districts (ISD's).*

***Questions about this form should be directed to the Government Filings Section at (512) 463-6334 or [register@sos.texas.gov](mailto:register@sos.texas.gov)***

Revised 05/2020

**Reappointments**Precinct One

Jay Camp

Theresa Goodness

Kate Hambright

Bruce Hamilton

Brenda Jackson

Katherine Leister

Don Smart

Tish Stewart

Jennifer Trenbeath

Precinct Two

Mike McGreevy

Paul Prosperie

Matt Reeves

Precinct Four

Dr. Steven P. Lewis

**New Appointees**Precinct Two

William Gray

Precinct Four

Jessie Davis

**JEFFERSON COUNTY SHERIFF'S OFFICE*****Zena Stephens, Sheriff***

1001 Pearl Street, Suite 103

Beaumont, TX 77701

(409) 835-8411

**Donta Miller**

Chief of Law Enforcement

Donta.Miller@jeffcotx.us

**John Shauburger**

Chief of Corrections

John.Shauburger@jeffcotx.us

DATE: December 31, 2024

TO: Judge Jeff Branick  
Commissioner Brandon Willis  
Commissioner Cary Erickson  
Commissioner Michael Sinegal  
Commissioner Everette "Bo" Alfred

FROM: Chief Donta Miller

RE: Letter of Agreement

Receive and file executed Letter of Agreement between Jefferson County, Texas and Deputy Tamara V. Spikes for the purchase of the police dog, "Hunk". In accordance with Suitability and eligibility of an Animal GC 614.212

Sincerely,

Chief Donta Miller  
Jefferson County Sheriff Office





# LETTER OF AGREEMENT

STATE OF TEXAS

§  
§  
§

COMMISSIONERS COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

The Jefferson County Sheriff's Office owns a police dog named "Hunk" who, because of his medical physical condition, is not useful for police service and, thus, is "surplus property" of the County. The Sheriff's Office is requesting that Deputy Tamara V. Spikes, who was responsible for the training and handling of the K-9, wishes to purchase "Hunk" from Jefferson County.

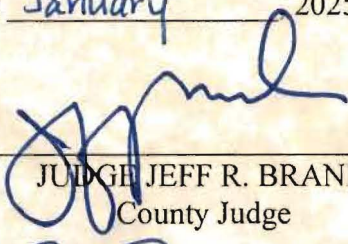
## THEREFORE

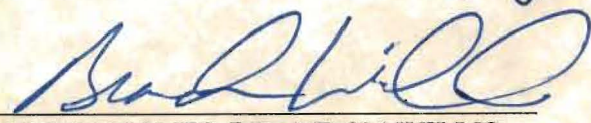
Jefferson County and Deputy Tamara V. Spikes agree as follows:

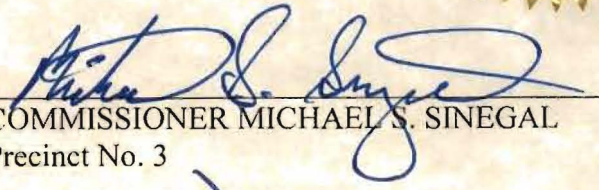
1. Jefferson County will sell the police dog "Hunk" to Deputy Tamara V. Spikes for \$1.00 and Deputy Tamara V. Spikes agrees to such sale and agrees to pay \$1.00 to Jefferson County for K-9 "Hunk".
2. In consideration of such sale, Deputy Tamara V. Spikes agrees to and does hereby indemnify Jefferson County, it's officers, Commissioners' Court, it's agent, Sheriff Zena Stephens, her Deputies, and employees from and against any and all claims, demands, and cause of action or lawsuits which may be brought against Jefferson County arising from the conduct or activities of K-9 "Hunk" after the date of sale. The Indemnity expressly includes negligence and gross negligence on the part of Jefferson County, it's Deputies, Commissioners' Court, it's agent, Sheriff Zena Stephens, her Deputies, and employees regarding to the sale of K-9 "Hunk" to Deputy Tamara V. Spikes. Deputy Tamara V. Spikes recognizes that K-9 "Hunk" is a specially trained police dog and must be property controlled and supervised to avoid injury to person(s) or damage to property.

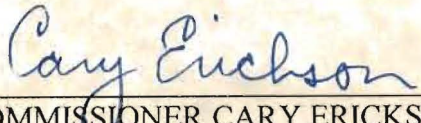
  
(Tamara V. Spikes, Deputy)

SIGNED this 7<sup>th</sup> day of January 2025.

  
JUDGE JEFF R. BRANICK  
County Judge

  
COMMISSIONER BRANDON WILLIS  
Precinct No. 1

  
COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

  
COMMISSIONER CARY ERICKSON  
Precinct No. 2

  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4





**JEFFERSON COUNTY SHERIFF'S OFFICE*****Zena Stephens, Sheriff***

1001 Pearl Street, Suite 103

Beaumont, TX 77701

(409) 835-8411

**Donta Miller**

Chief of Law Enforcement

Donta.Miller@jeffcotx.us

**John Shauberger**

Chief of Corrections

John.Shauberger@jeffcotx.us

DATE: December 31, 2024

TO: Judge Jeff Branick  
Commissioner Brandon Willis  
Commissioner Cary Erickson  
Commissioner Michael Sinegal  
Commissioner Everette Alfred

FROM: Chief Donta Miller

RE: Donation

Please consider and approve the donation of a Dutch Shepherd from the Bayou Working Dogs to the Sheriff's Office. The cost of the K9 is fully covered by the Bayou Working Dogs. This donation is made in accordance with Section 81.032 of the Texas Local Government Code.

Chief Donta Miller  
Jefferson County Sheriff Office  
Law Enforcement Division

# Bayou Working Dogs

190 Weiss Bluff Rd  
Vidor, TX, 77662  
(409) 489-8887  
[bayouworkingdogsTX@gmail.com](mailto:bayouworkingdogsTX@gmail.com)

December 12, 2024

To whom it may concern,

My training company, Bayou Working Dogs, would like to donate Fortis Jaco PSA-PDC (BRN 43570), a Dutch Shepherd work \$35,000, with 2 years of documented apprehension training, to the Jefferson County Sheriff's Department.

Sincerely,

A handwritten signature in black ink, appearing to read 'William Dodson', with a long horizontal flourish extending to the right.

William Dodson

Head Trainer, Bayou Working Dogs

**JEFFERSON COUNTY SHERIFF'S OFFICE*****Zena Stephens, Sheriff***

1001 Pearl Street, Suite 103

Beaumont, TX 77701

(409) 835-8411

**Donta Miller**

Chief of Law Enforcement

Donta.Miller@jeffcotx.us

**John Shauburger**

Chief of Corrections

John.Shauburger@jeffcotx.us

DATE: January 7, 2025

TO: Judge Jeff Branick  
Commissioner Brandon Willis  
Commissioner Cary Erickson  
Commissioner Michael Senegal  
Commissioner Everette "Bo" Alfred

FROM: Chief Donta Miller

RE: Resolution

Consider and possibly approve a Resolution recognizing Keesha L. Guillory for her 31 years and 4 month of service to the Jefferson County Sheriff's Office and wishing her well in retirement.

Chief Donta Miller  
Jefferson County Sheriff Office  
Law Enforcement Division





# Resolution

STATE OF TEXAS

8

COMMISSIONERS COURT

COUNTY OF JEFFERSON

208

OF JEFFERSON COUNTY, TEXAS

22

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 7 day of January 2025, on motion made by Michael Sinegal, Commissioner of Precinct No. 3, and seconded by Everette Alfred, Commissioner of Precinct No. 4, the following Resolution was adopted:

**WHEREAS, *Keesha L. Guillory***, has devoted 31 years and 4 months of her life serving the people of Jefferson County with pride and professionalism; and

**WHEREAS, *Keesha L. Guillory***, has dedicated her talents and pledged her services as a Clerk and Administrative Office Specialist in the Warrant Division, Criminal Investigation Division, Narcotic Division and The Sheriff's Office; and

**WHEREAS**, through hard work and commitment to excellence, *Keesha L. Guillory*, has earned the respect of her colleagues and the citizens of Jefferson County; and

**WHEREAS**, having made a significant contribution to the Jefferson County Sheriffs' Office, ***Keesha L. Guillory***, is recognized for her unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will be missed by her friends and co-workers.

**NOW THEREFORE, BE IT RESOLVED** that the Jefferson County Commissioners Court does hereby honor and commend ***Keesha L. Guillory***, for her dedicated service as a valuable employee of Jefferson County and wishes her well in her retirement.

SIGNED this 7<sup>th</sup> day of January, 2025.

JUDGE JEFF R. BRANICK  
County Judge

COMMISSIONER BRANDON WILLIS  
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

COMMISSIONER CARY ERICKSON  
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4







Resolution

|                     |   |                            |
|---------------------|---|----------------------------|
| STATE OF TEXAS      | § | COMMISSIONERS COURT        |
|                     | § |                            |
| COUNTY OF JEFFERSON | § | OF JEFFERSON COUNTY, TEXAS |

**WHEREAS,** The Commissioner’s Court of Jefferson County Texas finds it in the best interest of the citizens of Jefferson County, Texas that the LEPTA Sustaining Special Response Teams Grant be operated for the 2025-2026 calendar year; and that this Grant does not require any matching funds.

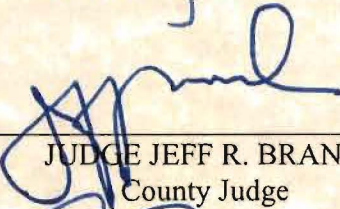
**WHEREAS,** The Commissioners Court of Jefferson County Texas agrees that in the event of loss or misuse of the Office of the Governor funds, The Commissioners Court of Jefferson County Texas assures that the funds will be returned to the Office of the Governor in full.

**WHEREAS,** The Commissioners Court of Jefferson County Texas designates the Honorable Judge Jeff Branick as the grantee’s authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

**NOW THEREFORE, BE IT RESOLVED** that The Commissioners Court of Jefferson County, Texas approves submission of the grant application for the LEPTA Sustaining Special Response Teams Grant to the Office of the Governor.

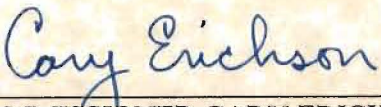
SIGNED this 7<sup>th</sup> day of January, 2025.



  
\_\_\_\_\_  
JUDGE JEFF R. BRANICK  
County Judge

  
\_\_\_\_\_  
COMMISSIONER BRANDON WILLIS  
Precinct No. 1

  
\_\_\_\_\_  
COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

  
\_\_\_\_\_  
COMMISSIONER CARY ERICKSON  
Precinct No. 2

  
\_\_\_\_\_  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4





# Resolution

STATE OF TEXAS

§

COMMISSIONERS COURT

COUNTY OF JEFFERSON

§

OF JEFFERSON COUNTY, TEXAS

**WHEREAS,** The Commissioner's Court of Jefferson County Texas finds it in the best interest of the citizens of Jefferson County, Texas that the State Homeland Security Program Grant SHSP-R be operated for the 2025-2026 calendar year; and that this Grant does not require any matching funds.

**WHEREAS,** The Commissioners Court of Jefferson County Texas agrees that in the event of loss or misuse of the Office of the Governor funds, The Commissioners Court of Jefferson County Texas assures that the funds will be returned to the Office of the Governor in full.

**WHEREAS,** The Commissioners Court of Jefferson County Texas designates the Honorable Judge Jeff Branick as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

**NOW THEREFORE, BE IT RESOLVED** that The Commissioners Court of Jefferson County, Texas approves submission of the grant application for the State Homeland Security Program Grant SHSP-R to the Office of the Governor.

SIGNED this 7<sup>th</sup> day of January, 2025.

JUDGE JEFF R. BRANICK  
County Judge



COMMISSIONER BRANDON WILLIS  
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

COMMISSIONER CARY ERICKSON  
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4