Special, 2/25/2025 10:30:00 AM

BE IT REMEMBERED that on February 25, 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:

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 February 25, 2025

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM,** on the **25th** day of **February 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:

9:00 a.m. - Announcement of a Workshop to receive information from Verizon regarding the placement of Verizon Cells on County property.

9:15 a.m. – Announcement of a Workshop to receive information regarding the foundation in the County clerk's slab.

9:30 a.m. – Announcement of a Workshop to receive information regarding the Jefferson County clothing/uniform policy.

9:45 a.m. - Announcement of an executive (closed) session pursuant to Texas Government Code Section § 551.071 regarding matters that require consultation with legal counsel pertaining to anticipated litigation.

10:00 a.m. - Announcement of an executive (closed) session pursuant to Texas Government Code Section § 551.071 regarding matters that require consultation with legal counsel pertaining to 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

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: Brandon Willis, Commissioner, Precinct One

PLEDGE OF ALLEGIANCE: Cary Erickson, Commissioner, Precinct Two

PURCHASING:

(a). Receive and file bid(s) for Invitation for Bid (IFB 24-068/CG), Automobile Rental Concessions for Jack Brooks Regional Airport.

SEE ATTACHMENTS ON PAGES 10 - 214

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

(b). Consider and approve, award, execute, receive and file Acceptance of Offer for Invitation for Bid (IFB 24-073/CG), Emulsion Storage Tank for Jefferson County with Warren Power Attachments dba Total Patcher as shown on Attachment A.

SEE ATTACHMENTS ON PAGES 215 - 216

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

(c). Consider and approve, award, execute, receive and file Acceptance of Offer for Invitation for Bid (IFB 24-054/CG), Term Contract for Gray Limestone (Commonly referred to as 610 Base) for Jefferson County, with Texas Materials – a CRH Company, Vulcan Construction Materials LLC and Modern Concrete & Materials LLC as shown on Attachment B.

SEE ATTACHMENTS ON PAGES 217 - 222

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

(d). Consider and approve, execute, receive and file renewal for (IFB 23-065/MR), Term Contract for Mowing for Jefferson County for a first one (1) year renewal with 3rd Coast Companies, LLC, from March 4, 2025 to March 3, 2026.

SEE ATTACHMENTS ON PAGES 223 - 223

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

(e).Consider and approve, execute, receive and file renewal for (RFP 23-056/MR), Term Contract for Re-Bid Cafeteria Services for Jefferson County for a first one (1) year renewal with Honey B Keepers, LLC dba Honey B Courthouse Cafe from February 28, 2025 to February 27, 2026.

SEE ATTACHMENTS ON PAGES 224 - 224

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

(f).Consider and approve, execute, receive and file Change Order #1 to Invitation for Bid (IFB 24-065/MR) Jefferson County Doggett Park Midway Rehabilitation with Texas Materials to add line item for Geotechnical Quality Assurance Testing for a total of $35,000.00 bringing the total amount from $1,482,042.80 to $1,517,042.80.

SEE ATTACHMENTS ON PAGES 225 - 225

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

(g).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 226 - 227

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

COUNTY AUDITOR:

(a).Receive and file Jefferson County Juvenile Probation Department Audited Financial Statements for the Year Ended August 31, 2024.

SEE ATTACHMENTS ON PAGES 228 - 249

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

(b). Consider and approve budget amendment - Constable Pct. 6 - request for additional clothing,
office supplies, minor equipment, equipment, booth and presentation materials.

SEE ATTACHMENTS ON PAGES 250 - 256

120-9999-415-9999	CONTINGENCY APPROPRIATION		$17,001.00
120-3070-425-3017	CLOTHING	$8,684.00	
120-3070-425-3078	OFFICE SUPPLIES	$788.00	
120-3070-425-3090	EDUCATIONAL DEMONSTRATION	$557.00	
120-3070-425-4011	EQUIPMENT- MISCELLANEOUS	$278.00	
120-3070-425-3084	MINOR EQUIPMENT	$6,694.00	

Action: TABLED

(c). Consider and approve budget amendment - Constable Pct. 6 - 3-Lifesaver Knives

SEE ATTACHMENTS ON PAGES 257 - 257

120-9999-415-9999	CONTINGENCY APPROPRIATION		$270.00
120-3070-425-3084	MINOR EQUIPMENT	$270.00	

Action: TABLED

(d). Regular County Bills – check #525826 through check #526014.

SEE ATTACHMENTS ON PAGES 258 - 266

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

COUNTY COMMISSIONERS:

(a). Consider and possibly approve a Resolution recognizing Reginald C. Boykin Sr. for his 32 years and 3 months of service to the Jefferson County Sheriff's Office and wishing him well in retirement.

SEE ATTACHMENTS ON PAGES 267 - 267

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

(b). Consider, possibly approve, receive and file Certificates of Completion by Kate Carroll for Ethics, Educational, Cybersecurity, and Public Information Training required as a new County Tax Assessor.

SEE ATTACHMENTS ON PAGES 268 - 268

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

TAX OFFICE:

(a). Consider and approve an erroneous or overpayment property tax refund to Express in the amount of $3,272.66 in accordance with Property Tax Code 31.11

SEE ATTACHMENTS ON PAGES 269 - 272

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

(b). Consider and approve an erroneous or overpayment property tax refund to American Real Estate, Relocation Department, in the amount of $3,022.91 in accordance with Property Tax Code 31.11

SEE ATTACHMENTS ON PAGES 273 - 278

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

ENGINEERING DEPARTMENT:

(a). Consider and possibly approve a Replat of Reserve A, Interstate 10 Industrial Park into Lot 19 Interstate 10 Industrial Park, out of the H.T. & B.R.R. Section 15, Abstract Number 145, Jefferson County, Texas. This replat is located off of Industrial Parkway in Precinct #4 and is in City of Beaumont ETJ. This Replat has met all of Jefferson County platting requirements.

SEE ATTACHMENTS ON PAGES 279 - 279

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

(b). Execute, receive and file a Utility Permit 02-U-25 between Jefferson County and Entergy Texas Inc., for the purpose of a Power Transmission line project along Lawhon Road, Green Pond Gulley and South China Road. This project is located in Jefferson County in Precincts 1 and 4.

SEE ATTACHMENTS ON PAGES 280 - 303

Action: TABLED

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.

_____

Jeff R. Branick
County Judge

Special, February 25, 2025

There being no further business to come before the Court at this time, same is now here adjourned on this date, February 25, 2025.

AVIS BUDGET CAR RENTAL, LLC

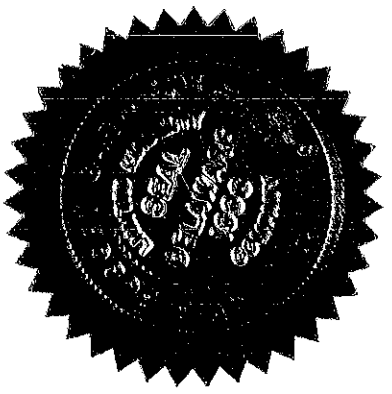
ASSISTANT SECRETARY'S CERTIFICATE

I, Paul Gallagher, am a duly elected, qualified and acting Assistant Secretary of Avis Budget Car Rental, LLC, a limited liability company organized and existing in good standing under the laws of the State of Delaware (the "Company").

I HEREBY CERTIFY that Jeffrey Luna, Vice President of the Company, is duly authorized to execute on behalf of the Company, any and all airport bids, leases, concession agreements, real estate agreements and any other similar instruments which are necessary to the business operations of the Company.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, pursuant to due and lawful corporate authority, this 12th day of February 2025.

Paul Gallagher
Assistant Secretary



AVIS BUDGET CAR RENTAL, LLC

ASSISTANT SECRETARY'S CERTIFICATE

I, Paul Gallagher, am a duly elected, qualified and acting Assistant Secretary of Avis Budget Car Rental, LLC, a limited liability company organized and existing in good standing under the laws of the State of Delaware (the "Company").

I HEREBY CERTIFY that Robert E. Muhs, Vice President and Assistant Secretary of the Company, is duly authorized to execute on behalf of the Company, any and all airport bids, leases, concession agreements, real estate agreements and any other similar instruments which are necessary to the business operations of the Company.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, pursuant to due and lawful corporate authority, this 14th day of February 2025.

Paul Gallagher
Assistant Secretary

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st 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, 1st Floor** **Beaumont, Texas 77701**

There will be a **Non-Mandatory Pre-Bid Conference and Walk-Through at 2:00 PM, CT on Tuesday, January 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. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: 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-DETERIMINATION.

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 a 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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT #6
ACDBE SAMPLE FORM

Forms 1 & 2 for Demonstration of Good Faith Efforts

FORM 1: AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid/proposal specification in the following manner (please check the appropriate space):

__X__ The bidder/offeror is committed to a minimum of __.16__ % ACDBE utilization on this contract.

_____ The bidder/offeror (if unable to meet the ACDBE goal of ____%) is committed to a minimum of ____% ACDBE utilization on this contract and submitted documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: Avis Budget Car Rental, LLC

State Registration No. 800604000

By Sydney Peruzzato (Signature) Supplier Diversity & Procurement Analyst (Title)

FORM 2: LETTER OF INTENT

Name of bidder/offeror's firm: Avis Budget Car Rental, LLC

Address: 379 Interpace Parkway

City: Parsippany State: NJ Zip: 07054

Name of ACDBE firm: Leslie Saunders Insurance Agency, Inc.

Address: 4584 N. Rancho Dr.

City: Las Vegas State: NV Zip: 89130

Telephone: 702-646-2082

Description of work to be performed by ACDBE firm:

Insurance, these activities include procurement of carriers and training of our counter personnel on the products we offer customers through close coordination with the corporate insurance group.

The bidder/offeror is committed to utilizing the above-named ACDBE firm for the work described above. The estimated dollar value of this work is $ 2,075.

Affirmation

The above-named ACDBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By _____ CEO
(Signature) (Title)

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each ACDBE subcontractor.)

avis budget group

STRATEGIC BUSINESS & DIVERSITY RELATIONS

ACDBE/DBE PARTICIPATION

Jack Brooks Regional Airport (BPT)

Avis Budget Group (ABG), with respect to Jack Brooks Regional Airport (BPT) has actively engaged in outreach efforts to promote ACDBE (Airport Concession Disadvantaged Business Enterprise) participation. ABG is currently using the firm Leslie Saunders Insurance Agency to satisfy ACDBE efforts at all other airports we currently operate at. At the award of this bid, Leslie Saunders will be used to satisfy any ACDBE goal set forth by the airport. Other ACDBE's will be sought out as needed and promoted throughout the airport at the award of a successful bid.

Our Supplier Diversity team is also working closely with procurement managers to identify and recruit more ACDBE and DBE (Disadvantaged Business Enterprise) suppliers. We have collaborated with the fuel procurement manager to include ACDBE suppliers in Requests for Proposals (RFPs) for all locations and have asked other category managers to include any identified ACDBE suppliers when we send out the RFPs in the event of a successful bid.

ABG has consistently placed supplier diversity at the forefront of its priorities, striving to align with the airport's ACDBE goals at every location. The narrative above illustrates our commitment and the steps taken to support BPT airport in achieving its ACDBE objectives.

Furthermore, ABG participated in the Airport Minority Advisory Council (AMAC) event on 5/7/2024, known as the 2024 Car Rental Outreach Day. This event allowed us to expand our resources and conduct market research to identify available ACDBEs in the state of Texas. Jim Akers, Vice President of Global Procurement, and Izzy Martins, EVP of Americas, participated in a panel to provide insights into ABG's business operations and how to connect with our procurement team, offering ACDBEs a direct line of communication. We will prioritize any firms that have expressed interest in servicing BPT.

Avis Budget Group is a member of the National Billion Dollar Roundtable (BDR). The BDR is an exclusive organization, comprising about 40 members, for companies that annually spend at least one billion U.S. dollars with diverse-owned suppliers, including minority and women-owned businesses. Avis Budget Group is the only company in the travel industry that has membership in the BDR. This membership reflects our commitment to supplier diversity, encouragement of inclusive business practices, and collaboration among the BDR member companies.

Notably, Avis Budget Group Inc. recently received the prestigious 2023 Best of the Decade 100 award from Women's Business Enterprise (WE USA) and Minority Business News (MBN USA). This award highlights Avis Budget Group Inc.'s outstanding

dedication to promoting diversity and inclusion within the supply chain. The Best of the Decade 100 distinction is reserved for companies that excel in supporting minority business development and innovation through their supplier diversity programs.

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 (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 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where Contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 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	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." 41 CFR 60-1.4 Equal opportunity clause. (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: 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: 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:	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

	Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States. The [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. 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. 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.	
>$2,000	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions	2 CFR 200 APPENDIX II (D)

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

>$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
>$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.216.	2 CFR 200 APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 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 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.	2 CFR 200.323
>$100,000	*§135.38 Section 3 clause* *All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):* 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. 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.	

	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. 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. 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. 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. 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).	
None	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: Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered	2 CFR 200.216

	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 Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (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). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (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. (b) In implementing the prohibition under Public Law 115-232, 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. (c) See Public Law 115-232, section 889 for additional information. (d) See also § 200.471.	
None	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: (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. (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.	2 CFR 200.322(a)(b)(1)(2)
None	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.	2 CFR 200.112

None	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.	2 CFR 200.336
None	Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (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.	2 CFR 200.321
None	Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.	2 CFR 200.334

	(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. (e) Records for program income transactions after the period of performance. In some cases, 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. (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). (1) *If submitted for negotiation.* If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. (2) *If not submitted for negotiation.* If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the 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.	
None	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, **Respondent** 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.	Texas Government Code 2252.152
>$100,000	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: (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (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:	Texas Government Code 2271.002

	(1) does not boycott Israel; and (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.	
Option Contract Language for contracts awarded prior to Grant 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 Avis Budget Car Rental, LLC 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

JEFFREY LUNA, VICE PRESIDENT

Name and Title of Contractor's Authorized Official

02/12/2025

Date

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

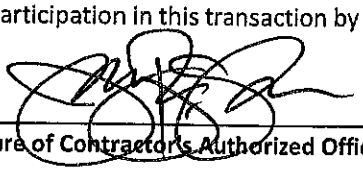
DEBARMENT/SUSPENSION CERTIFICATION

Non-Federal entities and Contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

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

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

The Contractor Avis Budget Car Rental, LLC 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

JEFFREY LUNA, VICE PRESIDENT

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CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

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

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

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

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

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

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

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

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

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

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

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

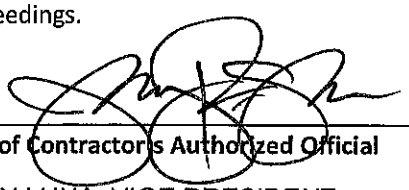
CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

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

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

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

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



Signature of Contractor's Authorized Official

JEFFREY LUNA, VICE PRESIDENT

Name and Title of Contractor's Authorized Official

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

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

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, 1st 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 of 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. If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at 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.

Entity Workspace Results 1 Total Results

AVIS BUDGET CAR RENTAL, LLC

Unique Entity ID:

Entity Status: Pending ID Assignment

Doing Business As:

Physical Address:
379 Interpace Parkway
Parsippany , NJ
07054 USA

Expiration Date:
NA

5. FORM 1295 (Texas Ethics Commission) SUBMISSSION 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

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.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

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

VENDOR:ENTER YOUR BUSINESS NAME, CITY, STATE, AND COUNTRY HERE

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

JEFFERSON COUNTY, TEXAS

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.

VENDOR: ENTER BID/PROPOSAL/CONTRACT/AGREEMENT REF# AND TITLE HERE.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIES.		X	
VENDOR: WORKERS (OR NON-OWNERS) IN YOUR COMPANY ARE INTERMEDIARY PARTIES.			X

5 Check only if there is NO Interested Party. **CHECK BELOW IF APPLICABLE** ☐

6 UNSWORN DECLARATION **VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION.**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

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

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

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.

Must file online at www.ethics.state.tx.us/File

BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1268729

Date Filed:
02/12/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Avis Budget Car Rental, LLC
Parsippany, NJ United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
IFB 24-068/CG
Automobile Rental Concessions for Jack Brooks Regional Airport

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Ferraro, Joseph	Parsippany, NJ United States	X	
Martins, Izilda P.	Parsippany, NJ United States	X	
Avis Budget Holdings, LLC	Parsippany, NJ United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is JEFFREY LUNA, and my date of birth is 10/08/1982.

My address is 9 PINEVIEW LANE (street), BOONTON (city), NJ (state), 07005 (zip code), USA (country).

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

Executed in MORRIS County, State of NEW JERSEY, on the 12 day of FEBRUARY (month) 20 25 (year).

Signature of authorized agent of contracting business entity
(Declarant)

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, 7th 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:

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

Property Insurance (policy below that is applicable to this project):
Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (See Section 9 Below)

11. WORKERS' COMPENSATION INSURANCE

11.1 Definitions:

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

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

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

11.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

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

11.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

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

11.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

11.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

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

11.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

11.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

11.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

11.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

11.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

11.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

11.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

11.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

11.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

11.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

11.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

11.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs **11.1. – 11.7.**, with the certificates of coverage to be provided to the person for whom they are providing services.

11.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

11.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

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

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

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 02/12/2025

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

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

PRODUCER	CONTACT NAME:	
Aon Risk Services, Inc of Florida 701 Brickell Avenue Suite 3200 Miami FL 33131 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Avis Budget Group, Inc.; Avis Budget Car Rental, LLC, its subsidiaries including Avis Rent A Car System, LLC, Budget Rent A Car System, Inc.and Budget Truck Rental, LLC. 379 Interpace Parkway Parsippany NJ 07054 USA	INSURER A: Continental Casualty Company	20443
	INSURER B: The Continental Insurance Company	35289
	INSURER C: Transportation Insurance Co.	20494
	INSURER D: ACE Property & Casualty Insurance Co.	20699
	INSURER E: American Casualty Co. of Reading PA	20427
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 570110858165 **REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			9001603190	07/01/2024	07/01/2025	EACH OCCURRENCE	$3,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	X Garage Liability						MED EXP (Any one person)	Excluded
							PERSONAL & ADV INJURY	$3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$25,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:							
A	AUTOMOBILE LIABILITY			BUA 7001700830	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
A				BUA 2083558793	07/01/2024	07/01/2025	BODILY INJURY (Per person)	
	X ANY AUTO			Self Insured			BODILY INJURY (Per accident)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY							
	X Garage Keepers Liabilit							
D	X UMBRELLA LIAB X OCCUR			XEUG28130168009	07/01/2024	07/01/2025	EACH OCCURRENCE	$4,000,000
	EXCESS LIAB CLAIMS-MADE			SIR applies per policy terms & conditions			AGGREGATE	$4,000,000
	DED X RETENTION							
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC4014106301	07/01/2024	07/01/2025	X PER STATUTE OTH-ER	
B	Y/N			WC4014106346	07/01/2024	07/01/2025	E.L. EACH ACCIDENT	$1,000,000
C	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) Y	N/A		WC4014106265	07/01/2024	07/01/2025	E.L. DISEASE-EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-POLICY LIMIT	$1,000,000

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

See Attached, RE: Jacks Brooks Regional Airport, Beaumont, Texas. Jefferson County is Included as Additional Insured to the General Liability policy and General Liability, Automobile Liability and Umbrella Liability policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents With Respect to their Interest in the Lease Contract Agreement.

CERTIFICATE HOLDER

Jacks Brooks Regional Airport
Jefferson County Purchasing Department
Attn: Contract Specialist
1149 Pearl Street, 1st Floor
Beaumont TX 77701 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Inc of Florida

Holder Identifier : 1167

Certificate No : 570110858165

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AGENCY CUSTOMER ID: 570000090178

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Aon Risk Services, Inc of Florida		Avis Budget Group, Inc.; Avis Budget
POLICY NUMBER		
See Certificate Number: 570110858165		
CARRIER	NAIC CODE	EFFECTIVE DATE:
See Certificate Number: 570110858165		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

THIS CERTIFICATE OF INSURANCE (COI) RELATES TO A POLICY (POLICIES) ISSUED TO THE INCLUDED INSURED AND IS INTENDED TO DEMONSTRATE COVERAGE AS PROVIDED SOLELY TO THE INCLUDED INSURED AND IS FOR INFORMATIONAL PURPOSES ONLY. THE CERTIFICATE HOLDER LISTED ON THIS COI MAY BE INCLUDED AS AN ADDITIONAL INSURED UNDER SUCH POLICY (POLICIES) ONLY TO THE LIMIT THAT SUCH CERTIFICATE HOLDER'S INTEREST APPEARS ONLY IF SUCH INCLUSION IS REQUIRED IN WRITING SPECIFICALLY AND EXPRESSLY STATING THAT SUCH CERTIFICATE HOLDER BE INCLUDED AS AN ADDITIONAL INSURED UNDER SUCH POLICY (POLICIES). UMBRELLA COVERAGE MAY BE SUBJECT TO DEDUCTIBLE AND/OR SELF INSURANCE.

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EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 02/13/2025

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

AGENCY Aon Risk Services, Inc of Florida 701 Brickell Avenue Suite 3200 Miami FL 33131 USA	PHONE (A/C, NO, Ext): (866) 283-7122 FAX (A/C No): (800) 363-0105 E-MAIL ADDRESS: CODE: SUB CODE: AGENCY CUSTOMER ID #: 570000090178
COMPANY The Hartford Steam Boiler Inspection and Ironshore Specialty Insurance Company	
INSURED Avis Budget Group, Inc.; Avis Budget Car Rental, LLC, its subsidiaries including Avis Rent A Car System, LLC, Budget Rent A Car System, Inc.and Budget Truck Rental, LLC. 379 Interpace Parkway Parsippany NJ 07054 USA	LOAN NUMBER POLICY NUMBER: See Attached Addendum EFFECTIVE DATE: 07/01/2024 EXPIRATION DATE: 07/01/2025 ☐ CONTINUED UNTIL TERMINATED IF CHECKED THIS REPLACES PRIOR EVIDENCE DATED:

Holder Identifier : 32576510

Certificate No : 570110866069

PROPERTY INFORMATION

LOCATION/DESCRIPTION

RE: Jacks Brooks Regional Airport, Beaumont, Texas.

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

COVERAGE INFORMATION PERILS INSURED ☐ BASIC ☐ BROAD ☐ SPECIAL ☒ ALL RISK - subject to exclusions

	COVERAGES/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Commercial Property Coverage	(See REMARKS for additional coverages)	$ 10,000,000	$ 500,000
Equipment Breakdown	Includes Boiler & Machinery	$ 1,000,000	$ 5,000

REMARKS (Including Special Conditions)

All Risks Commercial Property includes Real & Personal Property & Improvements & Betterments & Business Interruption. 100% Replacement Cost. Evidence of coverage.

CANCELLATION

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

ADDITIONAL INTEREST

NAME AND ADDRESS

Jacks Brooks Regional Airport
Jefferson County Purchasing Department
Attn: Contract Specialist
1149 Pearl Street, 1st Floor
Beaumont TX 77701 USA

☐ ADDITIONAL INSURED ☐ LENDER'S LOSS PAYABLE ☐ LOSS PAYEE
☐ MORTGAGEE

LOAN #

AUTHORIZED REPRESENTATIVE Aon Risk Services Inc of Florida

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AGENCY CUSTOMER ID: 570000090178

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY	NAMED INSURED
Aon Risk Services, Inc of Florida	Avis Budget Group, Inc.; Avis Budget
POLICY NUMBER: See Certificate Number: 570110866069	
CARRIER: See Certificate Number: 570110866069 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 27 FORM TITLE: Evidence of Property Insurance

Property Carrier Participation

All Policies Effective July 1, 2024 - Expiration July 1, 2025

Ironshore Specialty Insurance Company - #100041270205
12.5% P/O $35M XS $5M

Starr Surplus Lines Insurance Company - #SLSTPTY12126124
14% P/O $35M XS $5M

CNA - Columbia Casualty Company - #RMP7016812395
4% P/O $15M XS $5M

Canopius Insurance Services - Lloyds 4444 #B72194DAA
4% P/O $15M XS $5M

Lloyd's Syndicate No. 4444 CNP; Lloyd's Syndicate No. 1886 QBE; Lloyd's Syndicate No. 1969 APL, Ki Digital Services Limited KII 1618; Unicorn Underwriting Limited on behalf of Ki Digital Services Limited (KI 9029); Lloyd's Syndicate 1856 IQU - #PTNAM2413191
40% P/O $15M XS $5M

Lloyd's Syndicate 0033 HIS; Lloyd's Syndicate No. 1183 TAL; Lloyd's Syndicate No. 1686 AXS; - #PTNAM2401464
15% P/O $15M XS $5M

Landmark American Insurance Company - #LHD944459
4% P/O $35M XS $5M

Mitsui Sumitomo Insurance Company of America - #CIM4112530
25% P/O $20M XS $15M

Lloyd's Syndicate No. 2003 AXL; Tokio Marine Kiln: Lloyd's Syndicate No. 0510 KLN(80%), Lloyd's Underwriter; Syndicate No. 1880 TMK(20%); Unicorn WWP Limited binding on behalf of Aviva Insurance Limited; Lloyd's Syndicate No. AFB 2623 72% AFB 623 28%) - #PTNAM2413192
42% P/O $20M XS $15M

Lloyd's Syndicate 0033 HIS; Lloyd's Syndicate 1183 TAL; Unicorn Underwriting Limited on behalf of: Ki Digital Services Limited (KI 9029) & PartnerRe 2024; SCOR Syndicate 2015 CHN; Lloyd's Syndicate No. AFB 2623 72% AFB 623 28% - #PTNAM2413221
50% P/O $10M XS $35M

Below 2 policies are placed through Aon Bermuda
(Aon) Commercial Risk (U.S) is authorized to generate and distribute certificates in an administrative capacity as evidence of insurance on behalf of Aon Bermuda.

Allied World Assurance Company, Ltd. (Bermuda) #P018324012
4% P/O $15M XS $5M

Everen Specialty LTD. (Bermuda) #P1039640724
2.5% P/O $35M XS $5M

Equipment Breakdown - Includes Boiler & Machinery
The Hartford Steam Boiler Inspection and Insurance Company - #FBP6270371

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BIDDER INFORMATION FORM

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

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

Bidder's Company/Business Name: AVIS BUDGET CAR RENTAL, LLC dba BUDGET & PAYLESS

Bidder's TAX ID Number: 06-0918165

***If Applicable*:** **HUB Vendor No.** N/A **DBE Vendor No.** N/A

Contact Person: JEFFREY LUNA **Title:** VICE PRESIDENT

Phone Number (with area code): 608-385-6549

Alternate Phone Number if available (with area code): 973-496-3366

Fax Number (with area code):

Email Address: JEFFREY.LUNA@AVISBUDGET.COM

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

379 INTERPACE PARKWAY
Address

PARSIPPANY, NEW JERSEY 07054
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. 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.

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 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 . 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.

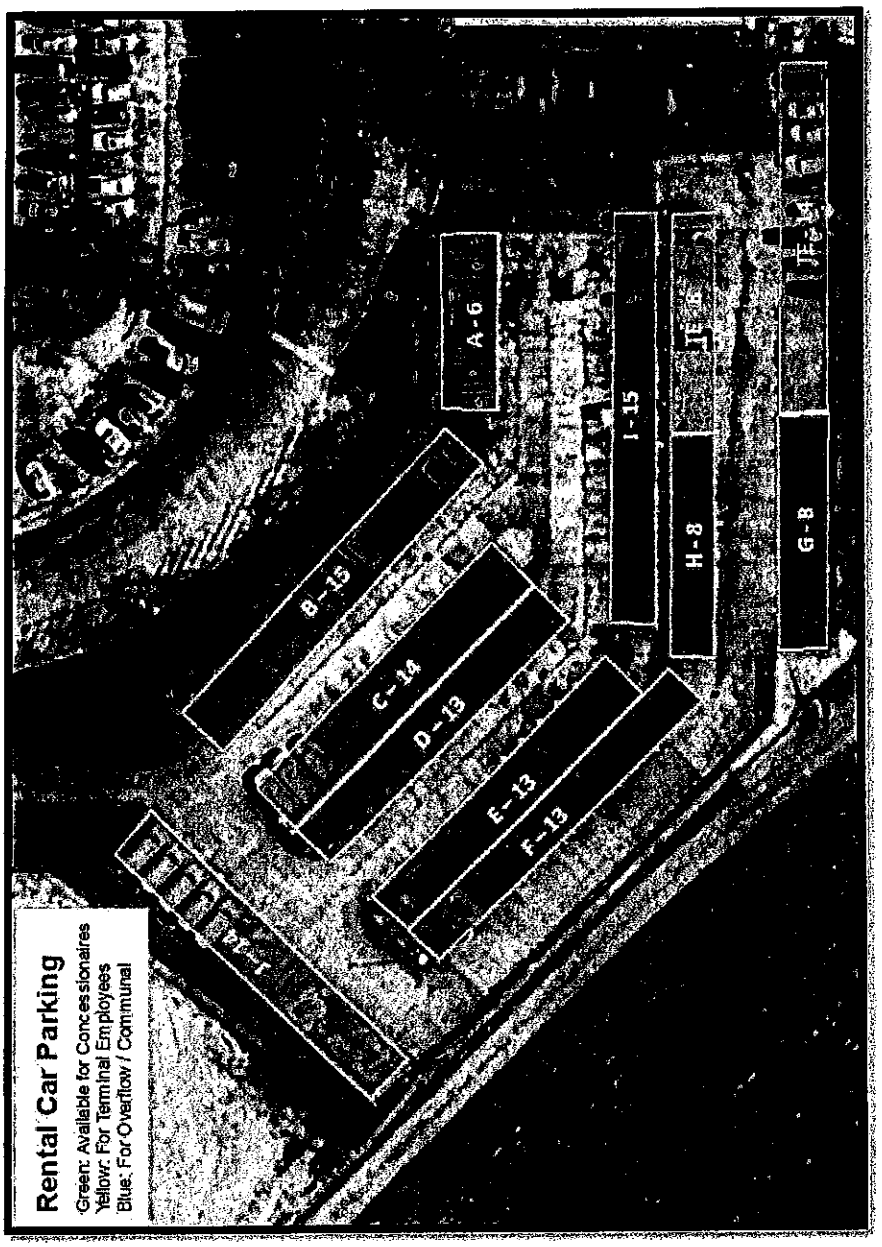
The successful bidder who is not currently operating at the Airport will be required, in a separate or in the attached lease agreement, to install its own facilities, including counter inserts, signage, and cleaning equipment.

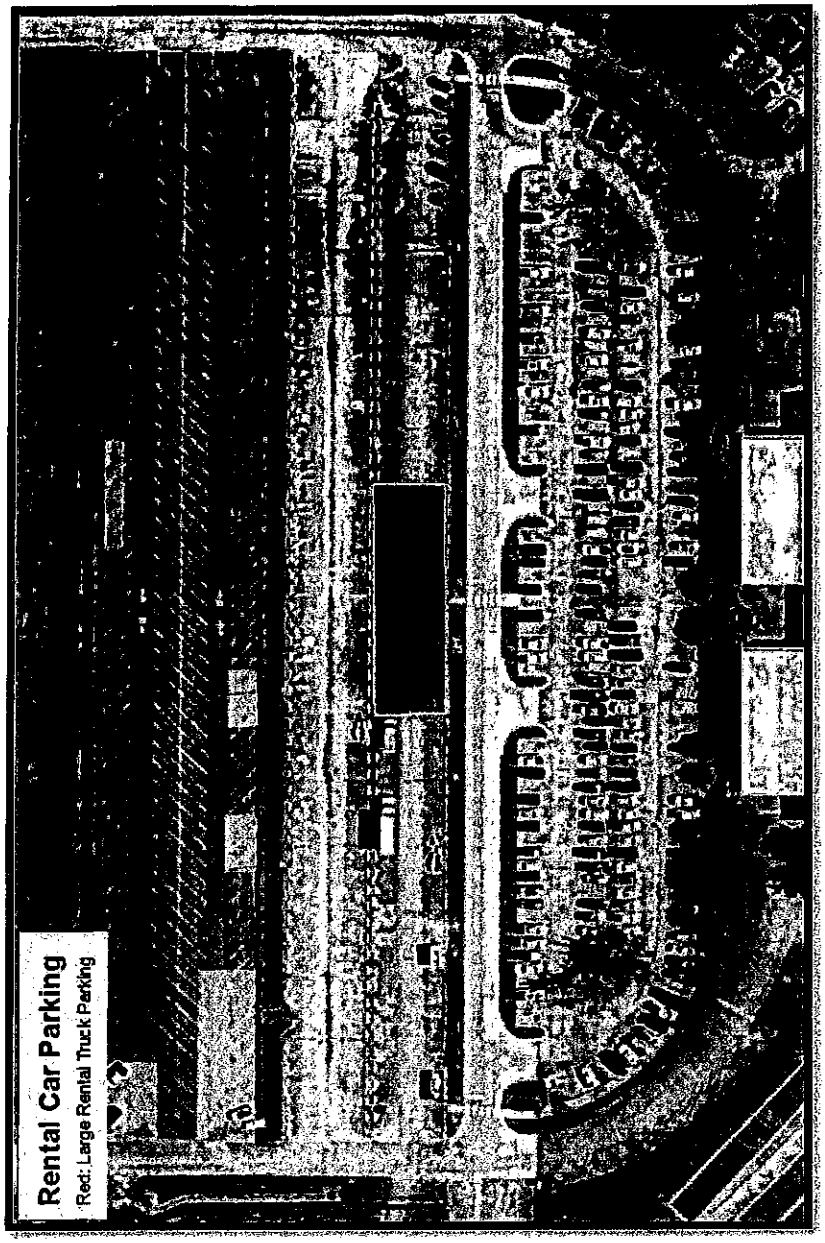
The unsuccessful bidder will not be required to sell its property to the successful bidder and the County will not be involved in any negotiations between the successful bidder and the unsuccessful bidder.

Disadvantaged Business Enterprises (DBE) Participation Goals

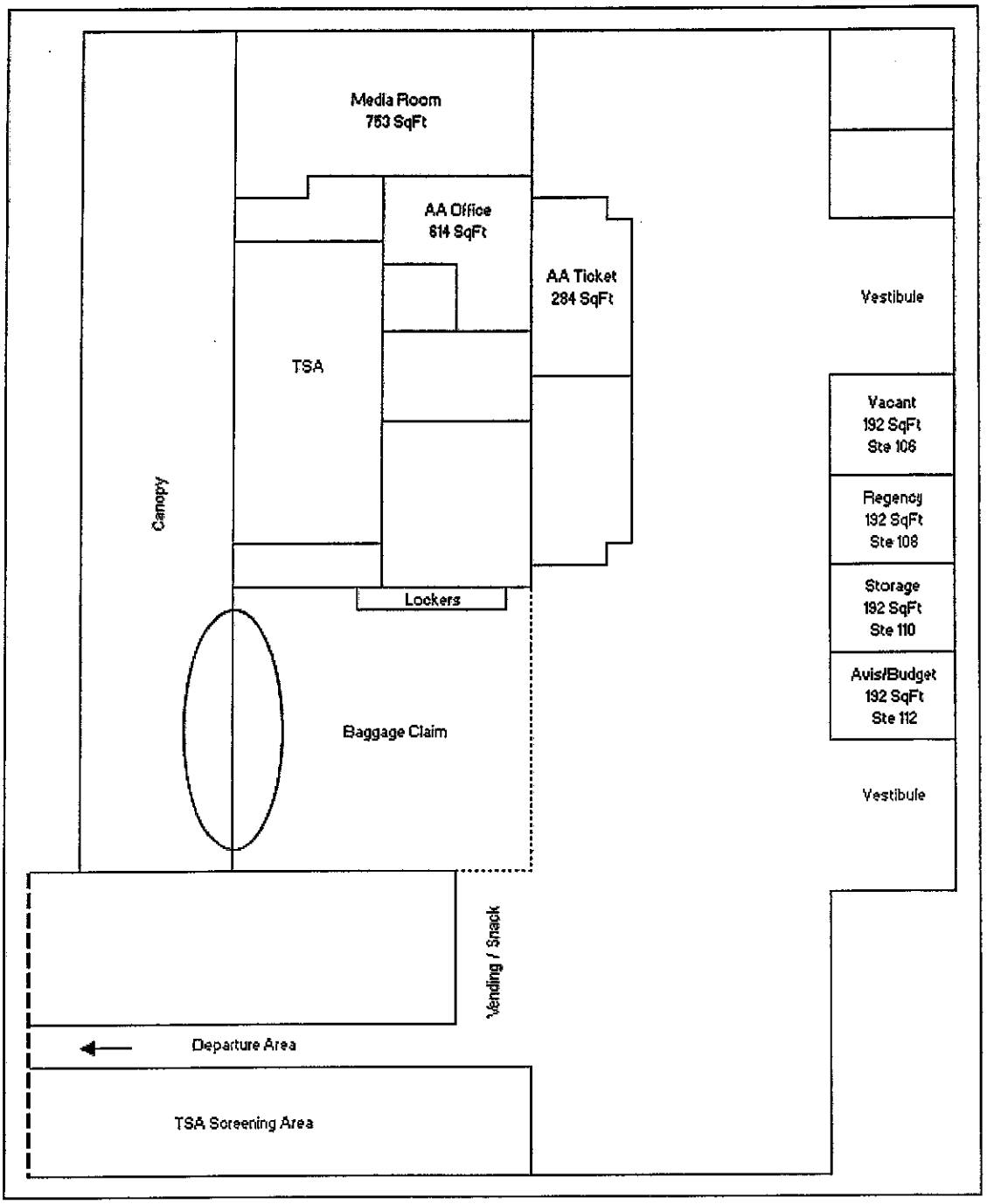
It is the policy of the County to require the inclusion of firms owned and controlled by minorities or women in contract awards and projects whenever feasible. This policy is consistent with the administrative mandate set out by the United States Department of Transportation in Part 26 Code of Federal 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.

Parking Diagrams

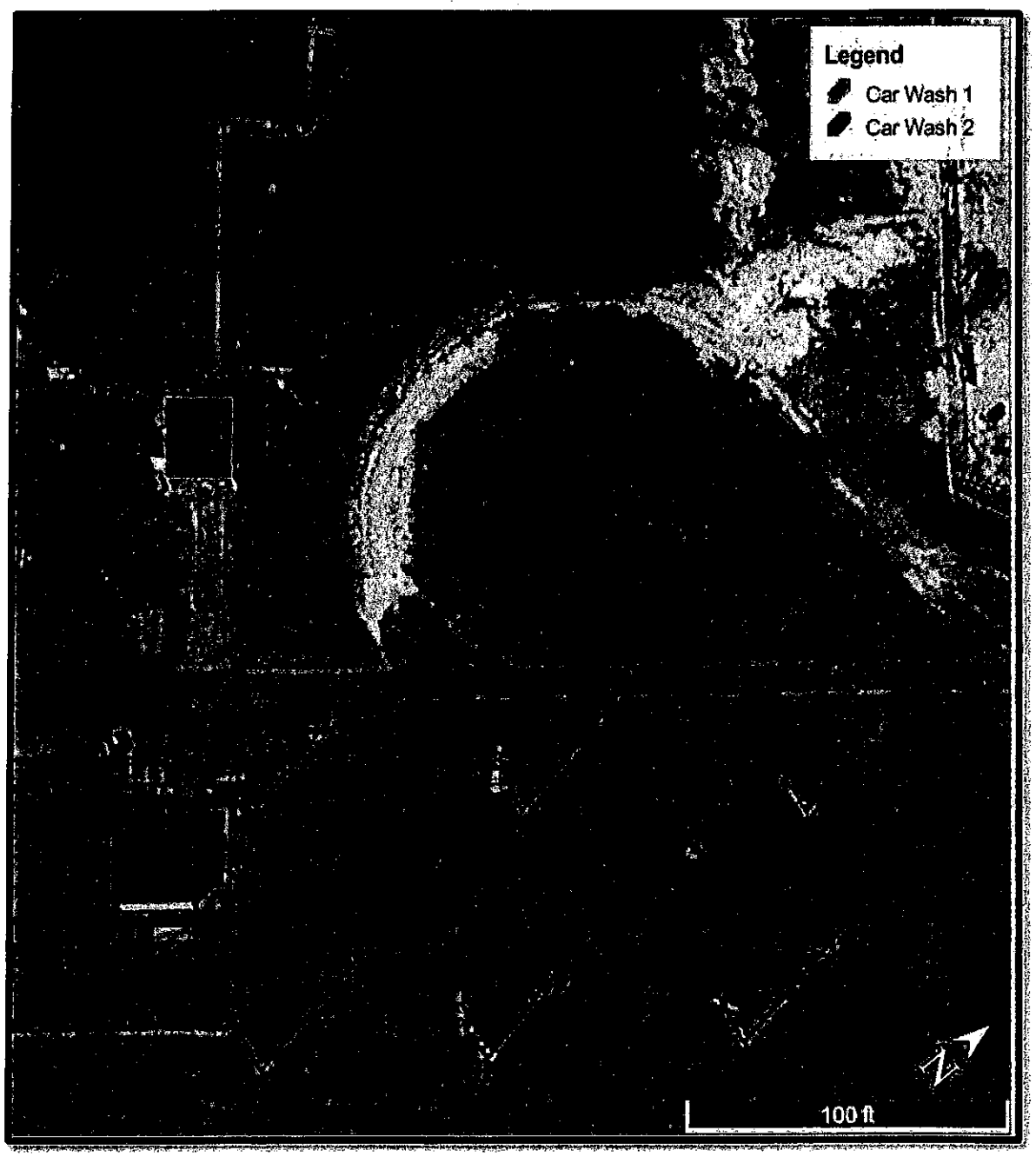



Rental Car Parking
Red: Large Rental Truck Parking

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): 1, 2, 3, _____.

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

AVIS BUDGET CAR RENTAL, LLC
Company Name

379 INTERPACE PARKWAY
Address

PARSIPPANY, NEW JERSEY 07054
City State Zip

Signature of Person Authorized to Sign

JEFFREY LUNA
Printed Name

VICE PRESIDENT
Title

For clarification of this offer, contact:

JEFFREY LUNA, VICE PRESIDENT
Name & Title

608-385-6549
Phone Fax

JEFFREY.LUNA@AVISBUDGET.COM
E-mail

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

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: 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.

JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT

1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593 phone

ADDENDUM TO IFB

IFB Number:	IFB 24-068/CG
IFB Title:	Automobile Rental Concessions at the Jack Brooks Regional Airport
IFB Due:	**11:00 am CT, Wednesday, February 19, 2025**
Addendum No.:	1
Issued (Date):	January 29, 2025

TO BIDDER: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB package – **including all addenda.** For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed proposal.** If the Proposal has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and Opening Date and Time, as stated above.

Reason for Issuance of this addendum: Change due date for written questions to 5:00 pm, CST, Thursday, February 06, 2025.

The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Bidder:

ATTEST:

Witness

Witness

Approved by ____ Date: _____

Authorized Signature (Bidder) JEFFREY LUNA

VICE PRESIDENT
Title of Person Signing Above

AVIS BUDGET CAR RENTAL, LLC
Typed Name of Business or Individual

379 INTERPACE PARKWAY
Address PARSIPPANY, NEW JERSEY 07054

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

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

Addendum to IFB

IFB NUMBER: **IFB 24-068/CG**

IFB TITLE: **Automobile Rental Concessions at the Jack Brooks Regional Airport**

IFB DUE BY: **11:00 am CT, Wednesday, February 19, 2025**

ADDENDUM NO.: **2**

ISSUED (DATE): **January 31, 2025**

To Bidder: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed bids to have been proffered in recognition and consideration of the entire IFB Specifications Package – *including all addenda*. For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed bid submission.** If the bid submission has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and IFB Opening Date and Time, as stated above.

Reason for Issuance of this Addendum: Vendor Questions and additional information

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The information included herein is hereby incorporated into the documents of this present bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Respondent:

ATTEST:

Witness

Witness

Approved by ____ Date: _____

Authorized Signature (Respondent) JEFFREY LUNA

VICE PRESIDENT
Title of Person Signing Above

AVIS BUDGET CAR RENTAL, LLC
Typed Name of Business or Individual

379 INTERPACE PARKWAY,
Address PARSIPPANY, NJ 07054

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent
1149 Pearl Street
1st Floor, Beaumont, TX 77701
OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

1. **Question:** Please provide the proposed concession agreement.

Answer: A copy of the concession agreement is included in Attachment A

2. **Question:** Please provide the last 5 years' rental car gross revenues at County by brand.

Answer:

FY2021=	2,519,398
FY2022=	3,001,667
FY2023=	2,835,949
FY2024=	3,117,866

3. **Question:** What is the anticipated passenger growth for the next 5 years at County.

Answer: Based on a recent Master Plan, the projected enplanement growth for BPT is 2.7% per year.

4. **Question:** Does County have any formal written agreements with any off-airport operators? If so, what are the terms of that agreement – i.e. what is the arrangement for pick-up and drop-off of customers; what are the fees that operators pay to County?

Answer: No

5. **Question:** In recent years, there have been several companies that have been interested in providing car sharing services on-airport, whether they are actual car sharing companies or a branded service that rental car companies offer. These car sharing companies/services have membership fees. If County intends to allow car sharing anywhere on airport property (whether offering limited parking spaces on-airport, curbside pick-up, etc.), please confirm that the County is collecting a portion of these membership fees along with the off-airport revenue percentage fee.

Answer:

a. Currently, the County has no contractual agreements with car-sharing services on the airport. After conducting some research, we determined that there is a limited number of car-sharing services conducted on airport premises serving travelers.

i. The Airport will begin to develop and implement contractual agreements with car-sharing services so they will not have an economic advantage over existing and on-site car rental companies.

b. Currently, the County has no contractual agreements with off-airport car rental companies that rent cars to airport patrons. After conducting some research, we determined that there is an annual average of 1 car-per-day rented to the FBOs (airport FBO and private FBO), with approx. 85% of the rentals coming from Avis, and 15% from Enterprise.

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent
1149 Pearl Street
1st Floor, Beaumont, TX 77701
OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

ii. The Airport will develop and implement contractual agreements with off-airport car rental companies that rent to customers at the airport so they will not have an economic advantage over existing and on-site rental companies, however we will limit their services to the FBOs only and not service any Terminal customers.

6. **Question:** Is this rental car concession opportunity inclusive of FBO operations? (If so, please confirm that only successful bidders will be authorized to provide FBO service during the new term.)

Answer: See Question and Answer #5

7. **Question:** Please confirm that if you accept fewer than 2 bids, that no additional rental car concessionaire will be added during the term of the agreement, other than those companies that are successful in this IFB process. Any RAC interested in operating at the County should not be able to NOT respond now, wait until it sees which companies bid and what MAGs are bid, and then enter into a contract at the minimum. This undermines the bidding process.

Answer: After initial award under this IFB, an additional contract will not be awarded under this same IFB.

8. **Question:** Please confirm that no additional brand can be added to any bidder's concession agreement during the term of the agreement and that operator may only operate the brand or brands that it specified in its bid.

Answer: See Other Proposer Criteria section on page 42.

9. **Question:** Most airports require an online or email submission. We request that you require only an email or online submission, rather than physical copies. This saves both time and, from a sustainability perspective, resources. If you do require a hard copy, then we request that you require only one (1) hard copy original.

Answer: Hard copies are required. Email submissions are not accepted. See Section 3- Special Requirements/Bid Submission Instructions on page 28.

10. **Question:** Please allow ample time between the time issues questions and answers/final addenda and the time bids are due. It should be no less than 3 weeks. However, if we have the ability to submit our bids online or by email, that timeframe could be shortened.

Answer: We will not be extending the due date at this time. See Section 1: General Conditions of Bidding and Terms of Contract on page 2.

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

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

11. **Question:** Please confirm that all the terms and conditions specified in the IFB and any/all issued addenda will be incorporated and made a part of the concession agreement. Please add language to the IFB and to the Concession Agreement which states: "The Invitation for Bids, including all issued addenda and questions and answers, are hereby incorporated into and made a part of the Concession Agreement."

Answer: Yes, see language in attached Concession Agreement and the Addendum.

12. **Question:** There are several sections of the General Conditions of Bidding that seem to be inapplicable to a rental car concession. For example, section 2.15 asking for "data sheets", section 4.3 regarding price re-determination, section 7 (5th para) regarding award being based on lowest bid. Will County confirm these are not applicable to this bid?

Answer: These are general conditions of bidding in Jefferson County. You must comply with conditions applicable to this contract. MSDS sheets in Section 1 #2.15 are not applicable to this contract. Price Re-Determination in Section 1 #4.3 is not applicable to this contract. Section 1 #7. Award paragraph 5 on page 9 is a general requirement only and is not applicable. See Section 4: Minimum Specifications on pg 39. The first sentence advises: "The following requirements and specifications supersede General Bid Requirements where applicable." Basis of award can be found on page 41-42 of Section 4.

13. **Question:** Section 1.15 (pg 3) – Issuing addenda only 48 hours prior to the due date is not feasible. Our bid would have already been completed, signed and shipped at least 4 days prior to the due date. As previously mentioned, addenda should be issued at least 3 weeks prior to the due date unless you offer an electronic (email) submission.

Answer: See Question and Answer #10.

14. **Question:** Section 4.4 (pg 7) – Respectfully, we object to a termination for convenience. We are bidding for 5 years, not a month-to-month agreement. Please confirm this termination for convenience is not applicable and will be struck.

Answer: This can be negotiated at time of contract negotiations.

15. **Question:** Section 1 (pg 39) – There is a discrepancy with the term of the agreement. Is the agreement 5 full years, or 1 year with 4 options (Acceptance of Offer form)? We would prefer a full 5 year term, along with a renewal option.

Answer: The agreement is for a 5 year term.

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent
1149 Pearl Street
1st Floor, Beaumont, TX 77701
OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

16. **Question:** Is a bidder permitted to submit 2 separate bids if each bid proposes different operating brands?

Answer: Yes

17. **Question:** Section 2 (pg 40) Counter Space rent – please clarify $26/ square foot and $13/ square foot. What is the square footage for each rental car counter? Why are the amounts per square foot different?

Answer: The square footage is $26 per square foot per year for counter space and $13 per square foot per year for storage space. The rental car counter space is 192 square feet.

18. **Question:** Section 2 (pg 41) Basis of Award – Please confirm that Total Annual Parking is not a basis for award. If it is a basis for award, please explain.

Answer: It is a part of the Basis for award, secondary to their total Minimum Annual Guarantee as described in the Basis for Award Section on pg 41.

19. **Question:** Acceptance of Offer form (pg 48) – Please confirm this is not a form that is to be submitted with our bids.

Answer: This is a form for Jefferson County to fill out.

20. **Question:** Bid Form (pg 50) – Please confirm whether or not bidders are eligible to bid for rental truck/moving truck even if a bidder would not be offering trucks at BPT.

Answer: Only bid on items you are offering at the airport.

21. **Question:** Bid Form (pg 51) – We request that we only have to submit the signature page of any addenda issued rather than the full multi-page addenda.

Answer: The full addenda is required.

22. **Question:** Signature Page (pg 53) – Please confirm that the reference to governmental entities piggybacking off of this contract is not applicable to this bid and will be struck from the Signature Page. If, in fact, this needs to be answered Yes or No, please confirm that either answer does not negative affect a bidders bid award.

Answer: Please answer yes or no, however this does not affect a bidders bid award.

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23. **Question:** GFE Checklist, NOI with HUB and HUB Subcontracting form (pgs 58-62) – It is most common that a rental car operator does not subcontract any of their rental car concession operations. Being that is the case, why would we complete a GFE checklist if we would not be seeking any subcontractors? Further, why would we complete Part III on page 61 if we perform 100% of the concession operation?

Answer: We require all forms to be completed. If not using a subcontractor, simply answer "no" at the top of pg 58 and 59, then complete and sign the bottom section of pg 62.

24. **Question:** NOI with HUB and HUB Subcontracting form (pgs 58-59) – Are these forms the same thing? They ask the same Yes/No question – "Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded)," then goes on to require the "Contractor Name" on the NOI form and the "Prime Contractor" on the HUB Declaration form (the Contractor and Prime Contractor being the Bidder). Why are both forms required?

Answer: See question and answer #23.

25. **Question:** NOI with HUB form (pg 58) – States the form is required with the bid, but then states may be submitted after contract award. Please clarify.

Answer: If you answer "yes" that you intend to subcontract you can provide the contact information for subcontractor after contract is awarded.

26. **Question:** HUB Subcontracting form (pg 62) – Part II states to complete the GFE Checklist if in "non-compliance for not meeting HUB Subcontracting Goals" – please advise as to what the HUB subcontracting goals are.

Answer: There are no HUB subcontracting goals for this project.

27. **Question:** We request that all of the HUB forms be a post-bid/post-award requirement, not only because we need a lot of time to fully understand what is required, but also because there wouldn't be a need to provide any of this information unless awarded the contract.

Answer: See Question and Answers to #23, #24 and #25.

28. **Question:** Please include a Most Favored Nations provision in the concession agreement. We suggest the following language: "In the event that any contract granted by the County to any other Rental Car Company shall contain any terms and conditions more favorable to such company than the terms and conditions herein described (other than the number of allocated parking spaces and the location of the concession area, etc.), then this Agreement shall be amended to include such more favorable terms and any offsetting burdens that may be imposed on any such other company. The intent of this provision is to ensure that the County

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shall give due diligence to ensure all rental car companies will be able to compete on terms as equal as possible with all other rental car companies, and to ensure that no individual rental car company or companies shall enjoy any rights or privileges more favorable to any such individual company or companies than those enjoyed by all rental car companies."

Answer: See Article X11- Favorable Conditions Section in the attached Concession Agreement.

29. **Question:** Please publish the rental car revenues for the past 3 years.

Answer: See Question and Answer #2

30. **Question:** Please send proposed concession agreement.

Answer: See Question and Answer #1

31. **Question:** What is the anticipated effective date of the new agreement?

Answer: The anticipated effective start date is approximately April 1, 2025.

32. **Question:** What is the proposed concession fee?

Answer: The proposed concession fee shall be 10% of revenues, or MAG, whichever is greater.

33. **Question:** When will the calendar year 2024 airline numbers be finalized? What is the most recent data that you have without estimates?

Answer: Updated enplanement numbers from Airlines below:

	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	33,768	32,705	66,473

34. **Question:** Please confirm whether the minimum required numbers on the Bid Form equate to annual rents?

Answer: Bidders are to write/insert **Annual** amounts in the far-right column.

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Additional Information:

1. **The proposed Minimum Annual Guarantee (MAG) is $75,000**

2. **The Basis of Award Section (below) found on page 41-42 of the Specifications is amended to include the additional highlighted/italicized language:**

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".

Service location/car wash: In the event the incumbent is one of the two successful bidders, and they have bid the minimum amount for the car wash as stated in the bid, they may remain in that car wash location.

i. In the event the incumbent is one of the two successful bidders, and the incumbent bid the minimum amount for the car wash and the new concessionaire bid the same amount, the incumbent shall remain in that car wash location.

THE STATE OF TEXAS

Attachment A

CONCESSION AGREEMENT
RENTAL CAR XYZ, LLC

COUNTY OF JEFFERSON

This Concession Agreement, made and entered into this ___ **day of MONTH, 2025**, by and between Jefferson County, a political subdivision of the State of Texas (hereinafter referred to as "County") and _____ authorized to do business in the State of Texas (hereinafter called "Concessionaire" or "Lessee"). For the sake of other provisions contained herein, contract year shall refer to each twelve (12) month period beginning on **April 1, 2025**.

WITNESSETH

WHEREAS, County is the owner of the Jack Brooks Regional Airport, (hereinafter called "Airport") and, WHEREAS, Concessionaire is a successful bidder, per IFB 24-068/CG;

WHEREAS, both parties agree to the terms as specified in IFB 24-068/CG.

WHEREAS, Lessee has paid or agrees to pay all unpaid balances owed to Airport for any previous agreements.

NOW, THEREFORE, the parties for and in consideration of their mutual promises and covenants agrees as follows:

ARTICLE I - Term

The contract commences April 1, 2025 and terminates March 31, 2030, sixty (60) months after the commencement date.

If lessee shall hold over and remain in possession of the Leased Premises after the expiration of the Term specified herein, such possession by Lessee shall be deemed a month-to-month tenancy that is terminable immediately on written notice delivered at any time by either party. During any such month-to-month tenancy, Lessee shall pay all the fees, charges, and annual guarantees required by this Agreement. All provisions of this Agreement except those pertaining to Term shall apply to said month-to-month tenancy.

ARTICLE II - Concession Rights Granted

County grants to Concessionaire the right to operate the concession at the Airport, this concession shall be one (1) of two (2) similar concessions.

Concessionaire shall not use, operate or permit to be installed coin operated vending machines of any type or for any purpose within the concession areas. This concession is for an automobile rental business.

Concessionaire in its efforts to comply with the requirements applicable to its customers under the Payment Card Industry Data Security Standard, shall under no circumstances be required to use any network other than its own private network, to ensure that its customers' credit card information is not compromised.

ARTICLE III - Premises

Concessionaire is authorized to occupy for the term of this contract and for the operation of the concession, the following areas:

a) Counter and Administrative Area: One of four (4) Counter and administrative areas, consisting of approximately 192 square feet each, as shown on Exhibit A.
b) Parking Areas: Concessionaire shall have the right to the exclusive use of the parking area for **XX** spaces each as designated on Exhibit B.
c) Car Wash Facilities: One car wash – ready return areas, as shown on Exhibit C.

ARTICLE IV - Exclusive Concessions

Concessionaire shall use the areas for purposes of providing rental car service or taking reservations for such services at other locations where automobile rental services are furnished by Concessionaire. Incident thereto, Concessionaire shall be entitled to sell personal accident insurance.

ARTICLE V - Fees, Charges and Rental

As a consideration for County granting the concession right hereinabove set forth, Concessionaire shall pay to the County, on a monthly basis for each contract year, an amount equal to the greater of the following: (a) one-twelfth ($1/12^{th}$) the Minimum Annual Guarantee (MAG); or (b) a percentage fee equal to ten percent (10%) of its monthly gross receipts.

Refer to attached bid sheet, Exhibit D, with Lessee's MAG as bid for each contract year.

During the contract, the term "gross revenue" shall mean the sums derived from time and mileage charges, after discounts, for the rental of automobiles hereunder without regard to the manner in which, or place in which, Concessionaire has received the order for the automobile and regardless as to whether the cars are returned to the airport or some other location; provided, however, "gross revenue" shall only include that portion of time and mileage charges which are actually credited to Concessionaire's Jack Brooks Regional Airport Operation for the rental of "foreign vehicles" at and from said Airport. "Foreign vehicles" are vehicles not assigned to (1) Concessionaire's Beaumont/Port Arthur fleet, or (2) in the case of Concessionaire which also operates rental car service at the City of Houston Airport, Concessionaire's Houston zone fleet.

"Gross revenue" shall not include the amount of any Federal, State or Municipal sales or other similar taxes separately stated and collected from customers of Concessionaire now or hereinafter levied or imposed, nor any sums received as insurance or otherwise for damage to automobiles or other property of Concessionaire, or for loss, conversion or abandonment of such automobile, nor amounts paid by customers of Concessionaire separately billed as additional charges for waiver by Concessionaire of its rights to recover from customers for damages to the vehicles rented or as refueling reimbursement charges, nor any sums received by reason of Concessionaire's disposal of capital assets and/or trade fixtures.

The Concessionaire shall have the right to conduct part of its operations on a credit basis provided, however, the risk of such operation shall be borne solely by the Concessionaire. The Concessionaire, for the purpose of its rentals, shall report both cash and credit sales of its monthly gross revenue statement. Unless specifically mentioned above, all other revenues are excluded.

Itemized:

a) **Counter and Administrative Space**: A charge for approximately 192 square feet of counter and administrative space, at the rate of $26.00 per square foot per annum (**$4,992 annual or $416 monthly**) shown on Exhibit A.

   a. **Optional Storage Space**: A charge for approximately 192 square feet of storage space, at a rate of $13.00 per square foot per annum (**$2,496 annual or $208 monthly**) shown in Exhibit A.

b) **Rental Car Parking Lot:** A charge for XX spaces at a rate of **$120 per space per year/ $10 per space per month** (**$X,XXX.XX annual or $XXX.XX monthly**) for the parking space shown on Exhibit B. If a designated overflow parking lot is requested, contact the Airport Director to negotiate scope, terms, and consideration.

c) **Rental/Moving Trucks**: Rental trucks, or "trucks for hire", if such are kept on Airport property, will be stored in an area designated by the Airport Director. A charge for XX spaces at a rate of **$120 per space per year/ $10 per space per month** (**$X,XXX.XX annual or $XXX.XX monthly**) for the parking space shown on Exhibit B. Since the rental/moving trucks take up approximately three (3) spaces per truck, each truck will have a minimum of 3 spaces each.

d) **Car Wash #X Facility:** A charge of (**$XX,XXX annual or $XXX.XX per month**) for the car wash facility **Car Wash #**X as shown on Exhibit C.

Rentals are payable on or before the 20th day following the end of each calendar month, throughout the term of this agreement. Concessionaire shall furnish the County a report for Concessionaire's gross revenue during the preceding calendar month, and shall simultaneously pay County the as specified percentage of gross revenue. At the close of the contract year, if the specified percentage has not been paid, the difference between what has been paid and the specified percentage shall be paid. In the event, at the close of the calendar year, the concessionaire has made annual payments in excess of the concession fees required during said calendar year, the concessionaire shall be entitled to a refund or credit towards future fees incurred in the amount of the excess. Such refund or credit shall be due to the concessionaire no later than thirty (30) days after concessionaire's written notice to the County of such excess.

All reports of gross revenue and payment of sum due shall be delivered to the Airport Manager at 5000 Jerry Ware Drive, Beaumont Texas, 77705, or the address provided in Article XXI, or via email to mlandry@co.jefferson.tx.us, or to any person or to any other place as may be hereinafter designated, in writing, by the County.

ARTICLE VI – Abatement of MAG (Minimum Annual Guarantee)

The obligation of Concessionaire to pay the MAG may be abated by the Airport in its sole discretion upon written request submitted by concessionaire to the Airport and upon written approval of the Airport Manager upon the occurrence of one of the following:

A. Decline in Passenger Count.

   The number of deplaning passengers on scheduled airline flights at the airport during any three consecutive reporting months shall be less than seventy-five percent (75%) of the number of such deplaning passengers in the same consecutive reporting months of the preceding year; or

B. Adverse Effect of Other Circumstances.
   In the event the concessionaire demonstrates to the Airport, in a manner the Airport determines in its sole discretion determines to be satisfactory, that the concessionaire's gross receipts have materially diminished through no fault of its own, during a period of at least thirty (30) consecutive days and Airport determines that the operation of concessionaire's operation at the airport has been adversely affected for such period by shortages or other disruptions in the supply of automobiles, gasoline or other goods necessary for its operations through no fault of concessionaire.

During the period of abatement, rental car companies will pay 10% of revenue earned based upon the actual activity. The abatement will cease in the first month that the number of deplaning passengers exceeds eighty (80%) of deplaning passengers for the corresponding two months of the immediate preceding contact year or of the first contract year.

ARTICLE VII - Entry by Concessionaire

Concessionaire shall keep his area in good repair and operating condition at its sole cost and expense. Title to all furniture, furnishings, removable fixtures and supplies shall at all times, during the term of this agreement, remain in Concessionaire. Upon the expiration or termination of this agreement, Concessionaire shall remove from the concession area removable property belonging to the Concessionaire within 10 days. Concessionaire shall repair all damage done to the concession area resulting from the removal of such property.

ARTICLE VIII - Service Standards

Concessionaire agrees:

a) To furnish good, prompt, and efficient service, adequate to meet all reasonable demands for automobile rental services at the airport on a fair and reasonable basis.
b) Concessionaire may install, as a facility hereunder, in the premises or at such other place as the parties may agree, a direct line telephone to the office of the nearest office of Concessionaire for the purpose of supplying automobile rental service to airport patrons during periods when other automobile rental facilities are closed.

c) Personnel performing services hereunder shall be uniformed, neat and courteous; and Concessionaire shall require its agents, servants or employees to conduct business in a business-like manner and shall not solicit business outside the space assigned except through the use of signs constructed and maintained in accordance with this agreement. Signs must be approved by Airport Director. Personnel shall park personal vehicles in the Employee Lot or the Concessionaires Lot only.
d) Concessionaire shall keep or cause to be kept true, accurate and complete records of business conduct hereunder. Concessionaire agrees that the County shall have the right through its duly appointed auditor to examine such records upon prior written notice of not less than thirty (30) business days for determining the accuracy of such reports. Concessionaire shall keep duplicate invoices of all transactions.
e) Concessionaire shall pay when due all expenses in connection with the use of the premises hereunder, including without limitation, taxes, permit fees, license fees, and assessments lawfully levied or assessed upon the premises for improvements at any time.
f) Concessionaire shall keep the premises and all furniture, fixtures, and equipment installed thereon in good order, condition, and repair, reasonable wear and tear and damage by fire and other casualty expected.
g) Concessionaire shall clearly identify assigned parking spaces as designated and must get written approval from Airport prior to any modifications or alterations at Airport.

ARTICLE IX - Prohibited Acts

Concessionaire shall not:

a) Alter, install, or change exclusive premises, in any way, without written approval from Airport Director prior to such changes;
b) commit or allow nuisance in its area or at the airport;
c) cause or permit to be caused any unusual, noxious, or objectionable smokes, gases, vapors, fumes or odors;
d) use the concession area or any part thereof for sleeping purposes;
e) interfere with the effectiveness or accessibility of utility heating, ventilating or air-conditioning systems, or interfere with the access and passage to the concession areas where the public area is adjacent thereto;
f) allow vehicles to be parked in unauthorized areas;
g) operate vehicles in excess of the posted speed limits while on Airport premises.

ARTICLE X - Non-Liability of County

The County shall not be liable for any acts or omissions of Concessionaire or an independent contractor. Nor shall the County be liable for any loss of or damage to any personal property, fixtures, or equipment of Concessionaire installed or stored at the airport.

Concessionaire covenants and agrees to hold County free and harmless from loss from each and every claim and demand of whatever nature, made on behalf of or by any third person or persons, for any wrongful act or omission on the part of the Lessee, his agents, servant, officers, directors, and employees, and from all loss and damages to any third person or persons by reason of such acts or omissions.

ARTICLE XI - Unauthorized Solicitation

County hereby agrees that it shall protect the rights granted to Concessionaire under this agreement and shall take whatever steps are lawfully allowed to prevent the solicitation or transaction of automobile rental business at the airport by any person or organization other than Concessionaire or other automobile rental concessionaire who have entered into similar agreements with this County. County will not allow a non-concessionaire to install a direct telephone line in competition with Concessionaire.

ARTICLE XII - Favorable Conditions

In the event that any contract granted by the County to any other automobile rental operator shall contain any terms and conditions more favorable to such operator than the terms and conditions herein described

(other than the number and location of allocated parking spaces and the location of the concession area, etc.), then, at the option of the Concessionaire, this agreement shall be amended to include such more favorable terms and any offsetting burdens that may be imposed on any such other Concessionaire. The intent of this provision is to ensure that Concessionaire will be able to compete on terms as equal as possible with all other automobile rental operators and to ensure that no other Concessionaire shall enjoy any rights or privileges more favorable to such Concessionaire than those enjoyed by the Concessionaire herein.

ARTICLE XIII - Insurance

Concessionaire shall obtain Commercial General Liability insurance, combined single limit, including but not limited to commercial broad form, premises-operations, products / completed operations hazard, contractual liability, broad form property damage, personal injury, and advertising injury growing out of any one accident or other cause in the minimum sum of One Million and No/100 Dollars ($1,000,000); fire legal liability in the minimum sum of One Hundred Thousand and No/100 Dollars ($100,000), and Medical Payments in the minimum sum of Five Thousand and No/100 Dollars ($5,000); Hired and Non-Owned Auto Liability in the minimum sum of Five Hundred Thousand and No/100 Dollars ($500,000); Workers compensation insurance which complies with the Texas Worker's Compensation Act; Employers Liability Insurance in the minimum sum of Five Hundred Thousand and No/100 Dollars ($500,000); and adequate Property insurance for insuring their own property and all interest in that property.

Concessionaire shall maintain the insurance with insurance underwriters authorized to do business in the State of Texas satisfactory to the County. All policies shall name County, its officer, servant, agents, and employees as additional insured. Concessionaire shall furnish County with a certificate from the insurance carrier showing such insurance to be in full force and effect or shall deposit with County copies of said policies. Each policy or certificate shall contain a provision that written notice of cancellation or any other material change in the policy by the insured shall be delivered to County, thirty (30) days in advance of the effective date thereof.

Jefferson County shall be provided a Waiver of Subrogation on workers' compensation policy.

ARTICLE XIV - Termination by County

County shall have the right upon ten (10) days prior written notice to Concessionaire to cancel this agreement in its entirety, upon or after the happening of one or more of the following events, if said event shall then be continuing.

a) Concessionaire shall voluntarily abandon and discontinue its automobile rental service at the airport for a period of thirty (30) consecutive days.

b) Concessionaire shall fail to pay the fees or other money payments required by instrument and such failure shall not be remedied within thirty (30) days following receipt by Concessionaire of written demand from County to do so.

c) Concessionaire shall default in fulfilling any of the terms, covenants or conditions to be fulfilled by it hereunder and shall fail to commence with due diligence the remedying of said default within thirty (30) days following receipt by Concessionaire of written demand from County to do so.

In the event of any such cancellation or termination of this agreement by County for any reason specified above, Concessionaire shall have ten (10) days within which to remove all trade fixtures and personal property installed in or upon the demised premises by Concessionaire.

ARTICLE XV - Termination by Concessionaire

Concessionaire shall have the right, upon written notice to County, to terminate or suspend this agreement upon the occurrence of one or more of the following events, if said event or events shall then be continuing:

a) The issuance by any court of competent jurisdiction of a permanent injunction, order, or decree preventing or restraining the use by Concessionaire of all or part thereof which may be used by Concessionaire and which is necessary for Concessionaire's operation on the airport.

b) County shall default in fulfilling of the terms, covenants or conditions to be fulfilled by it under this agreement and shall fail to cure said default within thirty (30) days following receipt of written demand from Concessionaire to do so.

c) All or a material part of the airport or airport facilities shall be destroyed by fire, explosion, earthquake, or casualty, or acts of God or the public enemy.

d) The United States Government or any of its agencies shall occupy the airport or any substantial part thereof to such an extent as to interfere materially with Concessionaire's operations for a period of thirty (30) consecutive days or more.

Upon written notice to County of termination of this agreement, Concessionaire shall have ten (10) days within which to remove all trade fixtures and personal property installed in or upon the demised premises by Concessionaire.

ARTICLE XVI - View of Concession

County will not obstruct the view of the public to Concessionaire's counter area.

ARTICLE XVII - Assignment and Subletting

It is expressly agreed and understood that no assignments or subletting of duties or rights under this agreement may be accomplished without prior written consent and approval of the County. Assignment of duties or rights without written approval and County consent will only be allowed if such assignment is to an affiliate of Concessionaire's Parent Company (operating as an affiliate at the time of this agreement).

ARTICLE XVIII - Approval

Concessionaire has examined and approved the facilities Concessionaire will occupy.

ARTICLE XIX - Laws of Texas Apply

Concession agreement and every question arising hereunder shall be constructed and determined according to the laws of Texas.

ARTICLE XX - Remedies

Remedies are non-exclusive. All remedies provided in this agreement shall be deemed cumulative and additional and not in lieu of or exclusive to each other or of any other remedy available to the parties at law or in equity.

ARTICLE XXI - Notices

Notices under this agreement shall be delivered to the Jack Brooks Regional Airport Manager at 5000 Jerry Ware Drive, Beaumont, Texas 77705 and the Concessionaire at

_____

_____

ARTICLE XXII - Force Majeure

In computing the time within which either party is obligated to cure any default as required by this agreement, there shall be excluded all delays due to strikes, lockouts, acts of God, massive civil disobedience, the public enemy or by order of direction or other interference by any municipal, state, federal or other governmental department, board or commission having jurisdiction, or other causes beyond Concessionaire's control.

ARTICLE XXIII - Waiver

Any waiver of any breach of covenants herein contained to be kept and performed by Concessionaire or County shall not be deemed or considered as a continuing waiver and shall not be operated to bar or prevent Concessionaire or County from declaring a forfeiture for any succeeding breach either of the same, or a different condition or covenant.

ARTICLE XXIV - Non-Discrimination

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

ARTICLE XXV - Affirmative Action Program

The Concessionaire assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR, Part 152, Subpart E. The Concessionaire assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Concessionaire assures that it will require that its covered sub-organizations provide assurance to the County that they similarly will undertake affirmative action programs and that they will require assurance from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

ARTICLE XXVI - Airport Concession Disadvantaged Business Enterprise (ACDBE) Requirements

Jack Brooks Regional Airport has established a current annual ACDBE goal of 0.16% ACDBE participation for this Concession Agreement.

This Concession Agreement is a revenue-producing contract awarded to Concessionaire and will result in the provision of goods and services to passengers, patrons, and tenants at the Airport.

Federal law and regulations impose ACDBE goals upon the performance of this Concession Agreement by Concessionaire, and the County and Airport encourage the Concessionaire to voluntarily strive to include significant involvement with ACDBE business enterprises in operations under this Concession Agreement.

In this agreement, ACDBE means Airport Concession Disadvantaged Business Enterprise, as defined in 49 CFR Part 23, and means a concession that is for-profit small business concern (1) that is at least fifty-one percent (51%) owned by one or more individuals who are both socially and economically disadvantaged, or in the case of a corporation, in which fifty-one percent (51%) of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. Individuals who are rebuttably presumed to be socially and economically disadvantaged include women, Black Americans, Hispanic Americans, Asian-Pacific Americans and Asian-Indian Americans.

The 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.

The County treats bidder's compliance with good faith effort requirements as a matter of responsibility.

Each Solicitation for which a concession specific goal has been established will require the concessionaires to submit the following information:

- The names and addresses of ACDBE forms or ACDBE suppliers of goods and services that will participate in the concession;
- A description of the work that each ACDBE firm will perform;
- The dollar amount of the participation of each ACDBE firm/supplier participating;
- Written and signed documentation of commitment to use an ACDBE whose participation it submits to meet a contract goal;

- Written and signed confirmation from the ACDBE that it is participating in the concession as provided in the prime concessionaire's commitment;
- If the contract goal is not met, evidence of good faith efforts;
- An annual report to be received by the Airport Concession Disadvantaged Business Enterprise Liaison Officer (ACDBELO) Megan Landry, by November 30, for the previous fiscal year ending September 30th to include the following information on all firms/suppliers participating in the concession:

Vendor Name	Vendor Mailing Address	ACDBE Certified	Total Amount Spent with Vendor
		Y or N	
		Y or N	
		Y or N	
		Y or N	

Within 20 days of being informed by the County that it is not responsible because it has not documented sufficient good faith efforts, a concessionaire may request administrative reconsideration. Concessionaire (Lessee) should make this request in writing to the following reconsideration official:

Megan Landry
Jack Brooks Regional Airport
5000 Jerry Ware Drive,
Beaumont TX, 77705
Office: 409-719-4900
MLandry@Co.Jefferson.Tx.Us

The reconsideration official will not have played any role in the original determination that the concessionaire did not document sufficient good faith efforts.

As part of this reconsideration, the concessionaire will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The concessionaire will have the opportunity to meet in person with the reconsideration official to discuss the issue of whether it met the goal or made good faith efforts to do so. The County will send the concessionaire a written decision on reconsideration, explaining the basis for the final findings. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

The County will require a concessionaire to make good faith efforts to replace an ACDBE that it terminated or has otherwise failed to complete its concession agreement, lease, or subcontract with another certified ACDBE, to the extent needed to meet the concession specific goal. We will require the concessionaire to notify the Airport Concession Disadvantaged Business Enterprise Liaison Officer (ACDBELO) immediately in writing of the ACDBEs inability or unwillingness to perform and provide reasonable documentation.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officers the day and year first above written.

LESSEE

RENTAL CAR COMPANY XYZ, LLC By: _____

LESSOR

JEFFERSON COUNTY TEXAS By: _____

Jeff Branick, County Judge

Exhibit A – Counter Location

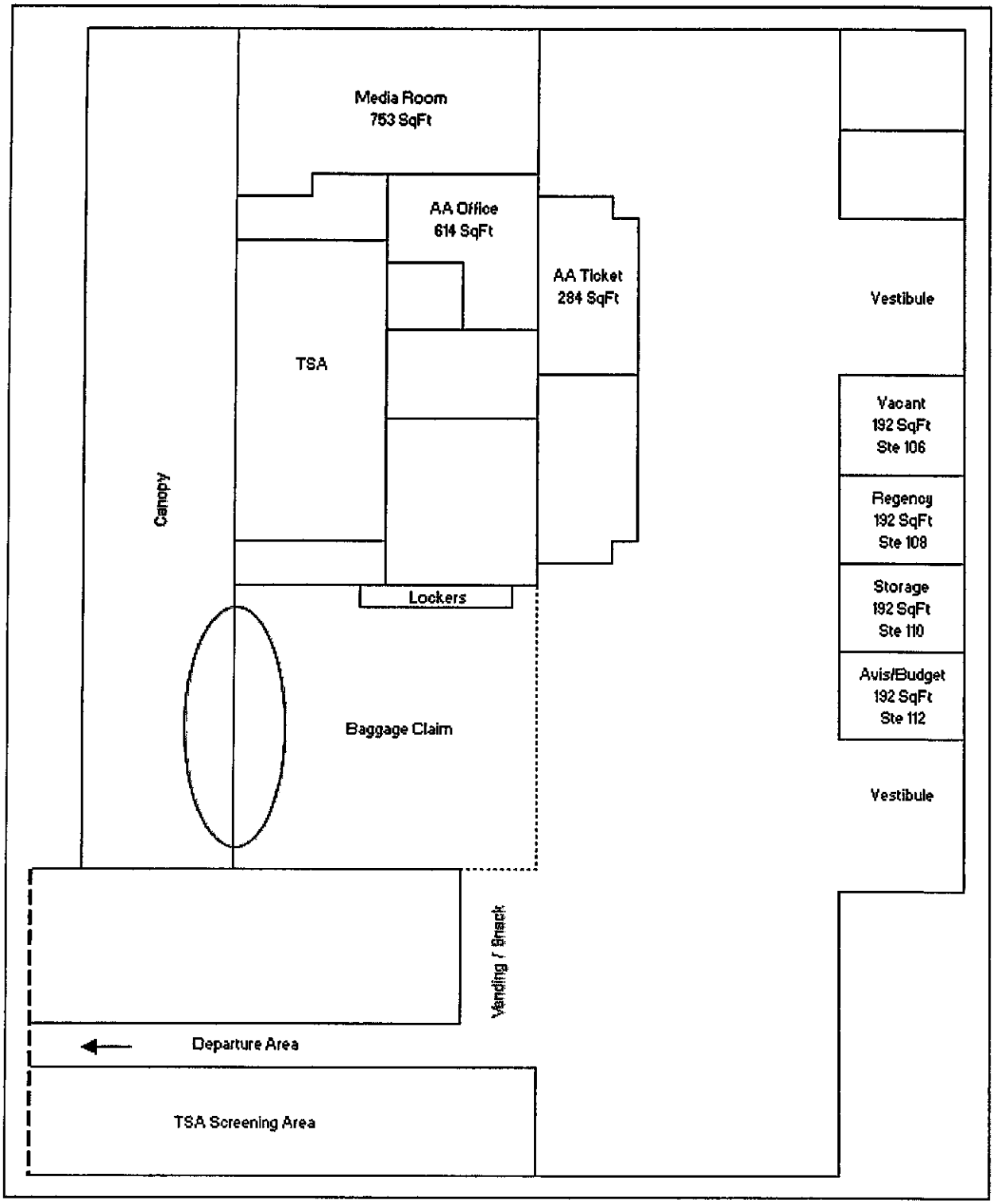


Exhibit B – Rental Car Parking Lot

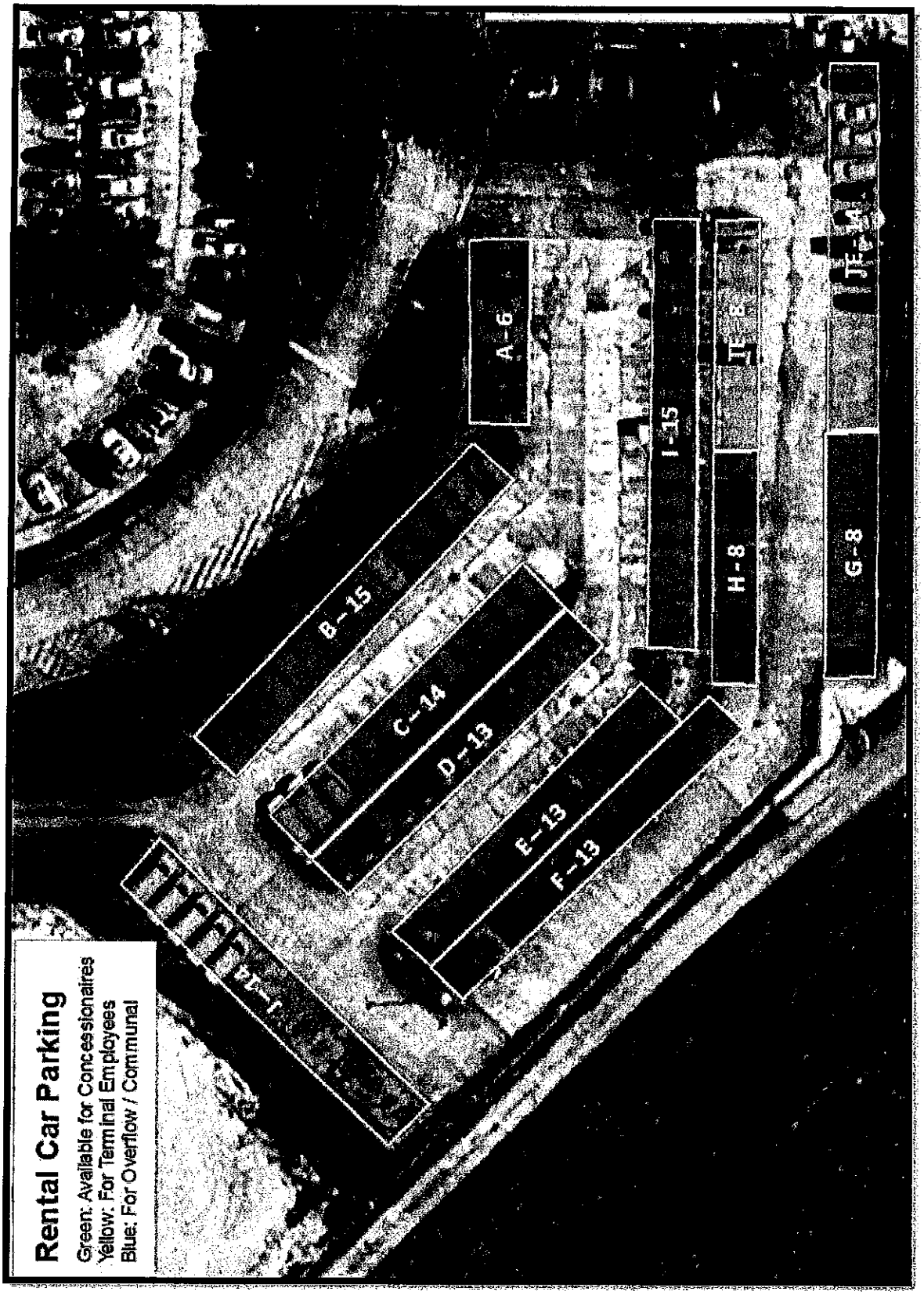


Exhibit C – Car Wash – Ready Return Area

Exhibit D – Concessionaire Bid Sheet

	Monthly Amount (MAG / 12)	Minimum Annual Guarantee (MAG)
Year 1	$ X,XXX	$ XX,XXX
Year 2	$ X,XXX	$ XX,XXX
Year 3	$ X,XXX	$ XX,XXX
Year 4	$ X,XXX	$ XX,XXX
Year 5	$ X,XXX	$ XX,XXX
Total Five Year MAG		**$ XXX,XXX.XX**

	Number of Spaces	Annual Parking (Spaces x $108)
Rental Car Parking: Number of Parking Spaces Bid: (Min 35 / Max 76)	XX	$ X,XXX
Rental Truck / Moving Truck Number of Parking Spaces Bid: (Min 3 Space per Truck)	XX	$ X,XXX

	Mark X	Annual Amount
Car Wash Area		
Car Wash Area 2	Area #X	$ XX,XXX

Annual Terminal Office/Counter	$ X,XXX
Annual Terminal Storage	$ X,XXX
TOTAL BID AMOUNT	**$ XXX,XXX**

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

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

Addendum to IFB

IFB NUMBER: **IFB 24-068/CG**

IFB TITLE: **Automobile Rental Concessions at the Jack Brooks Regional Airport**

IFB DUE BY: **11:00 am CT, Wednesday, February 19, 2025**

ADDENDUM NO.: **3**

ISSUED (DATE): **February 07, 2025**

To Bidder: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed bids to have been proffered in recognition and consideration of the entire IFB Specifications Package – *including all addenda*. For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed bid submission.** If the bid submission has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and IFB Opening Date and Time, as stated above.

Reason for Issuance of this Addendum: Vendor Questions

The information included herein is hereby incorporated into the documents of this present bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Respondent:

ATTEST:

Witness

Witness

Approved by ____ Date: _____

Authorized Signature (Respondent) JEFFREY LUNA

VICE PRESIDENT
Title of Person Signing Above

AVIS BUDGET CAR RENTAL, LLC
Typed Name of Business or Individual

379 INTERPACE PARKWAY
Address PARSIPPANY, NEW JERSEY 07054

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

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

1. **Question:** Is Avis Budget Car Rental, LLC (hereafter "ABCR") currently in arrears to Jefferson County or Jack Brooks Regional Airport (hereafter BPT) for any debt of contract, default as surety, or otherwise upon any obligation to BPT? In other words, is ABCR current on all obligations to BPT and Jefferson County?

Answer: Yes, Avis has an account balance. No they are not current on all obligations to BPT and Jefferson County.

2. **Question:** Please confirm that the public bid opening will be on the same day and time as the deadline for bid submission, February 19, 2025 at 11 AM CT.

Answer: As per the Legal Notice, "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. (11:00 AM CT, Wednesday, February 19, 2025) Bidders are invited to attend the sealed bid opening."

3. **Question:** Please confirm that the updated question answer date is Thursday February 6, 2025.

Answer: As per addendum 1, the deadline for asking questions was 5:00pm, CST, Thursday February 6, 2025.

4. **Question:** Page 42 of the IFB, section 4 – Disadvantaged Business Enterprises (DBE) Participation Goals, the actual goal is not provided. However, in the draft Concession Agreement, the proposed ACDBE goal is 0.16%, but it doesn't state whether that goal is based on gross revenues or the cost of goods and service expenses annually. Please provide the response as to what the goal is based on.

Answer: The goal is based on gross revenue.

5. **Question:** Will the Vendor Reference Form of the IFB (page 52) be required for the incumbent bidder?

Answer: Yes. All required forms should be completed.

BID FORM

	Monthly Amount (MAG / 12)	Minimum Annual Guarantee (MAG)
Year 1	$11,066.67	$132,800.00
Year 2	$11,398.67	$136,784.00
Year 3	$11,740.67	$140,888.00
Year 4	$12,092.83	$145,114.00
Year 5	$12,455.67	$149,468.00
Total Five-Year MAG		$705,054.00

	Number of Spaces	Annual Parking (Spaces x $120)
Rental Car Parking: Number of Parking Spaces Bid:	35	$4,200.00
Rental Truck / Moving Truck Number of Parking Spaces Bid: (Min 3 Space per Truck)	0	

Car Wash Area	Mark X in Desired Location	Annual Amount
Car Wash Area 1 (Min $3,000 Yr)		
Car Wash Area 2 (Min $15,600 Yr)	X	$15,600.00
Optional Terminal Storage (Ste 110) (Min $2,496 Yr)	YES	$2,496.00
TOTAL BID AMOUNT		$727,350.00

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 1/29/2025

Addendum 2 _____ Date Received 1/31/2025

Addendum 3 _____ Date Received 2/07/2025

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: Corpus Cristi International Airport

Address: 1000 International Drive, Corpus Cristi, TX 78406

Contact Person and Title: Kimberly Miller, Asst Director of Aviation, Finance & Administration

Phone: 361-826-1757 Fax:

Email Address: kimberlym@cctexas.com Contract Period: 5+ years

Scope of Work: On-Airport Car Rental Concessions

REFERENCE TWO

Government/Company Name: McAllen International Airport

Address: 2500 S. Bicentennial Blvd., Suite 100, McAllen, TX 78503

Contact Person and Title: Estela Velasquez, Assistant Director of Aviation Administration

Phone: 956-681-1527 Fax:

Email Address: evelasquez@mcallen.net Contract Period: 20+ years

Scope of Work: On-Airport Car Rental Concessions

REFERENCE THREE

Government/Company Name: Austin-Bergstrom International Airport

Address: 3600 Presidential Blvd Austin, TX 78719

Contact Person and Title: Maria 'Indy' Navarro, Contract Management Specialist

Phone: 512-530-2438 Fax:

Email Address: maria.navarro@flyaustin.com Contract Period: 20+ years

Scope of Work: On-Airport Car Rental Concessions

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.

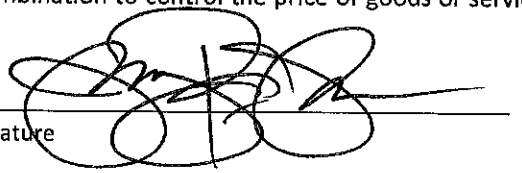
AVIS BUDGET CAR RENTAL, LLC
Bidder (Entity Name)

379 INTERPACE PARKWAY
Street & Mailing Address

PARSIPPANY NJ 07054
City, State & Zip

608-385-6549
Telephone Number

JEFFREY.LUNA@AVISBUDGET.COM
E-mail Address


Signature

JEFFREY LUNA
Print Name

02/12/2025
Date Signed

Fax Number

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

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

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

Signature of Contractor's Authorized Official

JEFFREY LUNA, VICE PRESIDENT

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

02/12/2025

Date

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

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

N/A - AVIS BUDGET CAR RENTAL, LLC does not have a relationship with a local government entity.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

Signature of vendor doing business with the governmental entity

02/12/2025

Date

Adopted 8/7/2015

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

LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of employment or other business relationship with vendor named in Item 3**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in Item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

THIS FORM IS FOR OFFICE USE ONLY

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

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

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

Did the Prime Contractor/Consultant . . .?

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

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.

JEFFREY LUNA
Printed Name of Authorized Representative

Signature

VICE PRESIDENT
Title

02/12/2025
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: AVIS BUDGET CAR RENTAL, LLC HUB: ☐ Yes ☒ No

Address: 379 INTERPACE PARKWAY PARSIPPANY NEW JERSEY 07054
Street City State Zip

Phone (with area code): 608-385-6549 Fax (with area code): _____

Project Title & No.: IFB 24-068/CG

Prime Contract Amount: $ 727,350.00 (Total bid 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: _____

ROBERT MUHS
Printed Name of Contractor Representative

Signature of Representative

02/12/2025
Date

Printed Name of HUB

Signature of Representative

Date

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

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

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 1 OF 4

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

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM

HUB Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUCONTRACTING PARTICIPATION DECLARATION FORM

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

Instructions to Bidder: Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

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

- ☐ All Subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☒ Other: not required

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM

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): _____

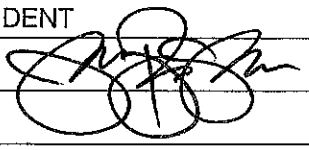
Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

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): JEFFREY LUNA

Title: VICE PRESIDENT

Signature: 

Date: 02/12/2025

E-mail address: JEFFREY.LUNA@AVISBUDGET.COM

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

Name (print or type): ROB FREY

Title: DIRECTOR, FINANCE - ACCOUNTING

Date: 02/12/2025

E-mail address: ROB.FREY@AVISBUDGET.COM

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

RESIDENCE CERTIFICATION/TAX FORM

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

(3) "Non-resident Bidder" refers to a person who is not a resident.

(4) "Resident Bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

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

☒ I certify that Avis Budget Car Rental, LLC [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is 379 INTERPACE PARKWAY PARSIPPANY, NEW JERSEY 07054 (city and state).

Taxpayer Identification Number (T.I.N.):	06-0918165
Company Name submitting bid/proposal:	AVIS BUDGET CAR RENTAL, LLC
Mailing address:	379 INTERPACE PARKWAY, PARSIPPANY, NEW JERSEY 07054
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**
NONE	

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

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

Pursuant to Section 2270.002, Texas Government Code:

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

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

Signature of Company Representative

02/12/2025

Date

On this 12 day of February, 20 25, personally appeared

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

Notary Seal

DONNA A. SHABINAW
MY COMMISSION
EXPIRES
11/25/2028
NOTARY PUBLIC
STATE OF NEW JERSEY

Notary Signature

02/12/2025

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

THIS FORM IS FOR OFFICE USE ONLY

BID AFFIDAVIT

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

STATE OF NEW JERSEY COUNTY OF MORRIS

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

on this day personally appeared JEFFREY LUNA (name), who

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

"I, JEFFREY LUNA (name) am a duly authorized officer of/agent

for AVIS BUDGET CAR RENTAL, LLC (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said AVIS BUDGET CAR RENTAL, LLC (name of firm).

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

Name and address of Bidder: AVIS BUDGET CAR RENTAL, LLC dba BUDGET & PAYLESS
379 INTERPACE PARKWAY PARSIPPANY NEW JERSEY 07054

Fax: _____ Telephone# 608-385-6549

by: JEFFREY LUNA (print name) Title: VICE PRESIDENT

Signature: _____

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

this the 12 day of FEBRUARY 2025.

Notary Public in and for
the State of NEW JERSEY

DONNA A. SHABINAW
MY COMMISSION
EXPIRES
11/25/2028
NOTARY PUBLIC
STATE OF NEW JERSEY

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

AVIS RENT A CAR SYSTEM, LLC

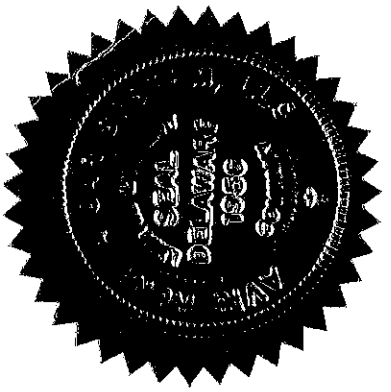
ASSISTANT SECRETARY'S CERTIFICATE

I, Paul Gallagher, am a duly elected, qualified and acting Assistant Secretary of Avis Rent a Car System, LLC, a limited liability company organized and existing in good standing under the laws of the State of Delaware (the "Company").

I HEREBY CERTIFY that Jeffrey Luna, Vice President of the Company, is duly authorized to execute on behalf of the Company, any and all airport bids, leases, concession agreements, real estate agreements and any other similar instruments which are necessary to the business operations of the Company.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, pursuant to due and lawful corporate authority, this 12th day of February 2025.

Paul Gallagher
Assistant Secretary



AVIS RENT A CAR SYSTEM, LLC

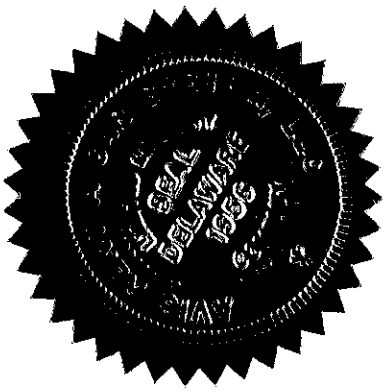
OFFICER'S CERTIFICATE

I, Robert E. Muhs, am a duly elected, qualified and acting Vice President and Assistant Secretary of Avis Rent a Car System, LLC, a limited liability company organized and existing in good standing under the laws of the State of Delaware (the "Company").

I HEREBY CERTIFY that Paul Gallagher, Assistant Secretary of the Company, is duly authorized to execute on behalf of the Company, any and all airport bids, leases, concession agreements, real estate agreements and any other similar instruments which are necessary to the business operations of the Company.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Vice President and Assistant Secretary, pursuant to due and lawful corporate authority, this 14th day of February 2025.

Robert E. Muhs
Vice President and Assistant Secretary



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st 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, 1st Floor** **Beaumont, Texas 77701**

There will be a **Non-Mandatory Pre-Bid Conference and Walk-Through at 2:00 PM, CT on Tuesday, January 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. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: 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 Clark

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-DETERIMINATION.

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 a 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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT #6
ACDBE SAMPLE FORM

Forms 1 & 2 for Demonstration of Good Faith Efforts

FORM 1: AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid/proposal specification in the following manner (please check the appropriate space):

__X__ The bidder/offeror is committed to a minimum of __.16__ % ACDBE utilization on this contract.

_____ The bidder/offeror (if unable to meet the ACDBE goal of ____%) is committed to a minimum of ____% ACDBE utilization on this contract and submitted documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: AVIS RENT A CAR SYSTEM, LLC

State Registration No. 800610482

By Sydney Peruzzato (Signature) Supplier Diversity & Procurement Analyst Title

FORM 2: LETTER OF INTENT

Name of bidder/offeror's firm: AVIS RENT A CAR SYSTEM, LLC

Address: 379 Interpace Parkway

City: Parsippany State: NJ Zip: 07054

Name of ACDBE firm: Leslie Saunders Insurance Agency, Inc.

Address: 4584 N. Rancho Dr.

City: Las Vegas State: NV Zip: 89130

Telephone: 702-646-2082

Description of work to be performed by ACDBE firm:

Insurance, these activities include procurement of carriers and training of our counter personnel on the products we offer customers through close coordination with the corporate insurance group.

The bidder/offeror is committed to utilizing the above-named ACDBE firm for the work described above. The estimated dollar value of this work is $ 2,075.

Affirmation

The above-named ACDBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By _____ CEO
(Signature) (Title)

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each ACDBE subcontractor.)

avis budget group

STRATEGIC BUSINESS & DIVERSITY RELATIONS

ACDBE/DBE PARTICIPATION

Jack Brooks Regional Airport (BPT)

Avis Budget Group (ABG), with respect to Jack Brooks Regional Airport (BPT) has actively engaged in outreach efforts to promote ACDBE (Airport Concession Disadvantaged Business Enterprise) participation. ABG is currently using the firm Leslie Saunders Insurance Agency to satisfy ACDBE efforts at all other airports we currently operate at. At the award of this bid, Leslie Saunders will be used to satisfy any ACDBE goal set forth by the airport. Other ACDBE's will be sought out as needed and promoted throughout the airport at the award of a successful bid.

Our Supplier Diversity team is also working closely with procurement managers to identify and recruit more ACDBE and DBE (Disadvantaged Business Enterprise) suppliers. We have collaborated with the fuel procurement manager to include ACDBE suppliers in Requests for Proposals (RFPs) for all locations and have asked other category managers to include any identified ACDBE suppliers when we send out the RFPs in the event of a successful bid.

ABG has consistently placed supplier diversity at the forefront of its priorities, striving to align with the airport's ACDBE goals at every location. The narrative above illustrates our commitment and the steps taken to support BPT airport in achieving its ACDBE objectives.

Furthermore, ABG participated in the Airport Minority Advisory Council (AMAC) event on 5/7/2024, known as the 2024 Car Rental Outreach Day. This event allowed us to expand our resources and conduct market research to identify available ACDBEs in the state of Texas. Jim Akers, Vice President of Global Procurement, and Izzy Martins, EVP of Americas, participated in a panel to provide insights into ABG's business operations and how to connect with our procurement team, offering ACDBEs a direct line of communication. We will prioritize any firms that have expressed interest in servicing BPT.

Avis Budget Group is a member of the National Billion Dollar Roundtable (BDR). The BDR is an exclusive organization, comprising about 40 members, for companies that annually spend at least one billion U.S. dollars with diverse-owned suppliers, including minority and women-owned businesses. Avis Budget Group is the only company in the travel industry that has membership in the BDR. This membership reflects our commitment to supplier diversity, encouragement of inclusive business practices, and collaboration among the BDR member companies.

Notably, Avis Budget Group Inc. recently received the prestigious 2023 Best of the Decade 100 award from Women's Business Enterprise (WE USA) and Minority Business News (MBN USA). This award highlights Avis Budget Group Inc.'s outstanding

avis budget group

STRATEGIC BUSINESS & DIVERSITY RELATIONS

dedication to promoting diversity and inclusion within the supply chain. The Best of the Decade 100 distinction is reserved for companies that excel in supporting minority business development and innovation through their supplier diversity programs.

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 (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 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where Contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 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	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." 41 CFR 60-1.4 Equal opportunity clause. (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: 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: 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:	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

	Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States. The [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. 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. 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.	
>$2,000	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions	2 CFR 200 APPENDIX II (D)

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

>$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
>$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.216.	2 CFR 200 APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 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 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.	2 CFR 200.323
>$100,000	*§135.38 Section 3 clause* *All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):* 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. 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.	

	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. 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. 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. 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. 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).	
None	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: Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered	2 CFR 200.216

	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 Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (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). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (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. (b) In implementing the prohibition under Public Law 115-232, 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. (c) See Public Law 115-232, section 889 for additional information. (d) See also § 200.471.	
None	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: (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. (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.	2 CFR 200.322(a)(b)(1)(2)
None	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.	2 CFR 200.112

None	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.	2 CFR 200.336
None	Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (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.	2 CFR 200.321
None	Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.	2 CFR 200.334

	(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. (e) Records for program income transactions after the period of performance. In some cases, 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. (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). (1) *If submitted for negotiation.* If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. (2) *If not submitted for negotiation.* If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the 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.	
None	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, **Respondent** 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.	Texas Government Code 2252.152
>$100,000	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: (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (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:	Texas Government Code 2271.002

	(1) does not boycott Israel; and (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.	
Option Contract Language for contracts awarded prior to Grant 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:

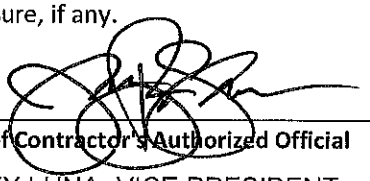
1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection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

JEFFREY LUNA, VICE PRESIDENT

Name and Title of Contractor's Authorized Official

02/12/2025

Date

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

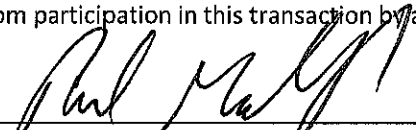
DEBARMENT/SUSPENSION CERTIFICATION

Non-Federal entities and Contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

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

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

The Contractor Avis Rent A Car System, LLC 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

PAUL GALLAGHER, ASSISTANT SECRETARY

Name and Title of Contractor's Authorized Official

02/12/2025

Date

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

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

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

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

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

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

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

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

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

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

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

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

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

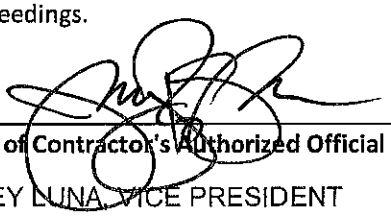
CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

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

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

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

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



Signature of Contractor's Authorized Official

JEFFREY LUNA, VICE PRESIDENT

Name and Title of Contractor's Authorized Official

02/12/2025

Date

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

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

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, 1st 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 of 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. If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at 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.

SAM.GOV®

AVIS RENT A CAR SYSTEM, LLC

Entity ID	CAGE / NCAGE	Purpose of Registration
ZAL6KMAYEGG3	**1J9S1**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Jan 27, 2026**	
Physical Address	Mailing Address	
379 Interpace PKWY	**379 Interpace PKWY**	
Parsippany, New Jersey 07054-1131	**Parsippany, New Jersey 07054-1131**	
United States	**United States**	

Doing Business as	Division Name	Division Number
AVIS RENT-A-CAR SYSTEM	**Avis Rent A Car System, Inc.**	**(blank)**
Congressional District	State / Country of Incorporation	URL
New Jersey 11	**Delaware / United States**	**avis.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Jan 28, 2025	**Jan 27, 2025**	**Mar 5, 2002**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Sep 1, 1946	**Dec 31**

Immediate Owner

	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

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

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Active Exclusions Records?

No

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

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	**Business or Organization**	**(blank)**

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

Accepts Credit Card Payments	Debt Subject To Offset
No	**No**

EFT Indicator	CAGE Code
0000	**1J9S1**

Electronic Business

Tina Goldenberg, Sr Dir Accounting
379 Interpace Parkway
Parsippany, New Jersey 07054
United States

Sandro DiCastro, Manager Government
8600 Hanger BLVD
Orlando, Florida 32827
United States

Government Business

Sandro DiCastro, Manager Government Accounts
8600 Hangar BLVD
Orlando, Florida 32827
United States

Rita Schols-Deen
379 Interpace Parkway
Parsippany, New Jersey 07054
United States

Performance

Lauren McKenzie, Collections Coordinator
300 Centre Point
Virginia Beach, Virginia 23456
United States

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**532111**	**Passenger Car Rental**
	532112	**Passenger Car Leasing**

This entity does not appear in the disaster response registry.

5. FORM 1295 (Texas Ethics Commission) SUBMISSSION 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

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. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	OFFICE USE ONLY
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. VENDOR:ENTER YOUR BUSINESS NAME, CITY, STATE, AND COUNTRY HERE	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. JEFFERSON COUNTY, TEXAS	

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.

VENDOR: ENTER BID/PROPOSAL/CONTRACT/AGREEMENT REF# AND TITLE HERE

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIES.		X	
VENDOR: WORKERS (OR NON-OWNERS) IN YOUR COMPANY ARE INTERMEDIARY PARTIES.			X

5 Check only if there is NO Interested Party. CHECK BELOW IF APPLICABLE ☐

6 UNSWORN DECLARATION VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION.

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

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

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

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.

Must file online at www.ethics.state.tx.us/File

BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1268741

Date Filed:
02/12/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Avis Rent A Car System, LLC
Parsippany, NJ United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
IFB 24-068/CG
Automobile Rental Concessions for Jack Brooks Regional Airport

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Calabria, David T.	Parsippany, NJ United States	X	
Ferraro, Joseph	Parsippany, NJ United States	X	
Martins, Izilda P.	Parsippany, NJ United States	X	
Avis Budget Holdings, LLC	PParsippany, NJ United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is JEFFREY LUNA, and my date of birth is 08 JL 10/18/1982.

My address is 9 PINEVIEW LANE (street), BOONTON (city), NJ (state), 07005 (zip code), USA (country).

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

Executed in MORRIS County, State of NEW JERSEY, on the 12 day of FEBRUARY (month) 20 25 (year).

Signature of authorized agent of contracting business entity
(Declarant)

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, 7th 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:

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

Property Insurance (policy below that is applicable to this project):
Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (See Section 9 Below)

11. WORKERS' COMPENSATION INSURANCE

11.1 Definitions:

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

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

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

11.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

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

11.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

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

11.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

11.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

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

11.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

11.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

11.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

11.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

11.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

11.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

11.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

11.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

11.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

11.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

11.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

11.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs **11.1. – 11.7.**, with the certificates of coverage to be provided to the person for whom they are providing services.

11.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

11.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

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

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

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 02/12/2025

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

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

PRODUCER	CONTACT NAME:	
Aon Risk Services, Inc of Florida 701 Brickell Avenue Suite 3200 Miami FL 33131 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Continental Casualty Company	20443
INSURER B:	The Continental Insurance Company	35289
INSURER C:	Transportation Insurance Co.	20494
INSURER D:	ACE Property & Casualty Insurance Co.	20699
INSURER E:	American Casualty Co. of Reading PA	20427
INSURER F:		

INSURED
Avis Budget Group, Inc.; Avis Budget Car Rental, LLC, its subsidiaries including Avis Rent A Car System, LLC, Budget Rent A Car System, Inc.and Budget Truck Rental, LLC. 379 Interpace Parkway Parsippany NJ 07054 USA

COVERAGES **CERTIFICATE NUMBER:** 570110858165 **REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			9001603190	07/01/2024	07/01/2025	EACH OCCURRENCE	$3,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	X Garage Liability						MED EXP (Any one person)	Excluded
							PERSONAL & ADV INJURY	$3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$25,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:							
A	AUTOMOBILE LIABILITY			BUA 7001700830	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
A				BUA 2083558793	07/01/2024	07/01/2025	BODILY INJURY (Per person)	
	X ANY AUTO			Self Insured			BODILY INJURY (Per accident)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY							
	X Garage Keepers Liabili							
D	X UMBRELLA LIAB X OCCUR			XEUG28130168009	07/01/2024	07/01/2025	EACH OCCURRENCE	$4,000,000
	EXCESS LIAB CLAIMS-MADE			SIR applies per policy terms & conditions			AGGREGATE	$4,000,000
	DED X RETENTION							
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC4014106301	07/01/2024	07/01/2025	X PER STATUTE OTH-ER	
B	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) Y/N: Y	N/A		WC4014106346	07/01/2024	07/01/2025	E.L. EACH ACCIDENT	$1,000,000
C	If yes, describe under DESCRIPTION OF OPERATIONS below			WC4014106265	07/01/2024	07/01/2025	E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000

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

See Attached. RE: Jacks Brooks Regional Airport, Beaumont, Texas. Jefferson County is Included as Additional Insured to the General Liability policy and General Liability, Automobile Liability and Umbrella Liability policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents With Respect to their Interest in the Lease Contract Agreement.

CERTIFICATE HOLDER

Jacks Brooks Regional Airport
Jefferson County Purchasing Department
Attn: Contract Specialist
1149 Pearl Street, 1st Floor
Beaumont TX 77701 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Inc of Florida

Holder Identifier : 1167

Certificate No : 570110858165

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AGENCY CUSTOMER ID: 570000090178

LOC #:

ACORD

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services, Inc of Florida	Avis Budget Group, Inc.; Avis Budget
POLICY NUMBER	
See Certificate Number: 570110858165	
CARRIER / NAIC CODE	EFFECTIVE DATE:
See Certificate Number: 570110858165	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

THIS CERTIFICATE OF INSURANCE (COI) RELATES TO A POLICY (POLICIES) ISSUED TO THE INCLUDED INSURED AND IS INTENDED TO DEMONSTRATE COVERAGE AS PROVIDED SOLELY TO THE INCLUDED INSURED AND IS FOR INFORMATIONAL PURPOSES ONLY. THE CERTIFICATE HOLDER LISTED ON THIS COI MAY BE INCLUDED AS AN ADDITIONAL INSURED UNDER SUCH POLICY (POLICIES) ONLY TO THE LIMIT THAT SUCH CERTIFICATE HOLDER'S INTEREST APPEARS ONLY IF SUCH INCLUSION IS REQUIRED IN WRITING SPECIFICALLY AND EXPRESSLY STATING THAT SUCH CERTIFICATE HOLDER BE INCLUDED AS AN ADDITIONAL INSURED UNDER SUCH POLICY (POLICIES). UMBRELLA COVERAGE MAY BE SUBJECT TO DEDUCTIBLE AND/OR SELF INSURANCE.

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ACORD

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 02/13/2025

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

AGENCY Aon Risk Services, Inc of Florida 701 Brickell Avenue Suite 3200 Miami FL 33131 USA	PHONE (A/C, NO, Ext): (866) 283-7122 COMPANY The Hartford Steam Boiler Inspection and Ironshore Specialty Insurance Company
FAX (A/C No): (800) 363-0105 E-MAIL ADDRESS:	
CODE: SUB CODE: AGENCY CUSTOMER ID #: 570000090178	
INSURED Avis Budget Group, Inc.; Avis Budget Car Rental, LLC, its subsidiaries including Avis Rent A Car System, LLC, Budget Rent A Car System, Inc.and Budget Truck Rental, LLC. 379 Interpace Parkway Parsippany NJ 07054 USA	LOAN NUMBER POLICY NUMBER: See Attached Addendum EFFECTIVE DATE: 07/01/2024 EXPIRATION DATE: 07/01/2025 ☐ CONTINUED UNTIL TERMINATED IF CHECKED THIS REPLACES PRIOR EVIDENCE DATED:

Holder Identifier : 32576510

Certificate No : 570110866069

PROPERTY INFORMATION

LOCATION/DESCRIPTION

RE: Jacks Brooks Regional Airport, Beaumont, Texas.

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

COVERAGE INFORMATION PERILS INSURED ☐ BASIC ☐ BROAD ☐ SPECIAL ☒ ALL RISK - subject to exclusions

COVERAGES/PERILS/FORMS		AMOUNT OF INSURANCE	DEDUCTIBLE
Commercial Property Coverage	(See REMARKS for additional coverages)	$ 10,000,000	$ 500,000
Equipment Breakdown	Includes Boiler & Machinery	$ 1,000,000	$ 5,000

REMARKS (Including Special Conditions)

All Risks Commercial Property includes Real & Personal Property & Improvements & Betterments & Business Interruption. 100% Replacement Cost. Evidence of coverage.

CANCELLATION

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

ADDITIONAL INTEREST

NAME AND ADDRESS

Jacks Brooks Regional Airport
Jefferson County Purchasing Department
Attn: Contract Specialist
1149 Pearl Street, 1st Floor
Beaumont TX 77701 USA

☐ ADDITIONAL INSURED ☐ LENDER'S LOSS PAYABLE ☐ LOSS PAYEE
☐ MORTGAGEE

LOAN #

AUTHORIZED REPRESENTATIVE: Aon Risk Services Inc of Florida

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AGENCY CUSTOMER ID: 570000090178

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY	NAMED INSURED
Aon Risk Services, Inc of Florida	Avis Budget Group, Inc.; Avis Budget
POLICY NUMBER: See Certificate Number: 570110866069	
CARRIER: See Certificate Number: 570110866069 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 27 FORM TITLE: Evidence of Property Insurance

Property Carrier Participation

All Policies Effective July 1, 2024 - Expiration July 1, 2025

Ironshore Specialty Insurance Company - #100041270205
12.5% P/O $35M XS $5M

Starr Surplus Lines Insurance Company - #SLSTPTY12126124
14% P/O $35M XS $5M

CNA - Columbia Casualty Company - #RMP7016812395
4% P/O $15M XS $5M

Canopius Insurance Services - Lloyds 4444 #B72194DAA
4% P/O $15M XS $5M

Lloyd's Syndicate No. 4444 CNP; Lloyd's Syndicate No. 1886 QBE; Lloyd's Syndicate No. 1969 APL, Ki Digital Services Limited KII 1618; Unicorn Underwriting Limited on behalf of Ki Digital Services Limited (KI 9029); Lloyd's Syndicate 1856 IQU - #PTNAM2413191
40% P/O $15M XS $5M

Lloyd's Syndicate 0033 HIS; Lloyd's Syndicate No. 1183 TAL; Lloyd's Syndicate No. 1686 AXS; - #PTNAM2401464
15% P/O $15M XS $5M

Landmark American Insurance Company - #LHD944459
4% P/O $35M XS $5M

Mitsui Sumitomo Insurance Company of America - #CIM4112530
25% P/O $20M XS $15M

Lloyd's Syndicate No. 2003 AXL; Tokio Marine Kiln: Lloyd's Syndicate No. 0510 KLN(80%), Lloyd's Underwriter; Syndicate No. 1880 TMK(20%); Unicorn WWP Limited binding on behalf of Aviva Insurance Limited; Lloyd's Syndicate No. AFB 2623 72% AFB 623 28%) - #PTNAM2413192
42% P/O $20M XS $15M

Lloyd's Syndicate 0033 HIS; Lloyd's Syndicate 1183 TAL; Unicorn Underwriting Limited on behalf of: Ki Digital Services Limited (KI 9029) & PartnerRe 2024; SCOR Syndicate 2015 CHN; Lloyd's Syndicate No. AFB 2623 72% AFB 623 28% - #PTNAM2413221
50% P/O $10M XS $35M

Below 2 policies are placed through Aon Bermuda
(Aon) Commercial Risk (U.S) is authorized to generate and distribute certificates in an administrative capacity as evidence of insurance on behalf of Aon Bermuda.

Allied World Assurance Company, Ltd. (Bermuda) #P018324012
4% P/O $15M XS $5M

Everen Specialty LTD. (Bermuda) #P1039640724
2.5% P/O $35M XS $5M

Equipment Breakdown - Includes Boiler & Machinery
The Hartford Steam Boiler Inspection and Insurance Company - #FBP6270371

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BIDDER INFORMATION FORM

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

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

Bidder's Company/Business Name: AVIS RENT A CAR SYSTEM, LLC dba AVIS

Bidder's TAX ID Number: 06-0918165

***If Applicable*:** **HUB Vendor No.** N/A **DBE Vendor No.** N/A

Contact Person: JEFFREY LUNA **Title:** VICE PRESIDENT

Phone Number (with area code): 608-385-6549

Alternate Phone Number if available (with area code): 973-496-3366

Fax Number (with area code):

Email Address: JEFFREY.LUNA@AVISBUDGET.COM

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

379 INTERPACE PARKWAY
Address

PARSIPPANY, NEW JERSEY 07054
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. 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.

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 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 . 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.

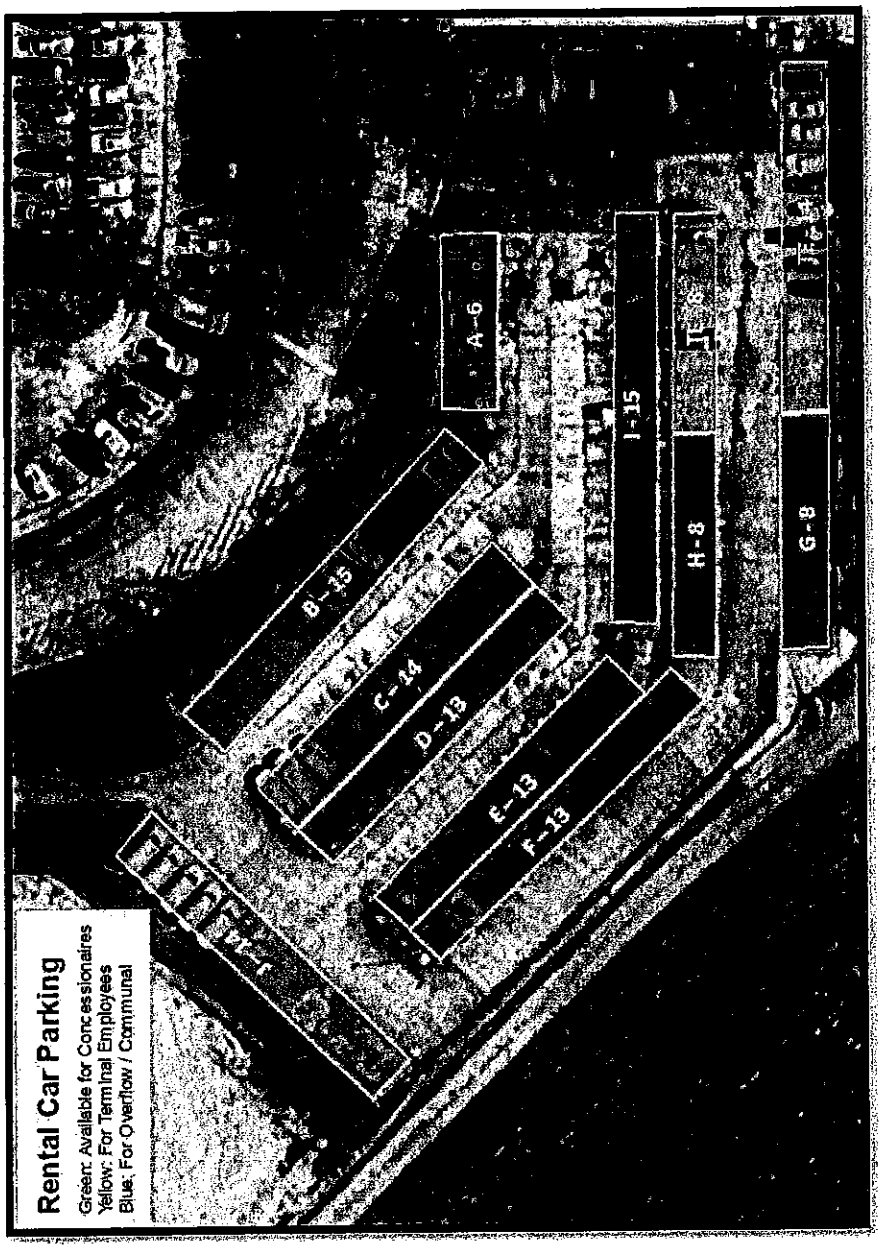
The successful bidder who is not currently operating at the Airport will be required, in a separate or in the attached lease agreement, to install its own facilities, including counter inserts, signage, and cleaning equipment.

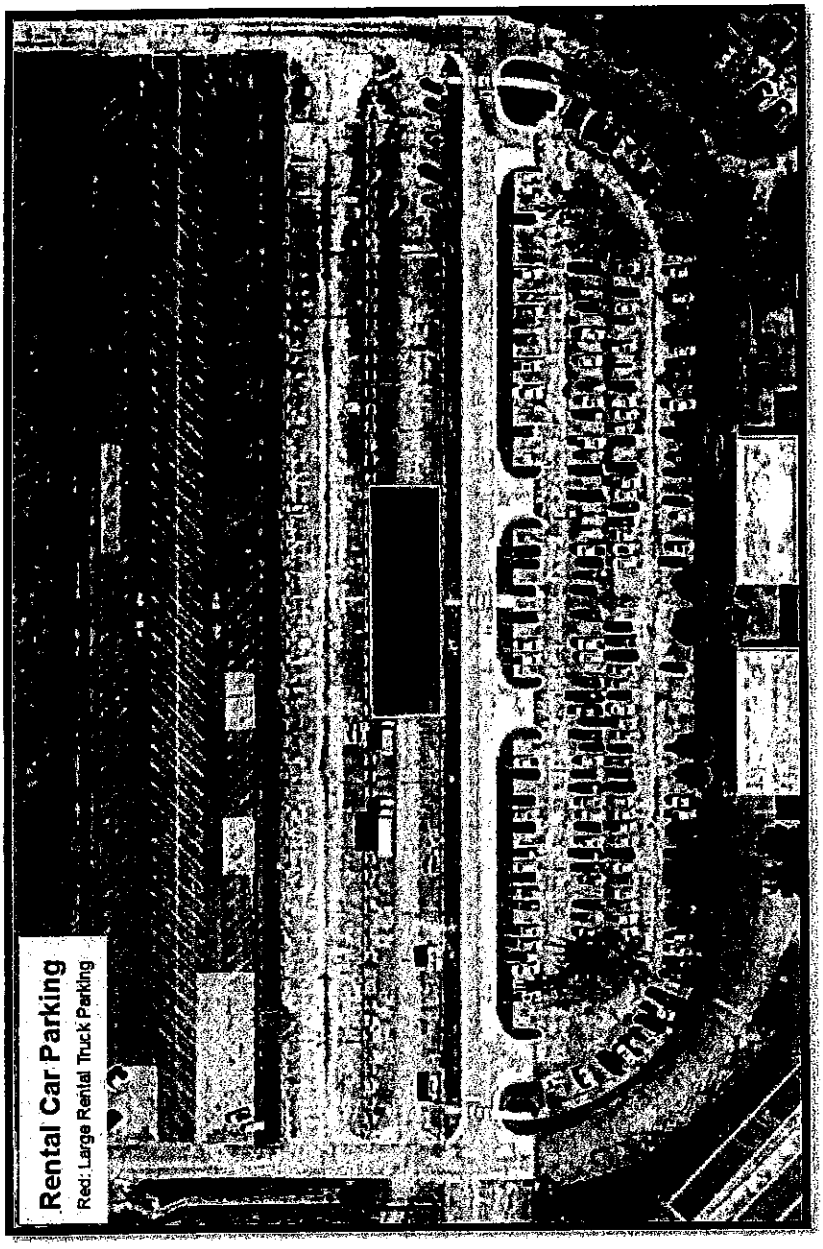
The unsuccessful bidder will not be required to sell its property to the successful bidder and the County will not be involved in any negotiations between the successful bidder and the unsuccessful bidder.

Disadvantaged Business Enterprises (DBE) Participation Goals

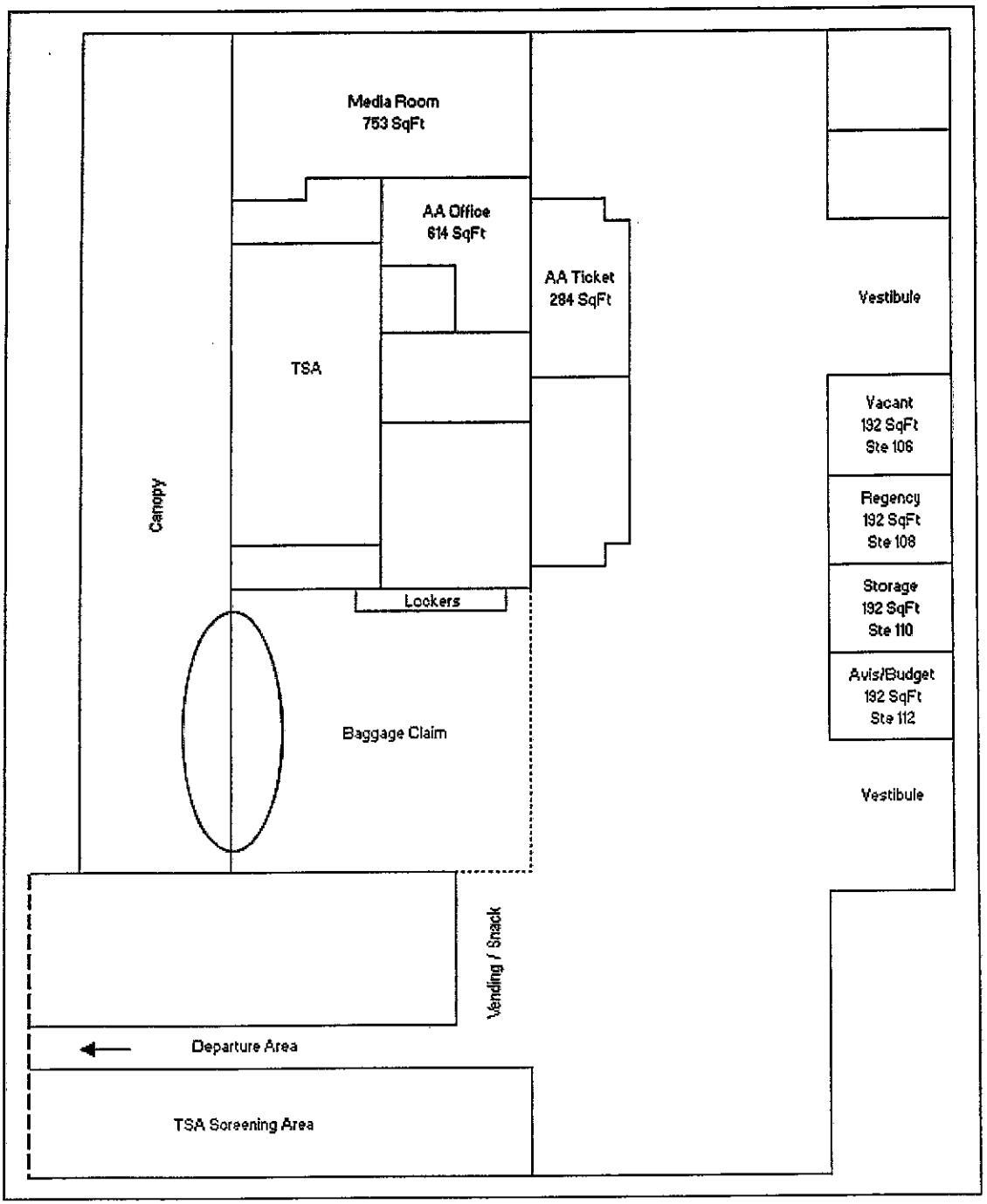
It is the policy of the County to require the inclusion of firms owned and controlled by minorities or women in contract awards and projects whenever feasible. This policy is consistent with the administrative mandate set out by the United States Department of Transportation in Part 26 Code of Federal 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.

Parking Diagrams

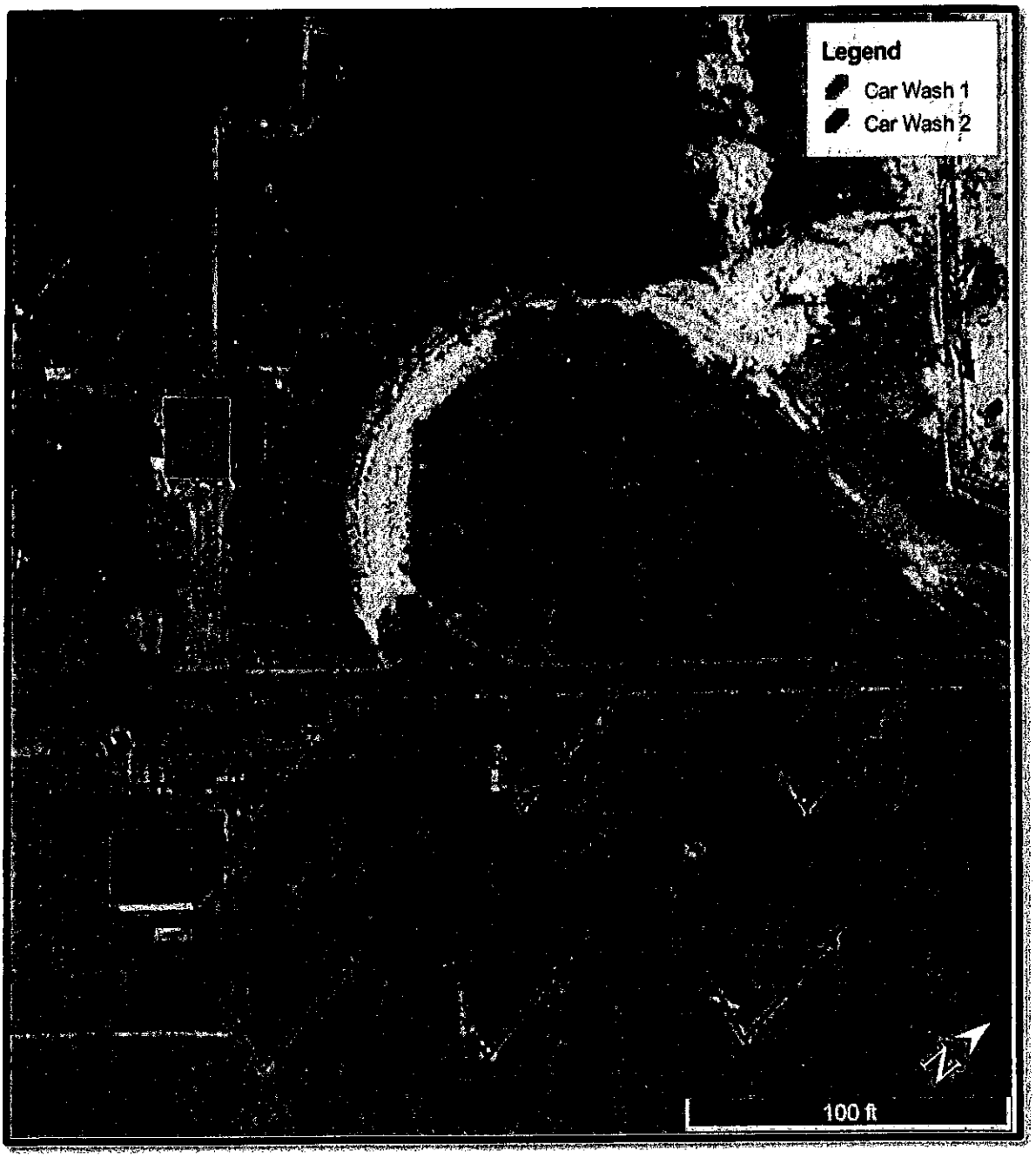



Rental Car Parking
Red: Large Rental Truck Parking

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): 1, 2, 3, _____.

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

AVIS RENT A CAR SYSTEM, LLC
Company Name

379 INTERPACE PARKWAY
Address

PARSIPPANY, NEW JERSEY 07054
City State Zip

Signature of Person Authorized to Sign

JEFFREY LUNA
Printed Name

VICE PRESIDENT
Title

For clarification of this offer, contact:

JEFFREY LUNA, VICE PRESIDENT
Name & Title

608-385-6549
Phone Fax

JEFFREY.LUNA@AVISBUDGET.COM
E-mail

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

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: 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.

JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT

1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593 phone

ADDENDUM TO IFB

IFB Number:	IFB 24-068/CG
IFB Title:	Automobile Rental Concessions at the Jack Brooks Regional Airport
IFB Due:	**11:00 am CT, Wednesday, February 19, 2025**
Addendum No.:	1
Issued (Date):	January 29, 2025

TO BIDDER: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB package – **including all addenda.** For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed proposal.** If the Proposal has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and Opening Date and Time, as stated above.

Reason for Issuance of this addendum: Change due date for written questions to 5:00 pm, CST, Thursday, February 06, 2025.

The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Bidder:

ATTEST:

Witness

Witness

Approved by ____ Date: _____

Authorized Signature (Bidder) JEFFREY LUNA

VICE PRESIDENT
Title of Person Signing Above

AVIS RENT A CAR SYSTEM, LLC
Typed Name of Business or Individual

379 INTERPACE PARKWAY
Address PARSIPPANY, NEW JERSEY 07054

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

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

Addendum to IFB

IFB NUMBER: **IFB 24-068/CG**

IFB TITLE: **Automobile Rental Concessions at the Jack Brooks Regional Airport**

IFB DUE BY: **11:00 am CT, Wednesday, February 19, 2025**

ADDENDUM NO.: **2**

ISSUED (DATE): **January 31, 2025**

To Bidder: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed bids to have been proffered in recognition and consideration of the entire IFB Specifications Package – *including all addenda*. For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed bid submission.** If the bid submission has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and IFB Opening Date and Time, as stated above.

Reason for Issuance of this Addendum: Vendor Questions and additional information

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The information included herein is hereby incorporated into the documents of this present bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Respondent:

ATTEST:

Witness

Witness

Approved by ____ Date: _____

Authorized Signature (Respondent) JEFFREY LUNA

VICE PRESIDENT
Title of Person Signing Above

AVIS RENT A CAR SYSTEM, LLC
Typed Name of Business or Individual

379 INTERPACE PARKWAY,
Address PARSIPPANY, NJ 07054

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent
1149 Pearl Street
1st Floor, Beaumont, TX 77701
OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

1. **Question:** Please provide the proposed concession agreement.

Answer: A copy of the concession agreement is included in Attachment A

2. **Question:** Please provide the last 5 years' rental car gross revenues at County by brand.

Answer:

FY2021=	2,519,398
FY2022=	3,001,667
FY2023=	2,835,949
FY2024=	3,117,866

3. **Question:** What is the anticipated passenger growth for the next 5 years at County.

Answer: Based on a recent Master Plan, the projected enplanement growth for BPT is 2.7% per year.

4. **Question:** Does County have any formal written agreements with any off-airport operators? If so, what are the terms of that agreement – i.e. what is the arrangement for pick-up and drop-off of customers; what are the fees that operators pay to County?

Answer: No

5. **Question:** In recent years, there have been several companies that have been interested in providing car sharing services on-airport, whether they are actual car sharing companies or a branded service that rental car companies offer. These car sharing companies/services have membership fees. If County intends to allow car sharing anywhere on airport property (whether offering limited parking spaces on-airport, curbside pick-up, etc.), please confirm that the County is collecting a portion of these membership fees along with the off-airport revenue percentage fee.

Answer:

a. Currently, the County has no contractual agreements with car-sharing services on the airport. After conducting some research, we determined that there is a limited number of car-sharing services conducted on airport premises serving travelers.

i. The Airport will begin to develop and implement contractual agreements with car-sharing services so they will not have an economic advantage over existing and on-site car rental companies.

b. Currently, the County has no contractual agreements with off-airport car rental companies that rent cars to airport patrons. After conducting some research, we determined that there is an annual average of 1 car-per-day rented to the FBOs (airport FBO and private FBO), with approx. 85% of the rentals coming from Avis, and 15% from Enterprise.

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent
1149 Pearl Street
1st Floor, Beaumont, TX 77701
OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

ii. The Airport will develop and implement contractual agreements with off-airport car rental companies that rent to customers at the airport so they will not have an economic advantage over existing and on-site rental companies, however we will limit their services to the FBOs only and not service any Terminal customers.

6. **Question:** Is this rental car concession opportunity inclusive of FBO operations? (If so, please confirm that only successful bidders will be authorized to provide FBO service during the new term.)

Answer: See Question and Answer #5

7. **Question:** Please confirm that if you accept fewer than 2 bids, that no additional rental car concessionaire will be added during the term of the agreement, other than those companies that are successful in this IFB process. Any RAC interested in operating at the County should not be able to NOT respond now, wait until it sees which companies bid and what MAGs are bid, and then enter into a contract at the minimum. This undermines the bidding process.

Answer: After initial award under this IFB, an additional contract will not be awarded under this same IFB.

8. **Question:** Please confirm that no additional brand can be added to any bidder's concession agreement during the term of the agreement and that operator may only operate the brand or brands that it specified in its bid.

Answer: See Other Proposer Criteria section on page 42.

9. **Question:** Most airports require an online or email submission. We request that you require only an email or online submission, rather than physical copies. This saves both time and, from a sustainability perspective, resources. If you do require a hard copy, then we request that you require only one (1) hard copy original.

Answer: Hard copies are required. Email submissions are not accepted. See Section 3- Special Requirements/Bid Submission Instructions on page 28.

10. **Question:** Please allow ample time between the time issues questions and answers/final addenda and the time bids are due. It should be no less than 3 weeks. However, if we have the ability to submit our bids online or by email, that timeframe could be shortened.

Answer: We will not be extending the due date at this time. See Section 1: General Conditions of Bidding and Terms of Contract on page 2.

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

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

11. **Question:** Please confirm that all the terms and conditions specified in the IFB and any/all issued addenda will be incorporated and made a part of the concession agreement. Please add language to the IFB and to the Concession Agreement which states: "The Invitation for Bids, including all issued addenda and questions and answers, are hereby incorporated into and made a part of the Concession Agreement."

Answer: Yes, see language in attached Concession Agreement and the Addendum.

12. **Question:** There are several sections of the General Conditions of Bidding that seem to be inapplicable to a rental car concession. For example, section 2.15 asking for "data sheets", section 4.3 regarding price re-determination, section 7 (5th para) regarding award being based on lowest bid. Will County confirm these are not applicable to this bid?

Answer: These are general conditions of bidding in Jefferson County. You must comply with conditions applicable to this contract. MSDS sheets in Section 1 #2.15 are not applicable to this contract. Price Re-Determination in Section 1 #4.3 is not applicable to this contract. Section 1 #7. Award paragraph 5 on page 9 is a general requirement only and is not applicable. See Section 4: Minimum Specifications on pg 39. The first sentence advises: "The following requirements and specifications supersede General Bid Requirements where applicable." Basis of award can be found on page 41-42 of Section 4.

13. **Question:** Section 1.15 (pg 3) – Issuing addenda only 48 hours prior to the due date is not feasible. Our bid would have already been completed, signed and shipped at least 4 days prior to the due date. As previously mentioned, addenda should be issued at least 3 weeks prior to the due date unless you offer an electronic (email) submission.

Answer: See Question and Answer #10.

14. **Question:** Section 4.4 (pg 7) – Respectfully, we object to a termination for convenience. We are bidding for 5 years, not a month-to-month agreement. Please confirm this termination for convenience is not applicable and will be struck.

Answer: This can be negotiated at time of contract negotiations.

15. **Question:** Section 1 (pg 39) – There is a discrepancy with the term of the agreement. Is the agreement 5 full years, or 1 year with 4 options (Acceptance of Offer form)? We would prefer a full 5 year term, along with a renewal option.

Answer: The agreement is for a 5 year term.

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Deborah L. Clark, Purchasing Agent

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16. **Question:** Is a bidder permitted to submit 2 separate bids if each bid proposes different operating brands?

Answer: Yes

17. **Question:** Section 2 (pg 40) Counter Space rent – please clarify $26/ square foot and $13/ square foot. What is the square footage for each rental car counter? Why are the amounts per square foot different?

Answer: The square footage is $26 per square foot per year for counter space and $13 per square foot per year for storage space. The rental car counter space is 192 square feet.

18. **Question:** Section 2 (pg 41) Basis of Award – Please confirm that Total Annual Parking is not a basis for award. If it is a basis for award, please explain.

Answer: It is a part of the Basis for award, secondary to their total Minimum Annual Guarantee as described in the Basis for Award Section on pg 41.

19. **Question:** Acceptance of Offer form (pg 48) – Please confirm this is not a form that is to be submitted with our bids.

Answer: This is a form for Jefferson County to fill out.

20. **Question:** Bid Form (pg 50) – Please confirm whether or not bidders are eligible to bid for rental truck/moving truck even if a bidder would not be offering trucks at BPT.

Answer: Only bid on items you are offering at the airport.

21. **Question:** Bid Form (pg 51) – We request that we only have to submit the signature page of any addenda issued rather than the full multi-page addenda.

Answer: The full addenda is required.

22. **Question:** Signature Page (pg 53) – Please confirm that the reference to governmental entities piggybacking off of this contract is not applicable to this bid and will be struck from the Signature Page. If, in fact, this needs to be answered Yes or No, please confirm that either answer does not negative affect a bidders bid award.

Answer: Please answer yes or no, however this does not affect a bidders bid award.

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23. **Question:** GFE Checklist, NOI with HUB and HUB Subcontracting form (pgs 58-62) – It is most common that a rental car operator does not subcontract any of their rental car concession operations. Being that is the case, why would we complete a GFE checklist if we would not be seeking any subcontractors? Further, why would we complete Part III on page 61 if we perform 100% of the concession operation?

Answer: We require all forms to be completed. If not using a subcontractor, simply answer "no" at the top of pg 58 and 59, then complete and sign the bottom section of pg 62.

24. **Question:** NOI with HUB and HUB Subcontracting form (pgs 58-59) – Are these forms the same thing? They ask the same Yes/No question – "Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded)," then goes on to require the "Contractor Name" on the NOI form and the "Prime Contractor" on the HUB Declaration form (the Contractor and Prime Contractor being the Bidder). Why are both forms required?

Answer: See question and answer #23.

25. **Question:** NOI with HUB form (pg 58) – States the form is required with the bid, but then states may be submitted after contract award. Please clarify.

Answer: If you answer "yes" that you intend to subcontract you can provide the contact information for subcontractor after contract is awarded.

26. **Question:** HUB Subcontracting form (pg 62) – Part II states to complete the GFE Checklist if in "non-compliance for not meeting HUB Subcontracting Goals" – please advise as to what the HUB subcontracting goals are.

Answer: There are no HUB subcontracting goals for this project.

27. **Question:** We request that all of the HUB forms be a post-bid/post-award requirement, not only because we need a lot of time to fully understand what is required, but also because there wouldn't be a need to provide any of this information unless awarded the contract.

Answer: See Question and Answers to #23, #24 and #25.

28. **Question:** Please include a Most Favored Nations provision in the concession agreement. We suggest the following language: "In the event that any contract granted by the County to any other Rental Car Company shall contain any terms and conditions more favorable to such company than the terms and conditions herein described (other than the number of allocated parking spaces and the location of the concession area, etc.), then this Agreement shall be amended to include such more favorable terms and any offsetting burdens that may be imposed on any such other company. The intent of this provision is to ensure that the County

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shall give due diligence to ensure all rental car companies will be able to compete on terms as equal as possible with all other rental car companies, and to ensure that no individual rental car company or companies shall enjoy any rights or privileges more favorable to any such individual company or companies than those enjoyed by all rental car companies."

Answer: See Article X11- Favorable Conditions Section in the attached Concession Agreement.

29. **Question:** Please publish the rental car revenues for the past 3 years.

Answer: See Question and Answer #2

30. **Question:** Please send proposed concession agreement.

Answer: See Question and Answer #1

31. **Question:** What is the anticipated effective date of the new agreement?

Answer: The anticipated effective start date is approximately April 1, 2025.

32. **Question:** What is the proposed concession fee?

Answer: The proposed concession fee shall be 10% of revenues, or MAG, whichever is greater.

33. **Question:** When will the calendar year 2024 airline numbers be finalized? What is the most recent data that you have without estimates?

Answer: Updated enplanement numbers from Airlines below:

	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	33,768	32,705	66,473

34. **Question:** Please confirm whether the minimum required numbers on the Bid Form equate to annual rents?

Answer: Bidders are to write/insert **Annual** amounts in the far-right column.

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Additional Information:

1. **The proposed Minimum Annual Guarantee (MAG) is $75,000**

2. **The Basis of Award Section (below) found on page 41-42 of the Specifications is amended to include the additional highlighted/italicized language:**

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".

Service location/car wash: In the event the incumbent is one of the two successful bidders, and they have bid the minimum amount for the car wash as stated in the bid, they may remain in that car wash location.

i. In the event the incumbent is one of the two successful bidders, and the incumbent bid the minimum amount for the car wash and the new concessionaire bid the same amount, the incumbent shall remain in that car wash location.

THE STATE OF TEXAS

Attachment A

CONCESSION AGREEMENT
RENTAL CAR XYZ, LLC

COUNTY OF JEFFERSON

This Concession Agreement, made and entered into this ___ **day of MONTH, 2025,** by and between Jefferson County, a political subdivision of the State of Texas (hereinafter referred to as "County") and _____ authorized to do business in the State of Texas (hereinafter called "Concessionaire" or "Lessee"). For the sake of other provisions contained herein, contract year shall refer to each twelve (12) month period beginning on **April 1, 2025.**

WITNESSETH

WHEREAS, County is the owner of the Jack Brooks Regional Airport, (hereinafter called "Airport") and, WHEREAS, Concessionaire is a successful bidder, per IFB 24-068/CG;

WHEREAS, both parties agree to the terms as specified in IFB 24-068/CG.

WHEREAS, Lessee has paid or agrees to pay all unpaid balances owed to Airport for any previous agreements.

NOW, THEREFORE, the parties for and in consideration of their mutual promises and covenants agrees as follows:

ARTICLE I - Term

The contract commences April 1, 2025 and terminates March 31, 2030, sixty (60) months after the commencement date.

If lessee shall hold over and remain in possession of the Leased Premises after the expiration of the Term specified herein, such possession by Lessee shall be deemed a month-to-month tenancy that is terminable immediately on written notice delivered at any time by either party. During any such month-to-month tenancy, Lessee shall pay all the fees, charges, and annual guarantees required by this Agreement. All provisions of this Agreement except those pertaining to Term shall apply to said month-to-month tenancy.

ARTICLE II - Concession Rights Granted

County grants to Concessionaire the right to operate the concession at the Airport, this concession shall be one (1) of two (2) similar concessions.

Concessionaire shall not use, operate or permit to be installed coin operated vending machines of any type or for any purpose within the concession areas. This concession is for an automobile rental business.

Concessionaire in its efforts to comply with the requirements applicable to its customers under the Payment Card Industry Data Security Standard, shall under no circumstances be required to use any network other than its own private network, to ensure that its customers' credit card information is not compromised.

ARTICLE III - Premises

Concessionaire is authorized to occupy for the term of this contract and for the operation of the concession, the following areas:

a) Counter and Administrative Area: One of four (4) Counter and administrative areas, consisting of approximately 192 square feet each, as shown on Exhibit A.
b) Parking Areas: Concessionaire shall have the right to the exclusive use of the parking area for **XX** spaces each as designated on Exhibit B.
c) Car Wash Facilities: One car wash – ready return areas, as shown on Exhibit C.

ARTICLE IV - Exclusive Concessions

Concessionaire shall use the areas for purposes of providing rental car service or taking reservations for such services at other locations where automobile rental services are furnished by Concessionaire. Incident thereto, Concessionaire shall be entitled to sell personal accident insurance.

ARTICLE V - Fees, Charges and Rental

As a consideration for County granting the concession right hereinabove set forth, Concessionaire shall pay to the County, on a monthly basis for each contract year, an amount equal to the greater of the following: (a) one-twelfth ($1/12^{th}$) the Minimum Annual Guarantee (MAG); or (b) a percentage fee equal to ten percent (10%) of its monthly gross receipts.

Refer to attached bid sheet, Exhibit D, with Lessee's MAG as bid for each contract year.

During the contract, the term "gross revenue" shall mean the sums derived from time and mileage charges, after discounts, for the rental of automobiles hereunder without regard to the manner in which, or place in which, Concessionaire has received the order for the automobile and regardless as to whether the cars are returned to the airport or some other location; provided, however, "gross revenue" shall only include that portion of time and mileage charges which are actually credited to Concessionaire's Jack Brooks Regional Airport Operation for the rental of "foreign vehicles" at and from said Airport. "Foreign vehicles" are vehicles not assigned to (1) Concessionaire's Beaumont/Port Arthur fleet, or (2) in the case of Concessionaire which also operates rental car service at the City of Houston Airport, Concessionaire's Houston zone fleet.

"Gross revenue" shall not include the amount of any Federal, State or Municipal sales or other similar taxes separately stated and collected from customers of Concessionaire now or hereinafter levied or imposed, nor any sums received as insurance or otherwise for damage to automobiles or other property of Concessionaire, or for loss, conversion or abandonment of such automobile, nor amounts paid by customers of Concessionaire separately billed as additional charges for waiver by Concessionaire of its rights to recover from customers for damages to the vehicles rented or as refueling reimbursement charges, nor any sums received by reason of Concessionaire's disposal of capital assets and/or trade fixtures.

The Concessionaire shall have the right to conduct part of its operations on a credit basis provided, however, the risk of such operation shall be borne solely by the Concessionaire. The Concessionaire, for the purpose of its rentals, shall report both cash and credit sales of its monthly gross revenue statement. Unless specifically mentioned above, all other revenues are excluded.

Itemized:

a) **Counter and Administrative Space**: A charge for approximately 192 square feet of counter and administrative space, at the rate of $26.00 per square foot per annum (**$4,992 annual or $416 monthly**) shown on Exhibit A.

   a. **Optional Storage Space**: A charge for approximately 192 square feet of storage space, at a rate of $13.00 per square foot per annum (**$2,496 annual or $208 monthly**) shown in Exhibit A.

b) **Rental Car Parking Lot:** A charge for XX spaces at a rate of **$120 per space per year/ $10 per space per month** (**$X,XXX.XX annual or $XXX.XX monthly**) for the parking space shown on Exhibit B. If a designated overflow parking lot is requested, contact the Airport Director to negotiate scope, terms, and consideration.

c) **Rental/Moving Trucks**: Rental trucks, or "trucks for hire", if such are kept on Airport property, will be stored in an area designated by the Airport Director. A charge for XX spaces at a rate of **$120 per space per year/ $10 per space per month** (**$X,XXX.XX annual or $XXX.XX monthly**) for the parking space shown on Exhibit B. Since the rental/moving trucks take up approximately three (3) spaces per truck, each truck will have a minimum of 3 spaces each.

d) **Car Wash #X Facility**: A charge of (**$XX,XXX annual or $XXX.XX per month**) for the car wash facility **Car Wash #**X as shown on Exhibit C.

Rentals are payable on or before the 20th day following the end of each calendar month, throughout the term of this agreement. Concessionaire shall furnish the County a report for Concessionaire's gross revenue during the preceding calendar month, and shall simultaneously pay County the as specified percentage of gross revenue. At the close of the contract year, if the specified percentage has not been paid, the difference between what has been paid and the specified percentage shall be paid. In the event, at the close of the calendar year, the concessionaire has made annual payments in excess of the concession fees required during said calendar year, the concessionaire shall be entitled to a refund or credit towards future fees incurred in the amount of the excess. Such refund or credit shall be due to the concessionaire no later than thirty (30) days after concessionaire's written notice to the County of such excess.

All reports of gross revenue and payment of sum due shall be delivered to the Airport Manager at 5000 Jerry Ware Drive, Beaumont Texas, 77705, or the address provided in Article XXI, or via email to mlandry@co.jefferson.tx.us, or to any person or to any other place as may be hereinafter designated, in writing, by the County.

ARTICLE VI – Abatement of MAG (Minimum Annual Guarantee)

The obligation of Concessionaire to pay the MAG may be abated by the Airport in its sole discretion upon written request submitted by concessionaire to the Airport and upon written approval of the Airport Manager upon the occurrence of one of the following:

A. Decline in Passenger Count.

   The number of deplaning passengers on scheduled airline flights at the airport during any three consecutive reporting months shall be less than seventy-five percent (75%) of the number of such deplaning passengers in the same consecutive reporting months of the preceding year; or

B. Adverse Effect of Other Circumstances.
   In the event the concessionaire demonstrates to the Airport, in a manner the Airport determines in its sole discretion determines to be satisfactory, that the concessionaire's gross receipts have materially diminished through no fault of its own, during a period of at least thirty (30) consecutive days and Airport determines that the operation of concessionaire's operation at the airport has been adversely affected for such period by shortages or other disruptions in the supply of automobiles, gasoline or other goods necessary for its operations through no fault of concessionaire.

During the period of abatement, rental car companies will pay 10% of revenue earned based upon the actual activity. The abatement will cease in the first month that the number of deplaning passengers exceeds eighty (80%) of deplaning passengers for the corresponding two months of the immediate preceding contact year or of the first contract year.

ARTICLE VII - Entry by Concessionaire

Concessionaire shall keep his area in good repair and operating condition at its sole cost and expense. Title to all furniture, furnishings, removable fixtures and supplies shall at all times, during the term of this agreement, remain in Concessionaire. Upon the expiration or termination of this agreement, Concessionaire shall remove from the concession area removable property belonging to the Concessionaire within 10 days. Concessionaire shall repair all damage done to the concession area resulting from the removal of such property.

ARTICLE VIII - Service Standards

Concessionaire agrees:

a) To furnish good, prompt, and efficient service, adequate to meet all reasonable demands for automobile rental services at the airport on a fair and reasonable basis.
b) Concessionaire may install, as a facility hereunder, in the premises or at such other place as the parties may agree, a direct line telephone to the office of the nearest office of Concessionaire for the purpose of supplying automobile rental service to airport patrons during periods when other automobile rental facilities are closed.

c) Personnel performing services hereunder shall be uniformed, neat and courteous; and Concessionaire shall require its agents, servants or employees to conduct business in a business-like manner and shall not solicit business outside the space assigned except through the use of signs constructed and maintained in accordance with this agreement. Signs must be approved by Airport Director. Personnel shall park personal vehicles in the Employee Lot or the Concessionaires Lot only.
d) Concessionaire shall keep or cause to be kept true, accurate and complete records of business conduct hereunder. Concessionaire agrees that the County shall have the right through its duly appointed auditor to examine such records upon prior written notice of not less than thirty (30) business days for determining the accuracy of such reports. Concessionaire shall keep duplicate invoices of all transactions.
e) Concessionaire shall pay when due all expenses in connection with the use of the premises hereunder, including without limitation, taxes, permit fees, license fees, and assessments lawfully levied or assessed upon the premises for improvements at any time.
f) Concessionaire shall keep the premises and all furniture, fixtures, and equipment installed thereon in good order, condition, and repair, reasonable wear and tear and damage by fire and other casualty expected.
g) Concessionaire shall clearly identify assigned parking spaces as designated and must get written approval from Airport prior to any modifications or alterations at Airport.

ARTICLE IX - Prohibited Acts

Concessionaire shall not:

a) Alter, install, or change exclusive premises, in any way, without written approval from Airport Director prior to such changes;
b) commit or allow nuisance in its area or at the airport;
c) cause or permit to be caused any unusual, noxious, or objectionable smokes, gases, vapors, fumes or odors;
d) use the concession area or any part thereof for sleeping purposes;
e) interfere with the effectiveness or accessibility of utility heating, ventilating or air-conditioning systems, or interfere with the access and passage to the concession areas where the public area is adjacent thereto;
f) allow vehicles to be parked in unauthorized areas;
g) operate vehicles in excess of the posted speed limits while on Airport premises.

ARTICLE X - Non-Liability of County

The County shall not be liable for any acts or omissions of Concessionaire or an independent contractor. Nor shall the County be liable for any loss of or damage to any personal property, fixtures, or equipment of Concessionaire installed or stored at the airport.

Concessionaire covenants and agrees to hold County free and harmless from loss from each and every claim and demand of whatever nature, made on behalf of or by any third person or persons, for any wrongful act or omission on the part of the Lessee, his agents, servant, officers, directors, and employees, and from all loss and damages to any third person or persons by reason of such acts or omissions.

ARTICLE XI - Unauthorized Solicitation

County hereby agrees that it shall protect the rights granted to Concessionaire under this agreement and shall take whatever steps are lawfully allowed to prevent the solicitation or transaction of automobile rental business at the airport by any person or organization other than Concessionaire or other automobile rental concessionaire who have entered into similar agreements with this County. County will not allow a non-concessionaire to install a direct telephone line in competition with Concessionaire.

ARTICLE XII - Favorable Conditions

In the event that any contract granted by the County to any other automobile rental operator shall contain any terms and conditions more favorable to such operator than the terms and conditions herein described

(other than the number and location of allocated parking spaces and the location of the concession area, etc.), then, at the option of the Concessionaire, this agreement shall be amended to include such more favorable terms and any offsetting burdens that may be imposed on any such other Concessionaire. The intent of this provision is to ensure that Concessionaire will be able to compete on terms as equal as possible with all other automobile rental operators and to ensure that no other Concessionaire shall enjoy any rights or privileges more favorable to such Concessionaire than those enjoyed by the Concessionaire herein.

ARTICLE XIII - Insurance

Concessionaire shall obtain Commercial General Liability insurance, combined single limit, including but not limited to commercial broad form, premises-operations, products / completed operations hazard, contractual liability, broad form property damage, personal injury, and advertising injury growing out of any one accident or other cause in the minimum sum of One Million and No/100 Dollars ($1,000,000); fire legal liability in the minimum sum of One Hundred Thousand and No/100 Dollars ($100,000), and Medical Payments in the minimum sum of Five Thousand and No/100 Dollars ($5,000); Hired and Non-Owned Auto Liability in the minimum sum of Five Hundred Thousand and No/100 Dollars ($500,000); Workers compensation insurance which complies with the Texas Worker's Compensation Act; Employers Liability Insurance in the minimum sum of Five Hundred Thousand and No/100 Dollars ($500,000); and adequate Property insurance for insuring their own property and all interest in that property.

Concessionaire shall maintain the insurance with insurance underwriters authorized to do business in the State of Texas satisfactory to the County. All policies shall name County, its officer, servant, agents, and employees as additional insured. Concessionaire shall furnish County with a certificate from the insurance carrier showing such insurance to be in full force and effect or shall deposit with County copies of said policies. Each policy or certificate shall contain a provision that written notice of cancellation or any other material change in the policy by the insured shall be delivered to County, thirty (30) days in advance of the effective date thereof.

Jefferson County shall be provided a Waiver of Subrogation on workers' compensation policy.

ARTICLE XIV - Termination by County

County shall have the right upon ten (10) days prior written notice to Concessionaire to cancel this agreement in its entirety, upon or after the happening of one or more of the following events, if said event shall then be continuing.

a) Concessionaire shall voluntarily abandon and discontinue its automobile rental service at the airport for a period of thirty (30) consecutive days.

b) Concessionaire shall fail to pay the fees or other money payments required by instrument and such failure shall not be remedied within thirty (30) days following receipt by Concessionaire of written demand from County to do so.

c) Concessionaire shall default in fulfilling any of the terms, covenants or conditions to be fulfilled by it hereunder and shall fail to commence with due diligence the remedying of said default within thirty (30) days following receipt by Concessionaire of written demand from County to do so.

In the event of any such cancellation or termination of this agreement by County for any reason specified above, Concessionaire shall have ten (10) days within which to remove all trade fixtures and personal property installed in or upon the demised premises by Concessionaire.

ARTICLE XV - Termination by Concessionaire

Concessionaire shall have the right, upon written notice to County, to terminate or suspend this agreement upon the occurrence of one or more of the following events, if said event or events shall then be continuing:

a) The issuance by any court of competent jurisdiction of a permanent injunction, order, or decree preventing or restraining the use by Concessionaire of all or part thereof which may be used by Concessionaire and which is necessary for Concessionaire's operation on the airport.

b) County shall default in fulfilling of the terms, covenants or conditions to be fulfilled by it under this agreement and shall fail to cure said default within thirty (30) days following receipt of written demand from Concessionaire to do so.

c) All or a material part of the airport or airport facilities shall be destroyed by fire, explosion, earthquake, or casualty, or acts of God or the public enemy.

d) The United States Government or any of its agencies shall occupy the airport or any substantial part thereof to such an extent as to interfere materially with Concessionaire's operations for a period of thirty (30) consecutive days or more.

Upon written notice to County of termination of this agreement, Concessionaire shall have ten (10) days within which to remove all trade fixtures and personal property installed in or upon the demised premises by Concessionaire.

ARTICLE XVI - View of Concession

County will not obstruct the view of the public to Concessionaire's counter area.

ARTICLE XVII - Assignment and Subletting

It is expressly agreed and understood that no assignments or subletting of duties or rights under this agreement may be accomplished without prior written consent and approval of the County. Assignment of duties or rights without written approval and County consent will only be allowed if such assignment is to an affiliate of Concessionaire's Parent Company (operating as an affiliate at the time of this agreement).

ARTICLE XVIII - Approval

Concessionaire has examined and approved the facilities Concessionaire will occupy.

ARTICLE XIX - Laws of Texas Apply

Concession agreement and every question arising hereunder shall be constructed and determined according to the laws of Texas.

ARTICLE XX - Remedies

Remedies are non-exclusive. All remedies provided in this agreement shall be deemed cumulative and additional and not in lieu of or exclusive to each other or of any other remedy available to the parties at law or in equity.

ARTICLE XXI - Notices

Notices under this agreement shall be delivered to the Jack Brooks Regional Airport Manager at 5000 Jerry Ware Drive, Beaumont, Texas 77705 and the Concessionaire at

_____

_____

ARTICLE XXII - Force Majeure

In computing the time within which either party is obligated to cure any default as required by this agreement, there shall be excluded all delays due to strikes, lockouts, acts of God, massive civil disobedience, the public enemy or by order of direction or other interference by any municipal, state, federal or other governmental department, board or commission having jurisdiction, or other causes beyond Concessionaire's control.

ARTICLE XXIII - Waiver

Any waiver of any breach of covenants herein contained to be kept and performed by Concessionaire or County shall not be deemed or considered as a continuing waiver and shall not be operated to bar or prevent Concessionaire or County from declaring a forfeiture for any succeeding breach either of the same, or a different condition or covenant.

ARTICLE XXIV - Non-Discrimination

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

ARTICLE XXV - Affirmative Action Program

The Concessionaire assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR, Part 152, Subpart E. The Concessionaire assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Concessionaire assures that it will require that its covered sub-organizations provide assurance to the County that they similarly will undertake affirmative action programs and that they will require assurance from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

ARTICLE XXVI - Airport Concession Disadvantaged Business Enterprise (ACDBE) Requirements

Jack Brooks Regional Airport has established a current annual ACDBE goal of 0.16% ACDBE participation for this Concession Agreement.

This Concession Agreement is a revenue-producing contract awarded to Concessionaire and will result in the provision of goods and services to passengers, patrons, and tenants at the Airport.

Federal law and regulations impose ACDBE goals upon the performance of this Concession Agreement by Concessionaire, and the County and Airport encourage the Concessionaire to voluntarily strive to include significant involvement with ACDBE business enterprises in operations under this Concession Agreement.

In this agreement, ACDBE means Airport Concession Disadvantaged Business Enterprise, as defined in 49 CFR Part 23, and means a concession that is for-profit small business concern (1) that is at least fifty-one percent (51%) owned by one or more individuals who are both socially and economically disadvantaged, or in the case of a corporation, in which fifty-one percent (51%) of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. Individuals who are rebuttably presumed to be socially and economically disadvantaged include women, Black Americans, Hispanic Americans, Asian-Pacific Americans and Asian-Indian Americans.

The 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.

The County treats bidder's compliance with good faith effort requirements as a matter of responsibility.

Each Solicitation for which a concession specific goal has been established will require the concessionaires to submit the following information:

- The names and addresses of ACDBE forms or ACDBE suppliers of goods and services that will participate in the concession;
- A description of the work that each ACDBE firm will perform;
- The dollar amount of the participation of each ACDBE firm/supplier participating;
- Written and signed documentation of commitment to use an ACDBE whose participation it submits to meet a contract goal;

- Written and signed confirmation from the ACDBE that it is participating in the concession as provided in the prime concessionaire's commitment;
- If the contract goal is not met, evidence of good faith efforts;
- An annual report to be received by the Airport Concession Disadvantaged Business Enterprise Liaison Officer (ACDBELO) Megan Landry, by November 30, for the previous fiscal year ending September 30th to include the following information on all firms/suppliers participating in the concession:

Vendor Name	Vendor Mailing Address	ACDBE Certified	Total Amount Spent with Vendor
		Y or N	
		Y or N	
		Y or N	
		Y or N	

Within 20 days of being informed by the County that it is not responsible because it has not documented sufficient good faith efforts, a concessionaire may request administrative reconsideration. Concessionaire (Lessee) should make this request in writing to the following reconsideration official:

Megan Landry
Jack Brooks Regional Airport
5000 Jerry Ware Drive,
Beaumont TX, 77705
Office: 409-719-4900
MLandry@Co.Jefferson.Tx.Us

The reconsideration official will not have played any role in the original determination that the concessionaire did not document sufficient good faith efforts.

As part of this reconsideration, the concessionaire will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The concessionaire will have the opportunity to meet in person with the reconsideration official to discuss the issue of whether it met the goal or made good faith efforts to do so. The County will send the concessionaire a written decision on reconsideration, explaining the basis for the final findings. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

The County will require a concessionaire to make good faith efforts to replace an ACDBE that it terminated or has otherwise failed to complete its concession agreement, lease, or subcontract with another certified ACDBE, to the extent needed to meet the concession specific goal. We will require the concessionaire to notify the Airport Concession Disadvantaged Business Enterprise Liaison Officer (ACDBELO) immediately in writing of the ACDBEs inability or unwillingness to perform and provide reasonable documentation.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officers the day and year first above written.

LESSEE

RENTAL CAR COMPANY XYZ, LLC By: _____

LESSOR

JEFFERSON COUNTY TEXAS By: _____

Jeff Branick, County Judge

Exhibit A – Counter Location

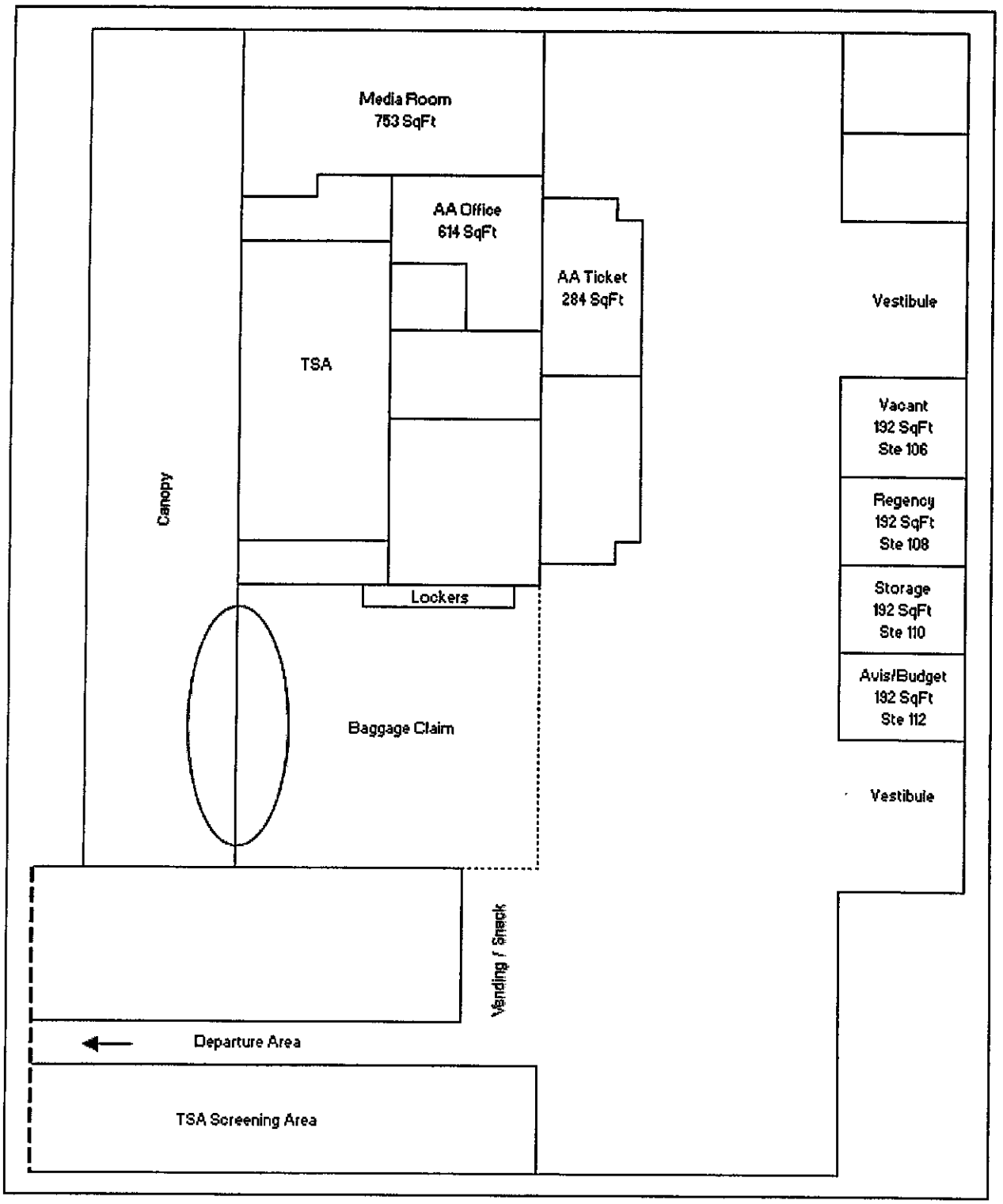


Exhibit B – Rental Car Parking Lot

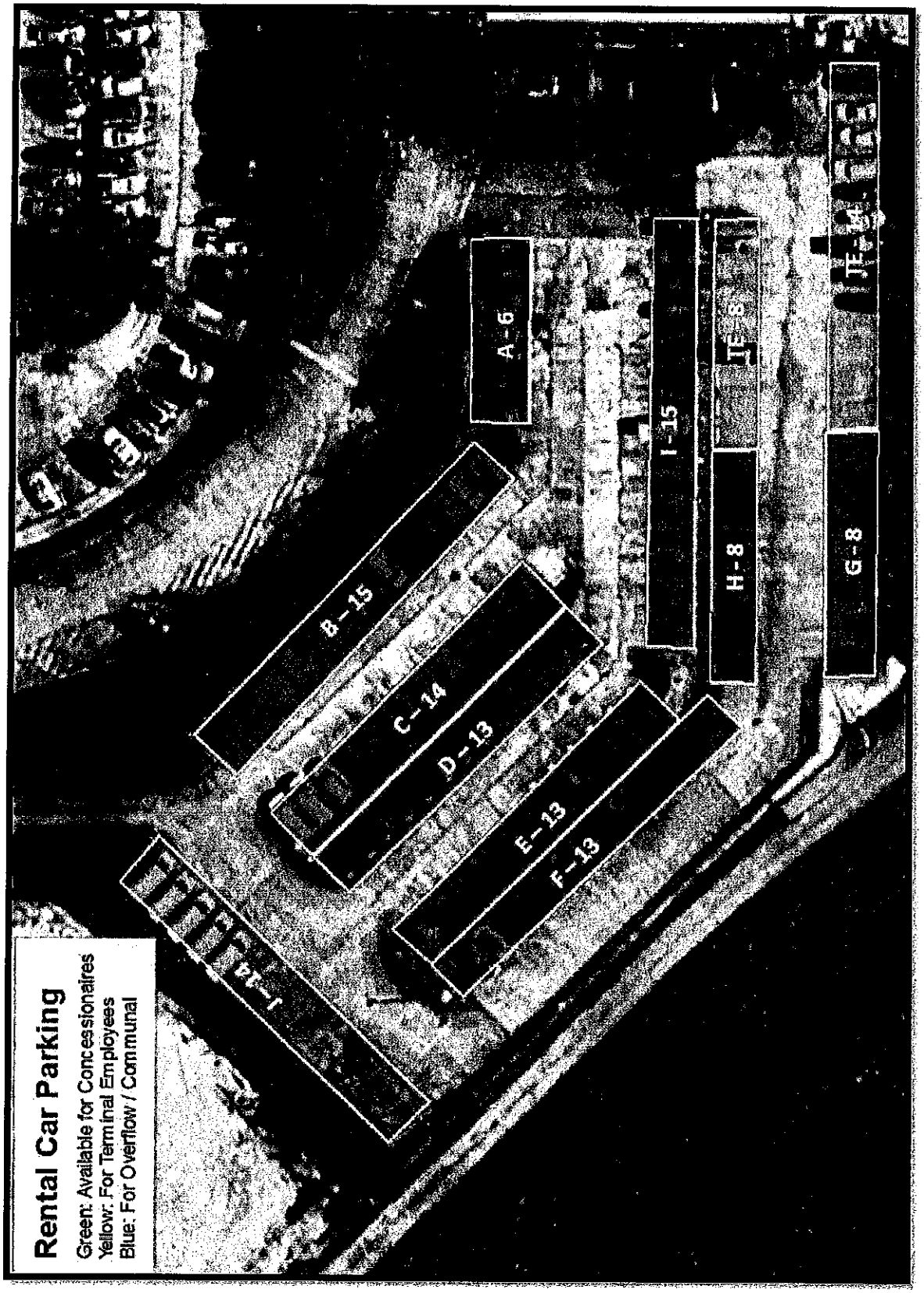


Exhibit C – Car Wash – Ready Return Area

Exhibit D – Concessionaire Bid Sheet

	Monthly Amount (MAG / 12)	Minimum Annual Guarantee (MAG)
Year 1	$ X,XXX	$ XX,XXX
Year 2	$ X,XXX	$ XX,XXX
Year 3	$ X,XXX	$ XX,XXX
Year 4	$ X,XXX	$ XX,XXX
Year 5	$ X,XXX	$ XX,XXX
Total Five Year MAG		**$ XXX,XXX.XX**

	Number of Spaces	Annual Parking (Spaces x $108)
Rental Car Parking: Number of Parking Spaces Bid: (Min 35 / Max 76)	XX	$ X,XXX
Rental Truck / Moving Truck Number of Parking Spaces Bid: (Min 3 Space per Truck)	XX	$ X,XXX

	Mark X	Annual Amount
Car Wash Area		
Car Wash Area 2	Area #X	$ XX,XXX

Annual Terminal Office/Counter	$ X,XXX
Annual Terminal Storage	$ X,XXX
TOTAL BID AMOUNT	**$ XXX,XXX**

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

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

Addendum to IFB

IFB NUMBER: **IFB 24-068/CG**

IFB TITLE: **Automobile Rental Concessions at the Jack Brooks Regional Airport**

IFB DUE BY: **11:00 am CT, Wednesday, February 19, 2025**

ADDENDUM NO.: **3**

ISSUED (DATE): **February 07, 2025**

To Bidder: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed bids to have been proffered in recognition and consideration of the entire IFB Specifications Package – *including all addenda*. For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed bid submission.** If the bid submission has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and IFB Opening Date and Time, as stated above.

Reason for Issuance of this Addendum: Vendor Questions

The information included herein is hereby incorporated into the documents of this present bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Respondent:

ATTEST:

Witness

Witness

Approved by ____ Date: _____

Authorized Signature (Respondent) JEFFREY LUNA

VICE PRESIDENT
Title of Person Signing Above

AVIS RENT A CAR SYSTEM, LLC
Typed Name of Business or Individual

379 INTERPACE PARKWAY
Address PARSIPPANY, NEW JERSEY 07054

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

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

1. **Question:** Is Avis Budget Car Rental, LLC (hereafter "ABCR") currently in arrears to Jefferson County or Jack Brooks Regional Airport (hereafter BPT) for any debt of contract, default as surety, or otherwise upon any obligation to BPT? In other words, is ABCR current on all obligations to BPT and Jefferson County?

Answer: Yes, Avis has an account balance. No they are not current on all obligations to BPT and Jefferson County.

2. **Question:** Please confirm that the public bid opening will be on the same day and time as the deadline for bid submission, February 19, 2025 at 11 AM CT.

Answer: As per the Legal Notice, "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. (11:00 AM CT, Wednesday, February 19, 2025) Bidders are invited to attend the sealed bid opening."

3. **Question:** Please confirm that the updated question answer date is Thursday February 6, 2025.

Answer: As per addendum 1, the deadline for asking questions was 5:00pm, CST, Thursday February 6, 2025.

4. **Question:** Page 42 of the IFB, section 4 – Disadvantaged Business Enterprises (DBE) Participation Goals, the actual goal is not provided. However, in the draft Concession Agreement, the proposed ACDBE goal is 0.16%, but it doesn't state whether that goal is based on gross revenues or the cost of goods and service expenses annually. Please provide the response as to what the goal is based on.

Answer: The goal is based on gross revenue.

5. **Question:** Will the Vendor Reference Form of the IFB (page 52) be required for the incumbent bidder?

Answer: Yes. All required forms should be completed.

BID FORM

	Monthly Amount (MAG / 12)	Minimum Annual Guarantee (MAG)
Year 1	$14,172.92	$170,075.00
Year 2	$14,598.08	$175,177.00
Year 3	$15,036.00	$180,432.00
Year 4	$15,487.08	$185,845.00
Year 5	$15,951.75	$191,421.00
Total Five-Year MAG		$902,950.00

	Number of Spaces	Annual Parking (Spaces x $120)
Rental Car Parking: Number of Parking Spaces Bid:	70	$8,400.00
Rental Truck / Moving Truck Number of Parking Spaces Bid: (Min 3 Space per Truck)	0	$0.00

Car Wash Area	Mark X in Desired Location	Annual Amount
Car Wash Area 1 (Min $3,000 Yr)	X	$3,000.00
Car Wash Area 2 (Min $15,600 Yr)		

Optional Terminal Storage (Ste 110) (Min $2,496 Yr)	N/A - NONE
TOTAL BID AMOUNT	$914,350.00

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 1/29/2025

Addendum 2 Date Received 1/31/2025

Addendum 3 Date Received 2/07/2025

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: Corpus Cristi International Airport

Address: 1000 International Drive, Corpus Cristi, TX 78406

Contact Person and Title: Kimberly Miller, Asst Director of Aviation, Finance & Administration

Phone: 361-826-1757 Fax:

Email Address: kimberlym@cctexas.com Contract Period: 5+ years

Scope of Work: On-Airport Car Rental Concessions

REFERENCE TWO

Government/Company Name: McAllen International Airport

Address: 2500 S. Bicentennial Blvd., Suite 100, McAllen, TX 78503

Contact Person and Title: Estela Velasquez, Assistant Director of Aviation Administration

Phone: 956-681-1527 Fax:

Email Address: evelasquez@mcallen.net Contract Period: 20+ years

Scope of Work: On-Airport Car Rental Concessions

REFERENCE THREE

Government/Company Name: Austin-Bergstrom International Airport

Address: 3600 Presidential Blvd Austin, TX 78719

Contact Person and Title: Maria 'Indy' Navarro, Contract Management Specialist

Phone: 512-530-2438 Fax:

Email Address: maria.navarro@flyaustin.com Contract Period: 20+ years

Scope of Work: On-Airport Car Rental Concessions

SIGNATURE PAGE

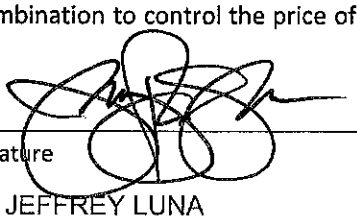
As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the 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.

AVIS RENT A CAR SYSTEM, LLC	
Bidder (Entity Name)	Signature
379 INTERPACE PARKWAY	JEFFREY LUNA
Street & Mailing Address	Print Name
PARSIPPANY NJ 07054	02/12/2025
City, State & Zip	Date Signed
608-385-6549	
Telephone Number	Fax Number
JEFFREY.LUNA@AVISBUDGET.COM	
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:

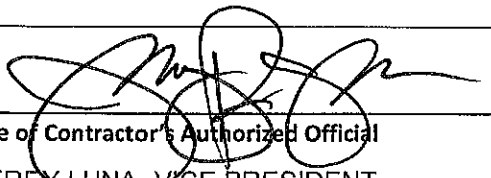
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection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

JEFFREY LUNA, VICE PRESIDENT

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

02/12/2025

Date

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

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

N/A - AVIS RENT A CAR SYSTEM, LLC does not have a relationship with a local government entity.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4 Signature of vendor doing business with the governmental entity

02/12/2025
Date

Adopted 8/7/2015

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

LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 AFFIDAVIT

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

THIS FORM IS FOR OFFICE USE ONLY

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

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

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

Did the Prime Contractor/Consultant . . .?

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

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.

JEFFREY LUNA
Printed Name of Authorized Representative

Signature

VICE PRESIDENT
Title

02/12/2025
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: AVIS RENT A CAR SYSTEM, LLC HUB: ☐ Yes ☒ No

Address: 379 INTERPACE PARKWAY PARSIPPANY NEW JERSEY 07054
Street City State Zip

Phone (with area code): 608-385-6549 Fax (with area code): _____

Project Title & No.: IFB 24-068/CG

Prime Contract Amount: $ 914,350.00 (total bid 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: _____

JEFFREY LUNA		02/12/2025
Printed Name of Contractor Representative	Signature of Representative	Date
Printed Name of HUB	Signature of Representative	Date

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

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

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUCONTRACTING PARTICIPATION DECLARATION FORM

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

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM

HUB Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUCONTRACTING PARTICIPATION DECLARATION FORM

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

Instructions to Bidder: Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

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

- ☐ All Subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☒ Other: not required

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM

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): _____

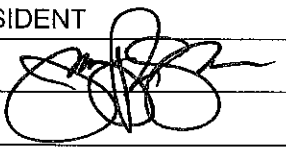
Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

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): JEFFREY LUNA

Title: VICE PRESIDENT

Signature: 

Date: 02/12/2025

E-mail address: JEFFREY.LUNA@AVISBUDGET.COM

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

Name (print or type): ROB FREY

Title: DIRECTOR, FINANCE - ACCOUNTING

Date: 02/12/2025

E-mail address: ROB.FREY@AVISBUDGET.COM

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

RESIDENCE CERTIFICATION/TAX FORM

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

(3) "Non-resident Bidder" refers to a person who is not a resident.

(4) "Resident Bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

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

☒ I certify that Avis Rent A Car System, LLC [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is 379 INTERPACE PARKWAY PARSIPPANY, NEW JERSEY 07054 (city and state).

Taxpayer Identification Number (T.I.N.):	06-0918165
Company Name submitting bid/proposal:	AVIS RENT A CAR SYSTEM, LLC
Mailing address:	379 INTERPACE PARKWAY, PARSIPPANY, NEW JERSEY 07054
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**
NONE	

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

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

Pursuant to Section 2270.002, Texas Government Code:

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

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

Signature of Company Representative

02/12/2025

Date

On this 12 day of February, 20 25, personally appeared

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

Notary Seal

DONNA A. SHABINAW
MY COMMISSION
EXPIRES
11/25/2028
NOTARY PUBLIC
STATE OF NEW JERSEY

Notary Signature

02/12/2025

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

THIS FORM IS FOR OFFICE USE ONLY

BID AFFIDAVIT

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

STATE OF NEW JERSEY COUNTY OF MORRIS

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

on this day personally appeared JEFFREY LUNA (name), who

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

"I, JEFFREY LUNA (name) am a duly authorized officer of/agent

for AVIS RENT A CAR SYSTEM, LLC (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said AVIS RENT A CAR SYSTEM, LLC (name of firm).

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

Name and address of Bidder: AVIS RENT A CAR SYSTEM, LLC dba AVIS

379 INTERPACE PARKWAY PARSIPPANY NEW JERSEY 07054

Fax: _____ Telephone# 608-385-6549

by: JEFFREY LUNA (print name) Title: VICE PRESIDENT

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named

JEFFREY LUNA on

this the 12 day of FEBRUARY 2025.

Notary Public in and for
the State of NEW JERSEY

DONNA A. SHABINAW
MY COMMISSION
EXPIRES
11/25/2028
NOTARY PUBLIC
STATE OF NEW JERSEY

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

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:

Warren Power Attachments D.B.A Total Patcher
Company Name

4614 East 1000 North
Address

Pittsboro Indiana 46167
City State Zip

Signature of Person Authorized to Sign

Aaron Warren
Printed Name

Owner
Title

For clarification of this offer, contact:

Aaron Warren Owner
Name & Title

317-892-4737 317-892-5196
Phone Fax

aaron@totalpatcher.com
E-mail

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

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: 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 **Date**
JEFFERSON COUNTY, TEXAS

ATTEST:

Roxanne Acosta Hellberg, County Clerk 2/27/2025
JEFFERSON COUNTY, TEXAS **Date**

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

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:

Modern Concrete & Materials LLC
Company Name

4825 Romeda Rd
Address

Beaumont TX 77705
City State Zip

Signature of Person Authorized to Sign

Tommy Alexander
Printed Name

Sales Manager
Title

For clarification of this offer, contact:

Jennifer Frederick - Sr Sales Coordinator
Name & Title

409-291-7600
Phone Fax

jfrederick@modernconcretetx.com
E-mail

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

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Term Contract for 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:

Jeff R. Branick, County Judge
JEFFERSON COUNTY, TEXAS

Date

ATTEST:

Roxanne Acosta Hellberg, County Clerk
JEFFERSON COUNTY, TEXAS

2/25/2025
Date

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

OFFER AND ACCEPTANCE FORM
OFFER TO CONTRACT

To Jefferson County:

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

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

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

We acknowledge receipt of the following amendment(s): 1, _____, _____, _____.

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

Texas Materials, A CRH COMPANY
Company Name

12907 US Highway 90
Address

Beaumont, TX 77713
City State Zip

Signature of Person Authorized to Sign

Scott Blanchard
Printed Name

Assistant Secretary
Title

For clarification of this offer, contact:

Jeremy Hemmings, Sales Manager
Name & Title

409-718-8082 N/A
Phone Fax

jeremy.hemmings@texasmaterials.com
E-mail

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

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Term Contract for 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:

Jeff R. Branick, County Judge
JEFFERSON COUNTY, TEXAS

Date

ATTEST:

Roxanne Acosta Hellberg, County Clerk
JEFFERSON COUNTY, TEXAS

2/25/2025
Date

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

OFFER AND ACCEPTANCE FORM
OFFER TO CONTRACT

To Jefferson County:

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

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

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

We acknowledge receipt of the following amendment(s): 1 _____, _____, _____, _____.

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

Vulcan Construction Materials, LLC
Company Name

For clarification of this offer, contact:

10101 Reunion Pl, suite 500
Address

Melanie Manrique - Sales Analyst
Name & Title

San Antonio TX 78216
City State Zip

210-965-0449
Phone Fax

Garrett Elbert
Signature of Person Authorized to Sign

manriquem@vmcmail.com
E-mail

Garrett Elbert
Printed Name

Sales Rep
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:

Jeff R. Branick, County Judge
JEFFERSON COUNTY, TEXAS

Date

ATTEST:

Roxanne Acosta Hellberg, County Clerk
JEFFERSON COUNTY, TEXAS

2/25/2025
Date

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

CONTRACT RENEWAL FOR IFB 23-065/MR
TERM CONTRACT FOR MOWING
FOR JEFFERSON COUNTY

The County entered into a contract with 3rd Coast Companies, LLC for one (1) year, from March 5, 2024 to March 4, 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 March 4, 2025 to March 3, 2026.

ATTEST:

Roxanne Acosta Hellberg, County Clerk

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

CONTRACTOR:
3rd Coast Companies, LLC

Justin W. Vahover
(Name)

MADE WITH Scanner App

CONTRACT RENEWAL FOR RFP 09-161/KJS
RE-BID CAFETERIA SERVICES FOR JEFFERSON COUNTY

The County entered into a contract with Honey B Keepers LLC dba Honey B Courthouse Café for one (1) year, from March 1, 2024 to February 28, 2025, with an option to renew the contract for four (4) additional one (1) year terms.

Pursuant to the contract, Jefferson County hereby exercises its first option to renew the contract for one (1) additional year from February 28, 2025 to February 27, 2026.

ATTEST:

Roxanne Acosta Hellberg, County Clerk

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

CONTRACTOR:
Honey B Keepers LLC dba Honey B Courthouse Café

(Name)

Project	Doggett Ford Park Midway Rehabilitation	**Project Number**
Owner	Jefferson County Texas	PO# 094466
Contractor	Texas Materials	
Construction Manager	For Jefferson County – Michelle Falgout	
Design Professional	Jefferson County	

Change Order No. 1 **Date** 2-20-25

Make the following modifications to the Contract Documents:

Item	Description	Change Amount
1.	ADD: Item 9 – Geotechnical Testing - Add new Line Item for Geotechnical Quality Assurance Testing left out of bid language.	$ 35,000.00
		$ 0
		$
Net Change in Contract Price this Change Order		$
Net Change in Substantial Completion Contract Times this Change Order		0 days

The compensation in this Change Order is the full, complete, and final compensation for all costs Contractor may incur because of or relating to this change whether said costs are known, unknown, foreseen, or unforeseen at this time, including without limitation, any cost for delay, extended overhead, ripple or impact cost, or any other effect on changed or unchanged Work because of this Change Order. The changes in Contract Times are the complete and final adjustments for impacts to the ability of Contractor to complete the Work within the Contract Times and are the only adjustments to which Contractor is entitled. All terms and provisions of the Contract Documents remain in effect except as specifically modified by this Change Order.

a. Original Contract Price	$ 1,482,042.80
b. Previously Approved Change Order/Contract Amendment Amounts	$ 0
c. Adjusted Contract Price (a + b)	$ 1,482,042.80
d. Contract Amendment Amount This Order	$ 35,000.00
e. Revised Contract Price (c + d)	$ 1,517,042.80
f. Percent Change in Contract Price to Date	0.02 %

Recommended by Design Professional

Michelle Falgout — 2-20-2025

Jefferson County. — *Date*

Approved by Contractor

[signature] — 2/24/2025

Texas Materials — *Date*

Recommended by Construction Manager

Michelle Falgout — 2-20-2025

Jefferson County — *Date*

Approved by Owner

[signature] — 02/25/2025

Jefferson County — *Date*

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

ATTEST [signature]

DATE 2/25/25

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: February 25, 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, TEXAS
1149 PEARL STREET
BEAUMONT, TX 77701

DISPOSAL OF SCRAP MATERIALS

February 25, 2025

DEPARTMENT	DESCRIPTION OF PROPERTY	VIN	ASSET NO.
ROAD & BRIDGE PCT. 1	METAL GAS PUMP COVER		
ROAD & BRIDGE PCT. 1	TIN		
ROAD & BRIDGE PCT. 1	WATER HEATER		
ROAD & BRIDGE PCT. 1	WASHING MACHINE		
ROAD & BRIDGE PCT. 1	CONDUIT/PIPING		
ROAD & BRIDGE PCT. 1	PARTIAL PIANO		
ROAD & BRIDGE PCT. 1	REFRIGERATOR		

ATTEST
DATE 2/25/25

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

Approved by Commissioners' Court:

JEFFERSON COUNTY
JUVENILE PROBATION DEPARTMENT

AUDIT REPORT

FOR THE YEAR ENDED AUGUST 31, 2024

GRANT TJJD-A-24-123
GRANT TJJD-S&E-24-123
GRANT TJJD-M-24-123
GRANT TJJD-P-24-123
GRANT TJJD-R-24-123
GRANT TJJD-SB30-24-123
GRANT TJJD-SALADJ-24-123

JEFFERSON COUNTY
JUVENILE PROBATION DEPARTMENT
TEXAS JUVENILE JUSTICE DEPARTMENT GRANT FUNDS
REGULATORY BASIS

FOR THE YEAR ENDED AUGUST 31, 2024

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Independent Auditor's Report	1 – 3
FINANCIAL SECTION	
Statement of Revenue, Expenditures, and Changes in Fund Balance by Contract – Budget and Actual (Regulatory Basis)	4 – 5
Notes to Financial Statements	6 - 8
COMPLIANCE SECTION	
Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With *Government Auditing Standards*	9 - 10
Schedule of Findings and Questioned Costs	11
Schedule of Prior-Year Findings and Questioned Costs	12

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PATTILLO, BROWN & HILL, L.L.P.
401 West State Highway 6
Waco, Texas 76710
254.772.4901 | pbhcpa.com

INDEPENDENT AUDITOR'S REPORT

To the Juvenile Board and
Director of Juvenile Probation Department
Jefferson County, Texas

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the Texas Juvenile Justice Department Grant Funds of Jefferson County Juvenile Probation Department (Department), as of and for the year ended August 31, 2024, the statement of revenues, expenditures and changes in fund balances-budget and actual-regulatory basis for the year ended August 31, 2024, and the related notes to the financial statements, which collectively comprise the Department's basic financial statements as listed in the table of contents.

Unmodified Opinion on Regulatory Basis of Accounting

In our opinion, the accompanying financial statements present fairly, in all material respects, the revenue earned and expenditures incurred compared to budgeted revenues and expenditures of the Department's Texas Juvenile Justice Department Grant Funds, as of August 31, 2024, for the year then ended in accordance with the financial reporting provisions of accounting practices prescribed or permitted by the Texas Juvenile Justice Department (TJJD) to demonstrate compliance with the TJJD's regulatory basis of accounting as described in Note 1.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Department and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Emphasis of Matter – Basis of Accounting

We draw attention to Note 1 of the financial statements, which describes the basis of accounting. As discussed in Note 1, the Department prepares its financial statements using accounting practices prescribed or permitted by TJJD to demonstrate compliance with the TJJD's regulatory basis of accounting, which practices differ from accounting principles generally accepted in the United States of America. The effects on the financial statements of the variances between the regulatory basis of accounting and accounting principles generally accepted in the United States of America, although not reasonably determinable, are presumed to be material and pervasive. Our opinion is not modified with respect to this matter.

OFFICE LOCATIONS
TEXAS | Waco | Temple | Hillsboro | Houston
NEW MEXICO | Albuquerque

AICPA
GAQC Member

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting practices prescribed or permitted by TJJD to demonstrate compliance with TJJD's regulatory basis of accounting. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Department's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Department's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated February 19, 2025, on our consideration of the Department's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Department's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Department's internal control over financial reporting and compliance.

Restriction on Use

Our report is intended solely for the information and use of the management of Jefferson County Juvenile Probation Department (Department), others within the organization, and the Texas Juvenile Justice Department, and is not intended to be and should not be used by anyone other than these specified parties.

Pattillo, Brown & Hill, L.L.P.

Waco, Texas
February 19, 2025

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FINANCIAL SECTION

JEFFERSON COUNTY JUVENILE PROBATION DEPARTMENT
TEXAS JUVENILE JUSTICE DEPARTMENT GRANT FUNDS

STATEMENT OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCE BY CONTRACT
BUDGET AND ACTUAL (REGULATORY BASIS)

FOR THE YEAR ENDED AUGUST 31, 2024

	A-24-123		
	Final Budget	Actual	Variance Favorable (Unfavorable)
REVENUE			
TJJD funds	$ 1,679,117	$ 1,679,117	$ -
Total Revenue	1,679,117	1,679,117	-
EXPENDITURES			
Court Intake	357,807	357,807	-
Direct Supervision	697,094	697,094	-
Youth Services	2,718	2,718	-
Community Based Programs (General)	51,371	51,371	-
Residential Programs and Services	3,635	3,635	-
Post-Adjudication (Secure)	372,424	372,424	-
Pre-Adjudication/Detention	194,068	194,068	-
Total Expenditures	1,679,117	1,679,117	-
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	-	-	-
FUND BALANCE, BEGINNING OF YEAR	-	-	-
FUND BALANCE, END OF YEAR	$ -	$ -	$ -

Additional Information: Refunds Paid to TJJD.

1/21/2025

S&E-24-123			M-24-123		
Final Budget	Actual	Variance Favorable (Unfavorable)	Final Budget	Actual	Variance Favorable (Unfavorable)
$ 19,657	$ 19,612	$ (45)	$ 54,703	$ 54,703	$ -
19,657	19,612	(45)	54,703	54,703	-
8,962	8,962	-	-	-	-
-	-	-	-	-	-
10,695	10,650	45	-	-	-
-	-	-	54,703	54,703	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
19,657	19,612	45	54,703	54,703	-
-	-	-	-	-	-
-	-	-	-	-	-
$ -	$ -	$ -	$ -	$ -	$ -
		$ 45			

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JEFFERSON COUNTY
JUVENILE PROBATION DEPARTMENT
TEXAS JUVENILE JUSTICE DEPARTMENT GRANT FUNDS

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED AUGUST 31, 2024

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Entity

The Texas Juvenile Justice Department Grant Funds of Jefferson County (the "Funds") were established to account for juvenile probation services funded by the Texas Juvenile Justice Department (TJJD) in Jefferson County, Texas.

The Funds provide separate accountability as required by TJJD under the State Financial Assistance Contract. The Funds are used to account for each separate program, matching funds and all related expenditures incurred.

Basis of Accounting

The financial statements were prepared in conformity with the accounting practices prescribed by TJJD, which prescribe policies and procedures for county probation departments and which constitute a comprehensive basis of accounting other than generally accepted accounting principles. These accounting practices include the following:

- The financial statements are reported using the accrual basis of accounting. Revenues are recorded when all eligibility requirements have been met and expenditures are recorded when incurred.

- The accompanying financial statements do not represent financial statements prepared in accordance with provisions for governmental funds as prescribed by the Governmental Accounting Standards Board.

- The accompanying financial statements are prepared in a format to facilitate uniform financial reporting by county probation departments.

2. RECONCILIATION OF INTEREST EARNED

Idle funds were maintained in an interest-bearing account. The reconciliation of interest earned on funds received from TJJD is as follows:

	Interest Earned TJJD Funds FY 2024	Interest Earned Title IV-E Funds FY 2024	Total Interest
Beginning balance, Sept 1, 2023	$ 148,454	$ 298,707	$ 447,161
Interest earned on funds received from the period of 9/01/23 - 8/31/24	59,902	27,204	87,106
Total interest at Aug 31, 2024	208,356	325,911	534,267
Minus interest expenditures in FY 2024	-	-	-
Ending balance, Aug 31, 2024	$ 208,356	$ 325,911	$ 534,267

3. OPERATING COSTS FOR A SECURE JUVENILE FACILITY OPERATED BY JEFFERSON COUNTY

The Department operates one secure juvenile facility – a pre-adjudication facility. The schedule of expenditures for each facility is as follows:

Operating Costs
Jefferson County Pre-Adjudication Juvenile Facility
For the Year Ended August 31, 2024

	TJJD Funding	Local Funding	Total
Salary and fringe	$ -	$ 1,858,494	$ 1,858,494
Travel and training	-	4,530	4,530
Operating expenses	-	274,751	274,751
External contracts	-	89,246	89,246
Total Operating Expenditures	$ -	$ 2,227,021	$ 2,227,021

4. FEDERAL FINANCIAL ASSISTANCE

The Texas Juvenile Justice Department administers, along with the Texas Department of Family and Protective Services, the Title IV-E Program (CFDA 93.658). TJJD disburses funds to Jefferson County Juvenile Probation Department on a cost reimbursement basis. The Department did not receive any Title IV-E funds during fiscal year 2024.

5. FINANCIAL MATCH REQUIREMENTS

To receive Texas Juvenile Department state funds, the juvenile probation departments are required to certify that the amount of local or county funds expended for juvenile services is equal to or greater than the amount spent in the 2022 county fiscal year, excluding construction and capital outlay expenses unless waived in accordance with provisions of the State Financial Assistance Fund grant. A confirmation of local funds for the year ending August 31, 2024, is required and presented below:

Local Funding Expended (less construction and capital outlay)	
FY 2024	$ 4,362,581
FY 2022	$ 3,873,371

The Juvenile Probation Department certified the financial match requirements were fulfilled in FY 2024.

STATE FINANCIAL ASSISTANCE

a. The Texas Juvenile Justice Department provided the County the following funds for the JJAEP Juvenile Reimbursement Grant funds. A confirmation of revenue receipted in the year ending August 31, 2024 is required and presented below.

Contract Number	Amount Received (Cash Basis) August 31, 2024
P-24-123	$35,518

b. The Texas Juvenile Justice Department provided the County the following funds for the Grant R - Regional Diversion Alternatives (RDA) Program Reimbursement Grant funds. A confirmation of revenue receipted in the year ending August 31, 2024 is required and presented below.

Contract Number	Amount Received (Cash Basis) August 31, 2024
R-24-123	$133,307

c. The Texas Juvenile Justice Department provided the County the following funds for the Salary Adjustment Grant Funds. A confirmation of revenue receipted in the year ending August 31, 2024 is required and presented below.

Contract Number	Amount Received (Cash Basis) August 31, 2024
SALADJ-24-123	$159,791

d. The Texas Juvenile Justice Department provided the County the following funds for the Grant SB30 Supplement Grant Funds. A confirmation of revenue receipted in the year ending August 31, 2024 is required and presented below.

Contract Number	Amount Received (Cash Basis) August 31, 2024
SB30-24-123	$50,773

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COMPLIANCE SECTION

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PATTILLO, BROWN & HILL, L.L.P.
401 West State Highway 6
Waco, Texas 76710
254.772.4901 | pbhcpa.com

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Juvenile Board and
Director of Juvenile Probation Department
Jefferson County, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to the financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*), the financial statements of the Texas Juvenile Justice Department Grant Funds of Jefferson County Juvenile Probation (Department) as of and for the year ended August 31, 2024, and the related notes to the financial statements, which collectively comprise the Department's basic financial statements, and have issued our report thereon dated February 19, 2025.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Department's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Department's internal control. Accordingly, we do not express an opinion on the effectiveness of the Department's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

OFFICE LOCATIONS
TEXAS | Waco | Temple | Hillsboro | Houston
NEW MEXICO | Albuquerque

AICPA GAQC Member

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Department's financial statements are free of material misstatement, we performed tests of its compliance with certain provision of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Department's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Department's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Restriction on Use

This report is intended solely for the information and use of the Jefferson County Juvenile Probation Department, others within the organization, and the Texas Juvenile Justice Department and is not intended to be and should not be used by anyone other than these specified parties.

Pattillo, Brown & Hill, L.L.P.

Waco, Texas
February 19, 2025

JEFFERSON COUNTY
JUVENILE PROBATION DEPARTMENT
TEXAS JUVENILE JUSTICE DEPARTMENT GRANT FUNDS

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

FOR THE YEAR ENDED AUGUST 31, 2024

There were no findings or questioned costs in the current year.

JEFFERSON COUNTY
JUVENILE PROBATION DEPARTMENT
TEXAS JUVENILE JUSTICE DEPARTMENT GRANT FUNDS

SCHEDULE OF PRIOR-YEAR FINDINGS AND QUESTIONED COSTS

FOR THE YEAR ENDED AUGUST 31, 2024

There were no findings or questioned costs in the prior year.

EVERETT D. CORMIER, SR.
Constable Precinct 6

1225 Pearl Street, Suite 101A
Beaumont, TX 77701-3639
Telephone: (409) 839-2339
Facsimile: (409) 839-2390

February 19, 2025

Subject: Budget Modification Request - Funding for Transition Operational Costs of Constable Precinct 6 Office

Dear County Auditor & Jefferson County Commissioners,

I am reaching out to request a modification to the approved budget for the 2024-2025 fiscal year in order to allocate funds for the changeover operation costs of the Constable Precinct 6 office.

This modification aims to help our office comply with emerging requirements. Please find attached the documentation outlining the specific revisions to the budget line items for your review and approval.

These funds will be allocated to cover the operational and transition expenses for the Constable Precinct 6 office:

120-3070-425-3017 – CLOTHING - $8,683.65

- I would like to seek approval to update our office uniforms. The current uniforms in Precinct 6 have not been refreshed since 1996, and their outdated style hampers our efficiency in carrying out essential tasks. I have identified a selection of high-quality, durable uniforms featuring a contemporary design that aligns with our law enforcement branding and job responsibilities.
- I also have three new staff members who need specific duty and safety equipment to effectively carry out their assigned tasks.

120-3070-425-3078 – OFFICE SUPPLIES - $787.54

- I would like to request a budget adjustment to acquire toner for our new printers, which are crucial for sustaining productivity and preventing any shortages.

120-3070-425-3084 – MINOR EQUIPMENT- ~~$6,963.72~~ 6,693.72 pp (the to spreadsheet)

- Request authorization for acquiring a range of minor equipment supplies:
  - It is crucial that we have the necessary tool of ballistic protection. Effective body armor serves as a safeguard against potential gunfire and various types of violence.
  - I would like to request a guest chair for my office to resolve the inconvenience of having to bring in a chair for each meeting. Additionally, our current furniture is over 15 years old and shows considerable wear and tear. This furniture was damaged due to a water leak in the building and has not been replaced. It no longer meets the needs of our expanding team and lacks ergonomic design, which can lead to discomfort and potential health issues for our employees.

120-3070-425-4011- EQUIPMENT- MISC. - $277.16

- A car jump starter ensures you're ready for unexpected battery failures. Depending on strangers or waiting for roadside assistance can be both time-consuming and inconvenient. With a portable jump starter, you can swiftly and independently tackle battery issues, saving you time and eliminating stress.

120-3070-425-3090 MISC. SERVICE - $556.96

- Booth and Presentation Materials
  - My office aims to engage in community outreach initiatives throughout the county. To showcase our services effectively and leave a lasting impression on the public, I recommend acquiring materials needed for a booth setup and a public outreach presentation.

In summary, despite the fact that this requires a substantial investment, I strongly believe it is essential for the ongoing growth and success of the Constable Pct. 6 office's transition. I would be glad to provide additional details and address any questions you may have about this budget modification request.

Thank you for your consideration, and I eagerly await your approval.

Sincerely,

Constable Everett D. Cormier, Sr.
Jefferson County Constable Pct. 6

Purchase Requisition for Pct. 6 Constable/Deputy Constables

CLOTHING				
Account No.		Budget Adjustment		$8,683.65
120 3070 425 3078				

Date	Vendor	Item	Description/Notes	Vendor Code	QTY.	Price	Total
2/19/2025	BLAUER	Tactical -Shirts Black	BLAUER SS SHIRTS - #8362/8362w	209797	15	$71.99	$1,079.85
	BLAUER	Tactical -Shirts Black	BLAUER LS SHIRTS - #8361/8361w	209797	9	$78.99	$710.91
	BLAUER	Tactical -Shirts Black	BLAUERLSS Formal SHIRTS - #8671/8671w	209797	6	$91.99	$551.94
	BLAUER	Tactical -Shirts Black	BLAUER SS Formal SHIRTS - #8671/8671w	209797	6	$85.99	$515.94
	BLAUER	Tactical -Shirts Black	BLAUER SS Carrier Cover #8360XP	209797	5	$152.99	$764.95
	BLAUER	Tactical Pants-BDUs	BLAUER Tactical Pants #8666/8666w	209797	18	$98.99	$1,781.82
				BLAUER			$5,405.41
	Gall's Inc.	Tactical Mid Waterproof Boots	Merrell Men's Nova 3 Tactical Mid Waterproof Boots	209038	2	$164.95	$329.90
	Gall's Inc.	Tactical Duty Belt	Safariland Model 87V Sam Browne Duty Belt	209038	3	$96.50	$289.50
	Gall's Inc.	Tactical Duty Belt	Safariland Buckleless Reversible Duty Belt, 1.5	209038	3	$52.50	$157.50
	Gall's Inc.	Retention Holster	Safariland 6360 ALS/SLS L3 Mid-Ride Retention Holster	209038	2	$237.75	$475.50
	Gall's Inc.	Magazine Holder	Safariland Double Magazine Holder Model #83	209038	2	$53.50	$107.00
	Gall's Inc.	Belt Keepers	4-Pack 2-Button Belt Keepers	209038	3	$33.00	$99.00
	Gall's Inc.	Safety Blade Eyewear	Crossfire Safety Blade Eyewear	209038	5	$12.99	$64.95
				GALL'S			$1,523.35
	Blackhawk	Duty Holster	Blackhawk Serpa L# Duty Holster	204414	1	$165.00	$165.00
	Blackhawk	Duty Holster	Blackhawk Serpa CQC - Carbon Fiber Finish	204414	1	$64.95	$64.95
				BLACKHAWK			$229.95
	Discount Uniform	Reflective Traffic Vest	Constable Traffic Vest	204571	3	$39.99	$119.97
	Discount Uniform	Reflective Raincoat	Constable Raincoat	204571	3	$79.99	$239.97
				DISCOUNT UNIFORMS			$359.94
	Cocomo Joe's	Uniform Patches	Embroidered Patch - Set-up Fee	31866	2	$50.00	$100.00
	Cocomo Joe's	Uniform Patches	Embroidered Patch -	31866	150	$2.30	$345.00
	Cocomo Joe's	Uniform Alterations	Logo Embroidery Uniform Shirts - Office Logo on 5 shirts	31866	45	$10.00	$450.00
		Uniform Alterations	Name Embroidery on Uniform Shirts	31866	27	$10.00	$270.00
				COCOMO JOE'S			$1,165.00
					Totals	$1,654.36	$8,683.65

Purchase Requisition for Pct. 6 Constable/Deputy Constables

OFFICE SUPPLIES

Account No.		Budget Adjustment		$787.54			
120 3070 425 3078							
Date	**Vendor**	**Item**	**Description/Notes**	**Vendor Code**	**QTY.**	**Price**	**Total**
2/19/2025	ODP Solution	Toner Cartridges	Canon 069 Black Toner Cartridge 09351087	209797	2	$91.96	$183.92
		Toner Cartridges	Canon 069 Yellow Toner Cartridge 6453851	209797	2	$99.44	$198.88
		Toner Cartridges	Canon 069 Cyan Toner Cartridge 9810681	209797	2	$101.06	$202.12
		Toner Cartridges	Canon 069 Magenta Toner Cartridge 9229683	209797	2	$101.31	$202.62
					Totals	**$393.77**	**$787.54**

Purchase Requisition for Pct. 6 Constable/Deputy Constables

MINOR EQUIPMENT

Account No.		Budget Adjustment		$6,693.72			
120 3070 425 3084							

Date	Vendor	Item	Description/Notes	Vendor Code	QTY.	Price	Total
2/19/2025	Gall's Inc.	Ballistic Vest	G-Force L3A Concealable Ballistic vest with Extra Carrier	209038	4	$1,296.95	$5,187.80
	Gall's Inc.	Flashlight	Streamlight Stinger DS LED HL Rechargeable Flashlight	209038	3	$182.95	$548.85
	Gall's Inc.	Holder - Flashlight	Safariland Open Top Mini-Flashlight Holder	209038	3	$44.00	$132.00
						Gall's	$5,868.65
	Staples	Captain's Guest Arm Chair	BOSS Captain's Guest Arm Chair, Burgundy	11804	1	$163.09	$163.09
	Amazon	L-Shape Desk	Bush Furniture Cabot 72W L Shaped Computer Desk	211253	1	$362.00	$362.00
	Amazon	L-Shape Desk	L-Shaped Desk with 2 Storage Drawers	211253	2	$149.99	$299.98
						Staples/ Amazon/FedEx	$825.07
					Totals	**$2,198.98**	**$6,693.72**

Purchase Requisition for Pct. 6 Constable/Deputy Constables

Miscellaneous Service			
Account No.	**Budget Adjustment**		**$556.96**
120 3070 425 3090			

Date	Vendor	Item	Description/Notes	Vendor Code	QTY.	Price	Total
2/19/2025	Amazon	Personalized Tablecloth for Events	Personalized Tablecloth for Events - 96x54 Polyester Fabric	211253	1	$59.99	$59.99
	Amazon	Custom Backdrop Banner for Events	JJ's Promo custom Step 10ft Wrinkle Free Fabric Banner Stand Backdrop; Aluminum Tick Step and Repeat Stand (included)	211253	1	$289.98	$289.98
	FedEx	Retractable banner for Events	Custom retractable banner in a nylon case; Vertical 32inx80in; Single-Sided	206121	1	$189.00	$189.00
	FedEx	Table top banner for events	Table Top banner; 11inx17in; vertical; full color; small tripod	206121	1	$17.99	$17.99
						Amazon/FedEx	$556.96
					Totals	**$556.96**	**$556.96**

Purchase Requisition for Pct. 6 Constable/Deputy Constables

EQUIPMENT-MISC.

Account No.
120 3070 425 4011

Budget Adjustment **$277.16**

Date	Vendor	Item	Description/Notes	Vendor Code	QTY.	Price	Total
2/19/2025	Amazon	Jump Starter 6000A Car Battery Jumper Starter Portable	OXIAM Jump Starter 6000A Battery Jumper Portable, 12V Jump Box with Jumper Cables	211253	4	$69.29	$277.16
					Totals	**$69.29**	**$277.16**

EVERETT D. CORMIER, SR.
Constable Precinct 6

1225 Pearl Street, Suite 101A
Beaumont, TX 77701-3639
Telephone: (409) 839-2339
Facsimile: (409) 839-2390

February 19, 2025

Subject: Request for Budget Adjustment - Funding for Tactical Knives for Deputies at Constable Precinct 6

Dear County Auditor & Jefferson County Commissioners,

Please place on the Commissioners' Court agenda for **February 25, 2025** the following item for consideration:

(a) Review and potentially authorize funding of $270.00 for line item 3084 - Minor Equipment:

Please evaluate and potentially approve the purchase of three (3) Lifesaver knives for the deputies of Constable Precinct 6. These tactical knives are versatile tools specifically designed for law enforcement, focusing on durability, functionality, and swift deployment in critical scenarios. The equipment they have on hand can significantly impact the outcome of various situations.

Thank you for your consideration, and I eagerly await your approval.

Sincerely,

Constable Everett D. Cormier, Sr.
Jefferson County Constable Pct. 6

NAME	AMOUNT	CHECK NO.[258]	TOTAL
JURY FUND			
CHAPMAN VENDING	229.80	525983	
			229.80**
ROAD & BRIDGE PCT.#1			
ENTERGY	90.39	525844	
M&D SUPPLY	258.05	525850	
ROMCO EQUIPMENT, INC.	3,023.55	525862	
ACE IMAGEWEAR	75.22	525865	
SOUTHERN TIRE MART, LLC	1,014.32	525875	
PUMPTEX, INC.	19,990.10	525902	
ADVANCE AUTO PARTS	7.34	525937	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	525975	
MASSEY SERVICES INC	40.00	526006	
			24,696.97**
ROAD & BRIDGE PCT.#2			
EASTEX RUBBER & GASKET	39.17	525838	
RITTER @ HOME	32.97	525861	
ACE IMAGEWEAR	19.92	525865	
TEXAS ASSOCIATION OF COUNTIES	275.00	525870	
BUMPER TO BUMPER	892.26	525915	
CENTERPOINT ENERGY RESOURCES CORP	389.85	525916	
NEW WAVE WELDING TECHNOLOGY	27.90	525924	
SILSBEE FORD INC	1,976.60	525940	
CY-FAIR TIRE	387.69	525961	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	525975	
BLADES GROUP LLC	1,578.00	525981	
			5,817.36**
ROAD & BRIDGE PCT. # 3			
BEAUMONT TRACTOR COMPANY	3,153.22	525832	
ENTERGY	30.45	525844	
PHILPOTT MOTORS, INC.	807.02	525856	
ACE IMAGEWEAR	107.24	525865	
SMART'S TRUCK & TRAILER, INC.	186.00	525866	
S.E. TEXAS BUILDING SERVICE	162.50	525867	
ON TIME TIRE	225.00	525932	
ODP BUSINESS SOLUTIONS, LLC	136.87	525990	
			4,808.30**
ROAD & BRIDGE PCT.#4			
CASH ADVANCE ACCOUNT	1,562.73	525847	
AT&T	57.07	525869	
PETROLEUM SOLUTIONS, INC.	517.00	525914	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	525975	
			2,334.80**
ENGINEERING FUND			
FUNCTION 4 LLC - WELLS FARGO FINANC	550.00	525975	
			550.00**
PARKS & RECREATION			
SETZER HARDWARE, INC.	17.08	525864	
LOWE'S HOME CENTERS, INC.	304.32	525903	
MARTIN MARIETTA MATERIALS	14,843.94	525947	
AMAZON CAPITAL SERVICES	332.18	525995	
GFL ENVIRONMENTAL	789.19	526009	
			16,286.71**
GENERAL FUND			
MCGRIFF INSURANCE SERVICES, INC	536,055.27	525992	
			536,055.27*
TAX OFFICE			
UNITED STATES POSTAL SERVICE	725.65	525899	
FUNCTION 4 LLC - WELLS FARGO FINANC	792.00	525975	
SUMMIT FIRE & SECURITY	56.35	525985	
MASSEY SERVICES INC	40.00	526006	
			1,614.00*
COUNTY HUMAN RESOURCES			

NAME	AMOUNT	CHECK NO.[259]	TOTAL
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	525975	
			198.00*
AUDITOR'S OFFICE			
UNITED STATES POSTAL SERVICE	28.90	525899	
FUNCTION 4 LLC - WELLS FARGO FINANC	422.00	525975	
			450.90*
COUNTY CLERK			
FED EX	16.50	525840	
UNITED STATES POSTAL SERVICE	250.78	525899	
FUNCTION 4 LLC - WELLS FARGO FINANC	818.00	525975	
ODP BUSINESS SOLUTIONS, LLC	60.18	525990	
			1,145.46*
COUNTY JUDGE			
JOHN EUGENE MACEY	500.00	525851	
UNITED STATES POSTAL SERVICE	5.39	525899	
ROCKY LAWDERMILK	1,800.00	525905	
THOMSON REUTERS-WEST	137.38	525938	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	525975	
			2,640.77*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	1.25	525899	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	525975	
			199.25*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	222.39	525899	
			222.39*
PRINTING DEPARTMENT			
BOSWORTH PAPERS	1,160.05	525979	
AMAZON CAPITAL SERVICES	278.40	525995	
			1,438.45*
PURCHASING DEPARTMENT			
UNITED STATES POSTAL SERVICE	1.94	525899	
CINTAS CORPORATION	111.52	525948	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	525975	
ODP BUSINESS SOLUTIONS, LLC	521.49	525990	
			832.95*
GENERAL SERVICES			
CASH ADVANCE ACCOUNT	30.00	525847	
SPINDLETOP MHMR	38,220.33	525849	
NUTRITION & SERVICES FOR SENIORS	65,000.00	525854	
MCGRIFF INSURANCE SERVICES, INC	1,072,110.55	525992	
			1,175,360.88*
DATA PROCESSING			
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	525975	
INFO TECH RESEARCH GROUP INC	59,206.94	526007	
			59,404.94*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	320.87	525899	
			320.87*
ELECTIONS DEPARTMENT			
BAY TECH LABEL, INC.	105.01	525907	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	525975	
			303.01*
DISTRICT ATTORNEY			
UNITED STATES POSTAL SERVICE	109.29	525899	
FUNCTION 4 LLC - WELLS FARGO FINANC	1,016.00	525975	
WALMART CAPITAL ONE	9.88	525986	
			1,135.17*
DISTRICT CLERK			
UNITED STATES POSTAL SERVICE	453.68	525899	

NAME	AMOUNT	CHECK NO.[260]	TOTAL
FUNCTION 4 LLC	600.00	525950	
REXEL USA INC	118.00	525954	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	525975	
CHAPMAN VENDING	138.36	525983	
ODP BUSINESS SOLUTIONS, LLC	87.54	525990	
			1,595.58*
CRIMINAL DISTRICT COURT			
MARSHA NORMAND	8,750.00	525853	
UNITED STATES POSTAL SERVICE	41.94	525899	
ADA V. CHRISTY, CSR	891.00	525908	
KIMBERLY R. BROUSSARD	8,365.50	525925	
FUNCTION 4 LLC - WELLS FARGO FINANC	396.00	525975	
ODP BUSINESS SOLUTIONS, LLC	75.46	525990	
			18,519.90*
58TH DISTRICT COURT			
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	525975	
			198.00*
60TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	2.04	525899	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	525975	
			200.04*
136TH DISTRICT COURT			
TERI DAIGLE, CSR, RPR	320.00	525882	
UNITED STATES POSTAL SERVICE	8.75	525899	
			328.75*
172ND DISTRICT COURT			
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	525975	
ODP BUSINESS SOLUTIONS, LLC	630.22	525990	
			828.22*
252ND DISTRICT COURT			
MIKE VAN ZANDT	8,750.00	525874	
UNITED STATES POSTAL SERVICE	9.64	525899	
M.K. HAMZA, PHD, P.A.	1,800.00	525936	
MATUSKA LAW FIRM	800.00	525942	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	525975	
			11,557.64*
279TH DISTRICT COURT			
ANITA F. PROVO	1,182.50	525859	
NATHAN REYNOLDS, JR.	1,694.00	525860	
GERMER PLLC	550.00	525878	
UNITED STATES POSTAL SERVICE	.97	525899	
GLEN M. CROCKER	440.00	525901	
LANGSTON ADAMS	770.00	525906	
KIMBERLY PHELAN, P.C.	1,485.00	525917	
REAUD MORGAN & QUINN LLP	220.00	525926	
ALLEN PARKER	330.00	525929	
THOMSON REUTERS-WEST	63.00	525938	
JENNIFER DELAGE	1,155.00	525949	
THE PARDUE LAW FIRM, PLLC	1,441.00	525969	
ALICIA K HALL PLLC	2,706.00	525970	
SHELANDER LAW OFFICE	2,970.00	525984	
ODP BUSINESS SOLUTIONS, LLC	216.68	525990	
JULIANNA NICKS	418.00	526003	
			15,642.15*
317TH DISTRICT COURT			
CHARLES ROJAS	650.00	525881	
KIMBERLY PHELAN, P.C.	325.00	525917	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	525975	
ODP BUSINESS SOLUTIONS, LLC	79.99	525990	
			1,252.99*
JUSTICE COURT-PCT 1 PL 1			
TEXAS ASSOCIATION OF COUNTIES	70.00	525871	
UNITED STATES POSTAL SERVICE	109.72	525899	
THOMSON REUTERS-WEST	137.38	525938	

NAME	AMOUNT	CHECK NO.261	TOTAL
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	525975	
			515.10*
JUSTICE COURT-PCT 1 PL 2			
HERNANDEZ OFFICE SUPPLY, INC.	437.44	525845	
UNITED STATES POSTAL SERVICE	56.86	525899	
			494.30*
JUSTICE COURT-PCT 2			
ODP BUSINESS SOLUTIONS, LLC	307.38	525990	
			307.38*
JUSTICE COURT-PCT 4			
AT&T	57.07	525869	
ODP BUSINESS SOLUTIONS, LLC	78.84	525990	
			135.91*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	43.15	525899	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	525975	
DIRECTV, LLC	99.24	525987	
			340.39*
JUSTICE COURT-PCT 7			
KIRKSEY'S SPRINT PRINTING	24.95	525848	
			24.95*
JUSTICE OF PEACE PCT. 8			
CASH ADVANCE ACCOUNT	648.30	525847	
HIGGINBOTHAM INSURANCE AGENCY INC	71.00	525945	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	525975	
			917.30*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	11.61	525899	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	525975	
CHAPMAN VENDING	110.90	525983	
			320.51*
COUNTY COURT AT LAW NO. 2			
JACK LAWRENCE	350.00	525831	
DONALD BOUDREAUX	425.00	525833	
A. MARK FAGGARD	1,350.00	525839	
MARVA PROVO	400.00	525858	
UNITED STATES POSTAL SERVICE	20.01	525899	
LAURIE PEROZZO	875.00	525928	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	525975	
			3,618.01*
COUNTY COURT AT LAW NO. 3			
TODD W LEBLANC	700.00	525829	
A. MARK FAGGARD	300.00	525839	
NATHAN REYNOLDS, JR.	350.00	525860	
UNITED STATES POSTAL SERVICE	11.73	525899	
LAURIE PEROZZO	250.00	525928	
LAW OFFICE OF GILES R COLE & ASSOC	550.00	525980	
RAEGAN MINALDI	300.00	526005	
			2,461.73*
COURT MASTER			
UNITED STATES POSTAL SERVICE	1.38	525899	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	525975	
			199.38*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	1.38	525899	
			1.38*
COMMUNITY SUPERVISION			
FUNCTION 4 LLC - WELLS FARGO FINANC	792.00	525975	
AMAZON CAPITAL SERVICES	119.97	525995	
			911.97*
SHERIFF'S DEPARTMENT			

NAME	AMOUNT	CHECK NO.[262]	TOTAL
MOORMAN & ASSOCIATES, INC.	2,020.00	525852	
UNITED STATES POSTAL SERVICE	2,640.77	525899	
GALLS LLC	1,691.19	525946	
FUNCTION 4 LLC - WELLS FARGO FINANC	990.00	525975	
BEAUMONT OCCUPATIONAL SERVICES	995.25	525996	
			8,337.21*
CRIME LABORATORY			
FED EX	32.35	525842	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	525975	
AMAZON CAPITAL SERVICES	27.18	525995	
PEIFER SECURITY SOLUTIONS LLC	545.00	525998	
			802.53*
JAIL - NO. 2			
A&A EQUIPMENT	56.94	525826	
ECOLAB	496.66	525837	
W.W. GRAINGER, INC.	191.18	525843	
TEXAS GAS SERVICE	1,472.48	525909	
PETROLEUM SOLUTIONS, INC.	217.00	525914	
SOUTHEAST TEXAS STARTER	103.73	525921	
TEXAS COMMISSION ON LAW ENFORCEMENT	70.00	525923	
INDUSTRIAL & COMMERCIAL MECHANICAL	4,860.50	525934	
THOMSON REUTERS-WEST	3,877.73	525938	
GALLS LLC	1,206.48	525946	
FERGUSON ENTERPRISES INC	8,116.93	525951	
MOORE-ALL TEX SUPPLY	178.85	525955	
US CORRECTIONS LLC	3,946.00	525960	
TRINITY SERVICES GROUP INC	51,545.53	525962	
COMMERCIAL KITCHEN PARTS & SERVICE	45.68	525965	
FUNCTION 4 LLC - WELLS FARGO FINANC	1,636.00	525975	
WALMART CAPITAL ONE	479.26	525986	
MCGRIFF INSURANCE SERVICES, INC	9,472.86	525991	
RA LOCK SECURITY SOLUTIONS INC	952.84	526000	
			88,926.65*
JUVENILE PROBATION DEPT.			
UNITED STATES POSTAL SERVICE	17.15	525899	
FUNCTION 4 LLC - WELLS FARGO FINANC	594.00	525975	
			611.15*
JUVENILE DETENTION HOME			
OVERHEAD DOOR CO.	366.00	525855	
SANITARY SUPPLY, INC.	669.68	525863	
CHARMTEX INC.	979.30	525911	
BEN E KEITH COMPANY	4,328.45	525913	
CENTERPOINT ENERGY RESOURCES CORP	825.39	525916	
A1 FILTER SERVICE COMPANY	299.00	525931	
INDUSTRIAL & COMMERCIAL MECHANICAL	3,262.46	525934	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	525975	
			10,928.28*
CONSTABLE PCT 1			
UNITED STATES POSTAL SERVICE	37.71	525899	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	525975	
			235.71*
CONSTABLE-PCT 4			
AT&T	57.07	525869	
JIM CROLEY	107.00	525952	
			164.07*
CONSTABLE-PCT 6			
CDW COMPUTER CENTERS, INC.	568.10	525877	
UNITED STATES POSTAL SERVICE	16.38	525899	
THOMSON REUTERS-WEST	137.38	525938	
AMAZON CAPITAL SERVICES	18.00	525995	
ONSITE DECALS LLC	1,135.00	526008	
			738.66*
CONSTABLE PCT. 8			
KIRKSEY'S SPRINT PRINTING	49.90	525848	
TEXAS STATE UNIVERSITY SAN MARS	660.00	525868	

NAME	AMOUNT	CHECK NO.[263]	TOTAL
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	525975	
			907.90*
COUNTY MORGUE			
FORENSIC MEDICAL	95,760.00	525959	
			95,760.00*
AGRICULTURE EXTENSION SVC			
TYLER FITZGERALD	92.68	525958	
FUNCTION 4 LLC - WELLS FARGO FINANC	422.00	525975	
WALMART CAPITAL ONE	88.18	525986	
ODP BUSINESS SOLUTIONS, LLC	265.74	525990	
			868.60*
HEALTH AND WELFARE NO. 1			
CALVARY MORTUARY	900.00	525834	
MCKESSON MEDICAL-SURGICAL INC	39.44	525879	
UNITED STATES POSTAL SERVICE	119.38	525899	
THOMSON REUTERS-WEST	161.90	525938	
FUNCTION 4 LLC - WELLS FARGO FINANC	396.00	525975	
EZEA D EDE MD	3,490.91	525976	
			5,028.75*
HEALTH AND WELFARE NO. 2			
NSO - NURSES SERVICE ORGANIZATION	127.00	525827	
MCKESSON MEDICAL-SURGICAL INC	67.35	525879	
THOMSON REUTERS-WEST	161.89	525938	
FUNCTION 4 LLC - WELLS FARGO FINANC	396.00	525975	
EZEA D EDE MD	3,490.91	525976	
ODP BUSINESS SOLUTIONS, LLC	370.06	525990	
			4,613.21*
NURSE PRACTITIONER			
LESLIE RIGGS	120.00	525944	
SERVET MUHITTIN SATIR	1,000.00	525982	
			1,120.00*
ENVIRONMENTAL CONTROL			
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	525975	
			198.00*
INDIGENT MEDICAL SERVICES			
CARDINAL HEALTH 110 INC	13,234.78	525939	
CLIFTON R LEWIS	600.00	526013	
			13,834.78*
EMERGENCY MANAGEMENT			
VERIZON WIRELESS	150.00	525897	
			150.00*
MAINTENANCE-BEAUMONT			
ACE IMAGEWEAR	233.82	525865	
TRIANGLE ENGINE DIST.	97.69	525873	
LOWE'S HOME CENTERS, INC.	236.55	525903	
SHERWIN-WILLIAMS	76.26	525927	
A1 FILTER SERVICE COMPANY	927.50	525931	
INDUSTRIAL & COMMERCIAL MECHANICAL	256.00	525934	
CINTAS CORPORATION	117.36	525948	
AT&T CORP	5,611.67	525978	
RALPH'S INDUSTRIAL ELECTRONICS SUPP	38.23	525993	
MASSEY SERVICES INC	163.00	526006	
			7,758.08*
MAINTENANCE-PORT ARTHUR			
SANITARY SUPPLY, INC.	1,016.88	525863	
SOLAR	91.32	525900	
LOWE'S HOME CENTERS, INC.	111.03	525903	
BAKER DISTRIBUTING COMPANY	247.33	525912	
INDUSTRIAL & COMMERCIAL MECHANICAL	759.65	525934	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	525975	
PARKER'S BUILDING SUPPLY	39.93	525994	
AMAZON CAPITAL SERVICES	249.82	525995	
			2,713.96*
MAINTENANCE-MID COUNTY			

NAME	AMOUNT	CHECK NO.[264]	TOTAL
CENTERPOINT ENERGY RESOURCES CORP	810.51	525916	
JUST IN TIME LOCK AND KEY	1,524.00	526002	
			2,334.51*
SERVICE CENTER			
J.K. CHEVROLET CO.	364.90	525846	
PHILPOTT MOTORS, INC.	188.13	525856	
JEFFERSON CTY. TAX OFFICE	7.50	525883	
JEFFERSON CTY. TAX OFFICE	7.50	525884	
JEFFERSON CTY. TAX OFFICE	22.00	525885	
JEFFERSON CTY. TAX OFFICE	7.50	525886	
JEFFERSON CTY. TAX OFFICE	7.50	525887	
JEFFERSON CTY. TAX OFFICE	7.50	525888	
JEFFERSON CTY. TAX OFFICE	7.50	525889	
JEFFERSON CTY. TAX OFFICE	7.50	525890	
JEFFERSON CTY. TAX OFFICE	7.50	525891	
JEFFERSON CTY. TAX OFFICE	7.50	525892	
JEFFERSON CTY. TAX OFFICE	7.50	525893	
JEFFERSON CTY. TAX OFFICE	7.50	525894	
JEFFERSON CTY. TAX OFFICE	7.50	525895	
JEFFERSON CTY. TAX OFFICE	7.50	525896	
BUMPER TO BUMPER	2,180.19	525915	
MIGHTY OF SOUTHEAST TEXAS	133.69	525930	
SPANKY'S WRECKER SERVICE INC	150.00	525933	
ADVANCE AUTO PARTS	5.78	525937	
TILLS TOOLS	692.90	526012	
			3,823.53*
VETERANS SERVICE			
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	525975	
			198.00*
			2,091,747.47**
MOSQUITO CONTROL FUND			
ADAPCO LLC	37,312.00	525828	
CENTERPOINT ENERGY RESOURCES CORP	806.30	525916	
SIMCO AUTOMOTIVE INC	156.00	525935	
ALL TERRAIN EQUIPMENT CO	347.53	525953	
O'REILLY AUTO PARTS	312.91	525956	
MCGRIFF INSURANCE SERVICES, INC	22,385.58	525991	
			61,320.32**
J.C. FAMILY TREATMENT			
MARY BEVIL	1,290.50	525968	
			1,290.50**
SECURITY FEE FUND			
ALLIED UNIVERSAL SECURITY SERVICES	7,311.59	525964	
			7,311.59**
LAW LIBRARY FUND			
THOMSON REUTERS-WEST	525.68	525938	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	525975	
			723.68**
EMPG GRANT			
VERIZON WIRELESS	217.55	525897	
FUNCTION 4 LLC - WELLS FARGO FINANC	550.00	525975	
			767.55**
JUVENILE PROB & DET. FUND			
ATASCOSA COUNTY	7,750.00	526014	
			7,750.00**
GRANT A STATE AID			
DELL MARKETING L.P.	1,144.87	525836	
YOUTH ADVOCATE PROGRAMS INC	3,590.30	525919	
TCSI, LLC	4,723.36	525967	
			9,458.53**
COMMUNITY SUPERVISION FND			
UNITED STATES POSTAL SERVICE	159.10	525899	
REDWOOD TOXICOLOGY LABORATORY, INC	355.01	525918	

NAME	AMOUNT	CHECK NO.[265]	TOTAL
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	525975	
ODP BUSINESS SOLUTIONS, LLC	220.06	525990	
			932.17**
COMMUNITY CORRECTIONS PRG			
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	525975	
			198.00**
DRUG DIVERSION PROGRAM			
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	525975	
			198.00**
SHERIFF'S TRAINING GRANT			
EAN SERVICES LLC	850.74	525943	
			850.74**
SCAAP GRANT			
MOTOROLA SOLUTIONS INC	857.15	525876	
JUSTICE BENEFITS INC	6,047.46	525963	
			6,904.61**
COUNTY RECORDS MANAGEMENT			
PRESERVATION TEXAS ALLIANCE	100.00	525857	
TYRRELL HISTORICAL LIBRARY	50.00	525910	
ODP BUSINESS SOLUTIONS, LLC	19.75	525990	
NATIONAL ALLIANCE OF PRESERVATION	150.00	526001	
			319.75**
CJD SHERIFF GRANTS			
CDW COMPUTER CENTERS, INC.	14,039.75	525877	
			14,039.75**
HOTEL OCCUPANCY TAX FUND			
CASH ADVANCE ACCOUNT	953.69	525847	
TRIANGLE BLUE PRINT CO., INC.	294.50	525872	
FERGUSON ENTERPRISES INC	214.59	525951	
AT&T CORP	265.00	525978	
ODP BUSINESS SOLUTIONS, LLC	400.96	525990	
MCGRIFF INSURANCE SERVICES, INC	15,397.67	525992	
AMAZON CAPITAL SERVICES	59.94	525995	
MASSEY SERVICES INC	25.00	526006	
			17,611.35**
DISTRICT CLK RECORDS MGMT			
FUNCTION 4 LLC - WELLS FARGO FINANC	396.00	525975	
			396.00**
AIRPORT FUND			
SPIDLE & SPIDLE	1,346.07	525830	
CURETON & SON	260.00	525835	
FED EX	71.39	525841	
UNITED STATES POSTAL SERVICE	4.14	525899	
LOMBARDO'S TREE SERVICE	2,000.00	525904	
CENTERPOINT ENERGY RESOURCES CORP	1,360.15	525916	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	21.58	525941	
TITAN AVIATION FUELS	155,036.76	525957	
ADB SAFEGATE AMERICAS LLC	2,300.04	525966	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	525975	
SUNSTATE EQUIPMENT CO., LLC	360.49	525988	
CHARTER COMMUNICATIONS	125.65	525989	
MCGRIFF INSURANCE SERVICES, INC	278,838.58	525992	
TRIANGLE EQUIPMENT II LLC	76.00	526004	
MASSEY SERVICES INC	22.00	526006	
			442,020.85**
SE TX EMP. BENEFIT POOL			
LANTERN SPECIALTY CARE	165.60	526010	
			165.60**
SETEC FUND			
MCGRIFF INSURANCE SERVICES, INC	517,703.39	525992	
			517,703.39**
SHERIFF'S FORFEITURE FUND			

NAME	AMOUNT	CHECK NO.[266]	TOTAL
MCGRIFF INSURANCE SERVICES, INC	9,295.70	525991	
			9,295.70**
LANGUAGE ACCESS FUND			
RUBEN ZAPATA	200.00	525997	
ERIKA BURGE	200.00	526011	
			400.00**
ARPA CORONAVIRUS RECOVERY			
TIDAL BASIN GOVERNMENT CONSULTING	14,245.00	525977	
			14,245.00**
APPELLATE JUDICIAL SYSTEM			
9TH COURT OF APPEALS	2,304.88	525922	
			2,304.88**
MARINE DIVISION			
ADVANCED SYSTEMS & ALARM SERVICES,	120.00	525880	
THE DINGO GROUP-PETE JORGENSON MARI	254.18	525920	
MCGRIFF INSURANCE SERVICES, INC	100,371.86	525991	
MCGRIFF INSURANCE SERVICES, INC	26,085.82	525992	
MASSEY SERVICES INC	166.50	526006	
			126,998.36**
SHERIFF - COMMISSARY			
WALMART CAPITAL ONE	177.84	525986	
GUARDIAN RFID	3,839.75	525999	
			4,017.59**
			3,393,695.32***

Resolution

STATE OF TEXAS § COMMISSIONERS COURT
§
COUNTY OF JEFFERSON § OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 25 day of February 2025, on motion made by Michael S. Sinegal, Commissioner of Precinct No. 3, and seconded by Everette Bo Alfred, Commissioner of Precinct No. 4, the following Resolution was adopted:

WHEREAS, ***Reginald C. Boykin, Sr.***, has devoted 32 years and 3 months of his life serving the people of Jefferson County with pride and professionalism; and

WHEREAS, ***Reginald C. Boykin, Sr.***, has dedicated his talents and pledged his services as a Correctional Officer, Patrol Deputy, Narcotics Investigator and promoting to a Captain in The Warrant Division; He also served as a member of the SWAT Team as a Hostage Negotiator; and

WHEREAS, through hard work and commitment to excellence, ***Reginald C. Boykin, Sr.,*** has earned the respect of his colleagues and the citizens of Jefferson County; and

WHEREAS, having made a significant contribution to the Jefferson County Sheriffs' Office, ***Reginald C. Boykin, Sr.,*** is recognized for his unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will be missed by his friends and co-workers.

NOW THEREFORE, BE IT RESOLVED that the Jefferson County Commissioners Court does hereby honor and commend ***Reginald C. Boykin, Sr.***, for his dedicated service as a valuable employee of Jefferson County and wishes him well in his retirement.

SIGNED this 25 day of February, 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

SAP Litmos

DIR Texas Department of Information Resources

CERTIFICATE OF TRAINING

This Certifies That

KATE CARROLL

JEFFERSON COUNTY

Has successfully completed the
Cybersecurity Awareness training program requirement for

FY2025 - TX CYBERSECURITY COURSE - HB3834 (1 HOUR)

01/07/2025

COMPLETION DATE

TEXAS SECRETARY OF STATE

83894031

KATE CARROLL
Jefferson County
Tax Assessor Collector

Mailing • P.O. Box 2112 • Beaumont, Texas 77704-2112
Physical Address •1149 Pearl • Beaumont, Texas 77701
Phone: 409-835-8516 • Fax: 409-835-8589

Chief Deputy Operations – Michelle Farnie * Chief Deputy Finance – Cindy Savant, P.C.C.

Tax Refund Determination

Taxpayer name:	Express
Address:	P.O. Box 181000, Columbus, OH 43218
Account Number:	700000-000/195755-00000
Amount of Refund:	$3,272.66
Reason:	Taxpayer paid incorrect amount. Taxpayer paid the same amount as the 2023 tax levy.

Upon review, by the Tax Office and Auditor's department, both agreed for placement of an agenda item on the Commissioners' Court agenda for approval as required by Tax Code Section 31.11.

Kate Carroll — 2/17/25

Kate Carroll
Jefferson County Tax Assessor-Collector

County Auditor employee — 2/18/25

Date

TN536 SELECTION SEQUENCE 4761713 REFUNDS SELECTED REPORT

HELD OVERPAYMENT REFUNDS FROM: 01/08/2025 TO: 01/08/2025

MINIMUM DOLLAR AMOUNT: $3200
MAXIMUM DOLLAR AMOUNT: $3500

REFUNDS REPORTED FOR INSPECTION ONLY

ACCOUNT NUMBER / UNP TOT YEAR UNIT OWNER NAME	APPR DIST #	SUIT REC TYPE	DEPOSIT RECEIPT	DATE	REMITTANCE# STAT	AMOUNT	REFUND REASON(S)
700000-000/195755-00000	172073		M0108202514B	20250108			
2024 8001 EXPRESS FACTORY OUTLET #0185		TL	1	01/08/2025	58540045 PA	3,272.66	
CHECK PAYEE:EXPRESS		INV F&F M&E PARKDALE MALL #252			CHECK TOTAL:	3,272.66	
P O BOX 181000							
COLUMBUS OH43218							

FIDO # : 35417178
AGENT #: 00468341 RYAN LLC

TOTAL AMOUNT DUE FOR ACCOUNT .00

TOTAL ALL ACCOUNTS 3,272.66

COUNT OF REFUND CHECKS 1

DUPLICATE TAX RECEIPT

KATE CARROLL
JEFFERSON COUNTY TAX ASSESSOR-COLLECTOR
P.O. BOX 2112, BEAUMONT, TX 77704
EMAIL: PROPERTY@JEFFCOTX.US
(409) 835-8516, WEBSITE: WWW.JEFFCOTAX.COM

Certified Owner:

EXPRESS FACTORY OUTLET #01856
EXPRESS FASHION OPERATIONS LLC
1 EXPRESS DR
COLUMBUS , OH 43230-1496

Legal Description:
INV F&F M&E PARKDALE MALL #252

Parcel Address: 6155 EASTEX FWY-#252
Legal Acres: 0.0000

Deposit No: M0108202514B
Validation No: 900000071972558
Account No: **700000-000/195755-00000**
Operator Code: DONNAS

Remit Seq No: 58540045
Receipt Date: 01/08/2025
Deposit Date: 01/08/2025
Print Date: 01/27/2025
NO.: 172073

Year	Tax Unit Name	Tax Value	Tax Rate Per/100	Levy Paid	P&I	Coll Fee Paid	Total
2024	Jefferson County	152,440	0.357000	544.21	0.00	0.00	544.21
2024	Beaumont Isd	152,440	0.964910	1,470.91	0.00	0.00	1,470.91
2024	City Of Beaumont	152,440	0.659663	1,005.59	0.00	0.00	1,005.59
2024	Port Of Beaumont	152,440	0.068253	104.04	0.00	0.00	104.04
2024	Drainage District #6	152,440	0.184917	281.89	0.00	0.00	281.89
2024	Sabine-Neches Nav. Dist.	152,440	0.088000	134.15	0.00	0.00	134.15
2024	Overpay	0	0.000000	0.00	0.00	0.00	3,272.66
				$3,540.79	**$0.00**	**$0.00**	**$6,813.45**

Check Number(s):
6163142

PAYMENT TYPE:
Checks: $6,813.45

Exemptions on this property:

Total Applied: $6,813.45

Change Paid: $0.00

ACCOUNT PAID IN FULL

PAYER:
EXPRESS
P O BOX 181000
COLUMBUS , OH 43218

DOCUMENT IS PRINTED ON CHEMICALLY REACTIVE PAPER - THE BACK OF THIS DOCUMENT INCLUDES A TAMPER EVIDENT CHEMICAL WASH WARNING BOX

THE BACK OF THIS DOCUMENT INCLUDES MICROPRINTED ENDORSEMENT LINES

ORIGINAL DOCUMENT HAS RED KEYHOLE ICON THAT DISAPPEARS WITH HEAT

DS

EXPRESS

PID 172073

P.O. Box 181000
Columbus OH 43218

Wells Fargo Bank, N.A.

KC

No. 6163142

DATE: 12/31/24

11-24/1210

AMOUNT******$ 6,813.45***

SIX THOUSAND EIGHT HUNDRED THIRTEEN AND 45/100 DOLLAR*****

PAY TO THE ORDER OF

JEFFERSON COUNTY TX TAX
ASSESSOR COLLECTOR
PO BOX 2112
BEAUMONT TX 77704-2112
USA

VOID AFTER 90 DAYS

HEAT SENSITIVE COLOR FADES WITH HEAT

KATE CARROLL
Jefferson County
Tax Assessor Collector

Mailing • P.O. Box 2112 • Beaumont, Texas 77704-2112
Physical Address •1149 Pearl • Beaumont, Texas 77701
Phone: 409-835-8516 • Fax: 409-835-8589

Chief Deputy Operations – Michelle Farnie * Chief Deputy Finance – Cindy Savant, P.C.C.

Tax Refund Determination

Taxpayer name:	American Real Estate, Relocation Department
Address:	P O Box 7466, Beaumont, TX 77726
Account Number:	032150-000/001500-00000
Amount of Refund:	$3,022.91
Reason:	Taxpayer paid in person on 1/16/25. Taxpayer mailed in a subsequent payment (received 1/24/25) which resulted in a refund.

Upon review, by the Tax Office and Auditor's department, both agreed for placement of an agenda item on the Commissioners' Court agenda for approval as required by Tax Code Section 31.11.

Kate Carroll — 2/17/25

Kate Carroll
Jefferson County Tax Assessor-Collector

Date

County Auditor employee — 2/18/25

Date

ACCOUNT NUMBER / UNP TOT YEAR UNIT OWNER NAME	APPR DIST #	SUIT REC TYPE	DEPOSIT RECEIPT	DATE	REMITTANCE# STAT	AMOUNT	REFUND REASON(S)
025850-000/046900-00000	42202		CP250211	20250211			
2024 8001 BLUE COUNTRY LLC		TL	1	02/11/2025	58346334 TR	3,219.16	
CHECK PAYEE:SAN MIGUEL MARY ANN		GULF TERRACE C70' L6 B13			CHECK TOTAL:	3,219.16	
9735 PHELAN							
BEAUMONT TX77706							
FIDO # : 23075258							
TOTAL AMOUNT DUE FOR ACCOUNT						.00	
032150-000/001500-00000	49787		CP250211	20250211			
2024 8001 SECRETARY OF VETERANS AFFAIR TL			1	02/11/2025	58973415 TR	3,022.91	
CHECK PAYEE:AMERICAN REAL ESTATE		JEFFERSON GARDENS LT 18			CHECK TOTAL:	3,022.91	
RELOCATION DEPARTMENT							
P O BOX 7466							
BEAUMONT TX77726							
FIDO # : 36063869							
TOTAL AMOUNT DUE FOR ACCOUNT						.00	

TOTAL ALL ACCOUNTS	6,242.07
COUNT OF REFUND CHECKS	2

1st payment

DUPLICATE TAX RECEIPT

KATE CARROLL
JEFFERSON COUNTY TAX ASSESSOR-COLLECTOR
P.O. BOX 2112, BEAUMONT, TX 77704
EMAIL: PROPERTY@JEFFCOTX.US
(409) 835-8516, WEBSITE: WWW.JEFFCOTAX.COM

Certified Owner:

SECRETARY OF VETERANS AFFAIRS
3401 WEST END AVE STE 760W
NASHVILLE , TN 37203-1042

Legal Description:
JEFFERSON GARDENS LT 18

Parcel Address: 5305 WHITAKER ST
Legal Acres: 0.4270

Deposit No: CP250211
Validation No: 900000072814415
Account No: **032150-000/001500-00000**
Operator Code: MFARNIE

Remit Seq No: 58775560
Receipt Date: 01/16/2025
Deposit Date: 02/11/2025
Print Date: 02/11/2025
NO.: 49787

Year	Tax Unit Name	Tax Value	Tax Rate Per/100	Levy Paid	P&I	Coll Fee Paid	Total
2024	Jefferson County	157,384	0.357000	561.86	0.00	0.00	561.86
2024	Pt Neches-Groves Isd	57,384	1.167488	669.95	0.00	0.00	669.95
2024	City Of Groves	196,730	0.601924	1,184.17	0.00	0.00	1,184.17
2024	Drainage District #7	157,384	0.297632	468.43	0.00	0.00	468.43
2024	Sabine-Neches Nav. Dist.	157,384	0.088000	138.50	0.00	0.00	138.50
				$3,022.91	**$0.00**	**$0.00**	**$3,022.91**

Check Number(s):
16147

PAYMENT TYPE:
Checks: $3,022.91

Exemptions on this property:

HOMESTEAD

Total Applied: $3,022.91

Change Paid: $0.00

ACCOUNT PAID IN FULL

PAYER:
AMERICAN REAL ESTATE
RELOCATION DEPARTMENT
P O BOX 7466
BEAUMONT , TX 77726

FIDO 36003869

RSN#58775860 Acct#032150-001500

AMERICAN REAL ESTATE
Relocation Department
P.O. Box 7466
Beaumont, TX 77726
[redacted]

Stellar Bank
Beaumont, Texas

35-2572/1130

16147

01/15/2025

PAY TO THE ORDER OF Jefferson County Tax Assessor/Collector

$ **3,022.91

DOLLARS

Three thousand twenty-two and 91/100**********

Jefferson County Tax Assessor/Collector
PO BOX 2112
Beaumont, TX 77704-2112

VOID AFTER 180 DAYS

AUTHORIZED SIGNATURE

MP

MEMO 5305 Whitaker, Groves

SECURE DOCUMENT SQUARE IMAGES FADE WHEN HEAT IS APPLIED

2nd payment

DUPLICATE TAX RECEIPT

KATE CARROLL
JEFFERSON COUNTY TAX ASSESSOR-COLLECTOR
P.O. BOX 2112, BEAUMONT, TX 77704
EMAIL: PROPERTY@JEFFCOTX.US
(409) 835-8516, WEBSITE: WWW.JEFFCOTAX.COM

Certified Owner:

SECRETARY OF VETERANS AFFAIRS
3401 WEST END AVE STE 760W
NASHVILLE , TN 37203-1042

Legal Description:
JEFFERSON GARDENS LT 18

Parcel Address: 5305 WHITAKER ST
Legal Acres: 0.4270

Deposit No: CP250211
Validation No: 900000072814409
Account No: **032150-000/001500-00000**
Operator Code: MFARNIE

Remit Seq No: 58973415
Receipt Date: 01/24/2025
Deposit Date: 02/11/2025
Print Date: 02/11/2025
NO.: 49787

Year	Tax Unit Name	Tax Value	Tax Rate Per/100	Levy Paid	P&I	Coll Fee Paid	Total
2024	Overpay	0	0.000000	0.00	0.00	0.00	3,022.91
				$0.00	**$0.00**	**$0.00**	**$3,022.91**

Check Number(s):
16148

PAYMENT TYPE:
Checks: $3,022.91

Exemptions on this property:

HOMESTEAD

Total Applied: $3,022.91

Change Paid: $0.00

PAYER:
AMERICAN REAL ESTATE
RELOCATION DEPARTMENT
P O BOX 7466
BEAUMONT , TX 77726

LAA 49787

AMERICAN REAL ESTATE
Relocation Department
P.O. Box 7466
Beaumont, TX 77726
[redacted]

Stellar Bank
Beaumont, Texas

35-2572/1130

16148

01/15/2025

PAY TO THE ORDER OF Jefferson County Tax Assessor/Collector

$ **3,022.91

DOLLARS

Three thousand twenty-two and 91/100**********

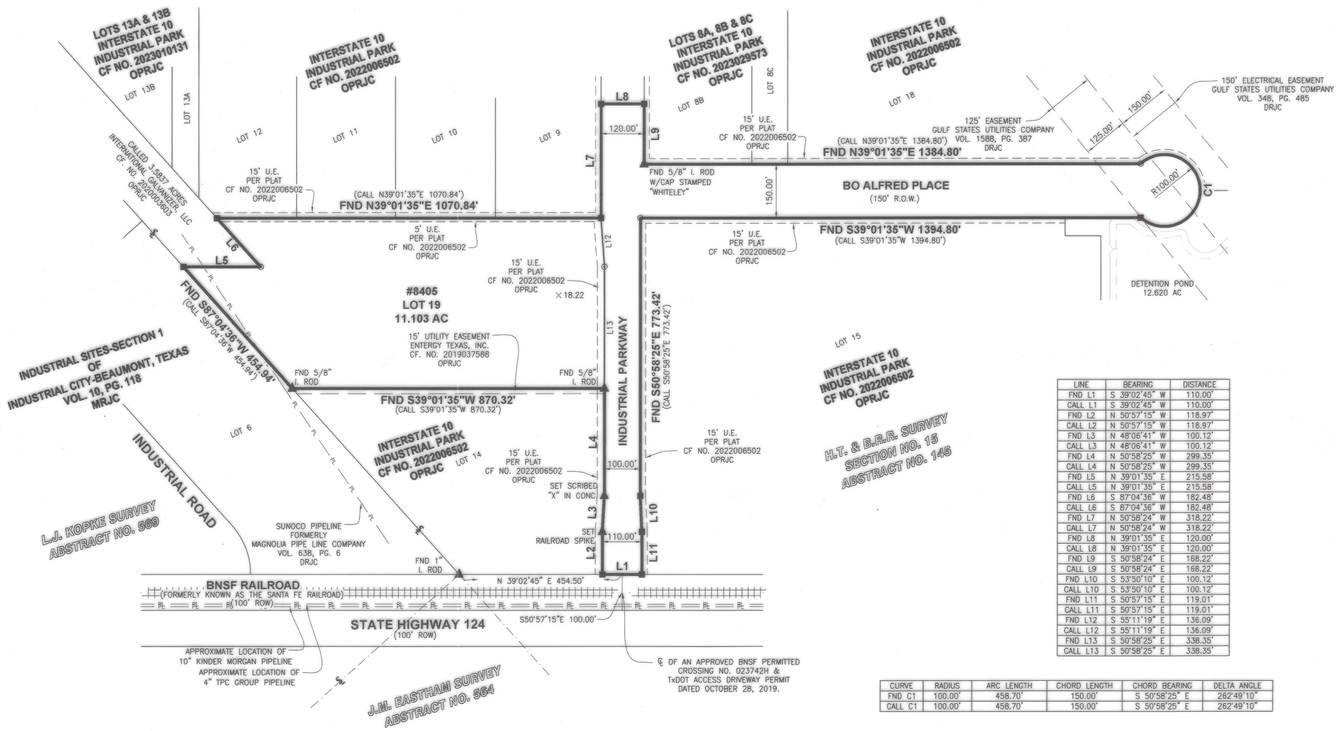
Jefferson County Tax Assessor/Collector
PO BOX 2112
Beaumont, TX 77704-2112

VOID AFTER 180 DAYS

MEMO 5305 Whitaker Groves

AUTHORIZED SIGNATURE

SECURE DOCUMENT SQUARE IMAGES FADE WHEN HEAT IS APPLIED



LINE	BEARING	DISTANCE
FND L1	S 39°02'45" W	110.00'
CALL L1	S 39°02'45" W	110.00'
FND L2	N 50°57'15" W	118.97'
CALL L2	N 50°57'15" W	118.97'
FND L3	N 48°06'41" W	100.12'
CALL L3	N 48°06'41" W	100.12'
FND L4	N 50°58'25" W	299.35'
CALL L4	N 50°58'25" W	299.35'
FND L5	N 39°01'35" E	215.58'
CALL L5	N 39°01'35" E	215.58'
FND L6	S 87°04'36" W	182.48'
CALL L6	S 87°04'36" W	182.48'
FND L7	N 50°58'24" W	318.22'
CALL L7	N 50°58'24" W	318.22'
FND L8	N 39°01'35" E	120.00'
CALL L8	N 39°01'35" E	120.00'
FND L9	S 50°58'24" E	168.22'
CALL L9	S 50°58'24" E	168.22'
FND L10	S 53°50'10" E	100.12'
CALL L10	S 53°50'10" E	100.12'
FND L11	S 50°57'15" E	119.01'
CALL L11	S 50°57'15" E	119.01'
FND L12	S 55°11'19" E	136.09'
CALL L12	S 55°11'19" E	136.09'
FND L13	S 50°58'25" E	338.35'
CALL L13	S 50°58'25" E	338.35'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
FND C1	100.00'	458.70'	150.00'	S 50°58'25" E	262°49'10"
CALL C1	100.00'	458.70'	150.00'	S 50°58'25" E	262°49'10"

REQUIRED CLEAR SPACES FOR AN OSSF (ON SITE SEWAGE FACILITY)

Type of Facility	Usage Rate – Gallons per Day (Without Water Saving Devices)	Required Clear Area for OSSF (In Square Feet)	Usage Rate –Gallons per Day (with water saving devices)	Required Clear Area for OSSF (In Square Feet)
Single Family (1–2 Bedrooms) less than 1500 Sq. Ft.	225	6428	180	5143
Single Family (3 Bedrooms) less than 2500 Sq. Ft.	300	8571	240	6857
Single Family (4 Bedrooms) less than 3500 Sq. Ft.	375	10714	300	8571
Single Family (5 Bedrooms) less than 4500 Sq. Ft.	450	12857	360	10286
Single Family (6 Bedrooms) less than 5500 Sq. Ft.	525	15000	420	12000

NOTES:

1. ALL UTILITY EASEMENTS SHOWN HEREON INCLUDE THE RIGHT TO TRIM OVERHANGING TREES AND SHRUBS LOCATED IN THE PROPERTY BELONGING TO OR BEING A PART OF THIS ADDITION.
2. PLAT IS DRAWN FOR PROPERTY CONVEYANCE ONLY. IMPROVEMENTS VISIBLE OR OTHERWISE, ARE NOT SHOWN ON THIS PLAT.
3. COORDINATES SHOWN ARE REFERENCED TO TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE NAD83.
4. ELEVATIONS ARE BASED ON JEFFERSON COUNTY DRAINAGE DISTRICT NO. 6 DATUM REFERENCED TO A FOUND SQUARE SCRIBED ON THE SOUTH CORNER OF THE WEST HEADWALL ON DITCH J00M A.K.A. PEVITOT GULLY, AT STATE HIGHWAY 124. ELEVATION = 19.93
5. ALL BUILDING SLABS SHALL BE BUILT TO A MINIMUM ELEVATION OF 21.0, REFERENCED TO BENCHMARK NOTED ON PLAT.
6. NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL JEFFERSON COUNTY DEVELOPMENT REQUIREMENTS HAVE BEEN MET.
7. THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF THE BEAUMONT INDEPENDENT SCHOOL DISTRICT.
8. PLATTED PARCEL OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF FLOOD ZONE "X" AS DELINEATED ON THE FEMA FLOOD INSURANCE RATE MAP FOR JEFFERSON COUNTY, COMMUNITY PANEL #480385–0255 C, DATED AUGUST 6, 2002. FLOOD ZONE "X" ARE AREAS DETERMINED TO BE OUTSIDE 500 YEAR FLOODPLAIN. WHITELEY INFRASTRUCTURE GROUP DOES NOT WARRANT NOR SUBSCRIBE TO THE ACCURACY OR SCALE OF SAID MAP.
9. LOTS SHALL BE GRADED TO DRAIN TO STREET, LOTS SHALL NOT DRAIN ONTO ADJACENT LOTS BEFORE AND AFTER STRUCTURES ARE BUILT.
10. DRIVEWAY CULVERTS AND END TREATMENTS SHALL CONFORM TO THE INTERSTATE 10 INDUSTRIAL PARK TYPICAL DRIVEWAY CULVERT INSTALLATION DETAILS DATED JANUARY 2023.
11. NO PERSON SHALL INSTALL ANY CULVERT IN ANY DRAINAGE DITCH, INCLUDING ROADSIDE DITCHES, EXCEPT AS PERMITTED FOR DRIVEWAYS.
12. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON–SITE WASTEWATER SYSTEM, WHICH HAS BEEN APPROVED AND PERMITTED BY JEFFERSON COUNTY.
13. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY, STATE APPROVED COMMUNITY WATER SYSTEM, OR ENGINEERED RAINWATER COLLECTION SYSTEM.
14. THE PLANNING COMMISSION HAS WAIVED CERTAIN IMPROVEMENTS REQUIRED BY THE CITY OF BEAUMONT'S ZONING ORDINANCE AS NOT IN ITS JUDGMENT NECESSARY IN THE INTEREST OF PUBLIC HEALTH, SAFETY, AND GENERAL WELFARE OR WHICH ARE INAPPROPRIATE BECAUSE OF THE INADEQUACY OR LACK OF CONNECTING FACILITIES IN ACCORDANCE WITH SECTION 26.04.003(a) OF SAID ZONING ORDINANCE.
15. LOT OWNERS SHALL NOT BE ALLOWED TO INSTALL CULVERTS AND/OR SURFACE DRAINS TO ENCLOSE THE OPEN DITCH SYSTEMS FRONTING LOTS WITHIN THE SUBDIVISION OTHER THAN ALLOWED BY THE COUNTY FOR DRIVEWAYS.

UTILITY NOTES:
ELECTRIC UTILITY SERVICE WILL BE PROVIDED BY: ENTERGY TEXAS, INC.
TELEPHONE UTILITY SERVICE WILL BE PROVIDED BY: AT&T
WATER UTILITY SERVICE WILL BE PROVIDED BY: WEST JEFFERSON COUNTY MUNICIPAL WATER DISTRICT.

MUNICIPAL/ETJ NOTE:
THIS SUBDIVISION LIES WITHIN THE AREA OF EXTRA TERRITORIAL JURISDICTION OF THE CITY OF BEAUMONT, JEFFERSON COUNTY, TEXAS.

Engineer's Certificate

KNOW ALL MEN BY THESE PRESENTS:

THAT I, JEFFREY D. LEAVINS, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, CERTIFY THAT THE CONSTRUCTION PLANS, PAVEMENT DESIGNS, AND THE LOCATION AND APPROXIMATE SIZES OF THE DRAINAGE STRUCTURES SET FORTH IN THE PRELIMINARY PLAT ARE IN ACCORDANCE WITH THE COUNTY'S ROAD AND DRAINAGE SPECIFICATIONS AND ARE IN COMPLIANCE WITH THE JEFFERSON COUNTY SUBDIVISION RULES AND DEVELOPMENT REGULATIONS.

JEFFREY D. LEAVINS, REGISTERED PROFESSIONAL ENGINEER, NO. 111537

THE STATE OF TEXAS
COUNTY OF JEFFERSON

SUBSCRIBED AND SWORN TO BEFORE ME BY JEFFREY D. LEAVINS AND GIVEN UNDER MY AND SEAL OF OFFICE THIS 13th DAY OF February, 2025.

NOTARY PUBLIC, STATE OF TEXAS

Surveyor's Certificate

KNOW ALL MEN BY THESE PRESENTS:

THAT I, THOMAS S. ROWE, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS CERTIFY THAT THIS PLAT HAS BEEN PREPARED FROM AN ACTUAL SURVEY ON THE GROUND, THAT ALL CORNERS WERE FOUND OR SET AS NOTED AND THAT THIS PLAT CORRECTLY REPRESENTS SAID SURVEY BY ME AND IS IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF JEFFERSON COUNTY.

THOMAS S. ROWE, REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 5728

THE STATE OF TEXAS
COUNTY OF JEFFERSON

SUBSCRIBED AND SWORN TO BEFORE ME BY THOMAS S. ROWE AND GIVEN UNDER MY AND SEAL OF OFFICE THIS 13th DAY OF February, 2025.

NOTARY PUBLIC, STATE OF TEXAS

County Engineer's Certificate

I, MICHELLE FALGOUT P.E., COUNTY ENGINEER OF JEFFERSON COUNTY, HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY THE COMMISSIONER'S COURT OF JEFFERSON COUNTY, TEXAS

COUNTY ENGINEER

The State of Texas
County of Jefferson

KNOW ALL MEN BY THESE PRESENTS, THAT BISHOP ENTERPRISES, INC. A TEXAS CORPORATION, MG REAL PROPERTIES, LTD., A TEXAS LIMITED PARTNERSHIP, AND PARIGI PROPERTY MANAGEMENT, LTD. A TEXAS LIMITED PARTNERSHIP, AS THE OWNERS (COLLECTIVELY THE "OWNERS") OF A 19.722 ACRE TRACT OF LAND BEING ALL OF RESERVE A OUT OF INTERSTATE 10 INDUSTRIAL PARK ACCORDING TO THE PLAT THEREOF RECORDED IN CLERK'S FILE NO. 2022006502, OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID 19.722 ACRES OF LAND TO BE KNOWN AS LOT 19, INTERSTATE 10 INDUSTRIAL PARK, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, AND DO HEREBY DEDICATE TO THE PUBLIC ALL OF THE EASEMENTS SHOWN ON THIS PLAT FOR STREETS, UTILITIES, AND DRAINAGE PURPOSES AND HEREBY IMPOSE UPON THE LAND THE LIMITATIONS AND RESTRICTIONS REFLECTED IN THIS PLAT AS COVENANTS RUNNING WITH THE LAND.

PARIGI PROPERTY MANAGEMENT, LTD., A TEXAS LIMITED PARTNERSHIP,

BY: PARIGI INVESTMENTS, INC.
A TEXAS CORPORATION, GENERAL PARTNER

BY: _____
SAM C. PARIGI, JR.
ITS PRESIDENT

THE STATE OF TEXAS
COUNTY OF JEFFERSON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 13th DAY OF February, 2025, BY SAM C. PARIGI, JR., PRESIDENT OF PARIGI INVESTMENTS, INC., A TEXAS CORPORATION, ON BEHALF OF SAID CORPORATION, GENERAL PARTNER ON BEHALF OF PARIGI PROPERTY MANAGEMENT, LTD., A TEXAS LIMITED PARTNERSHIP.

NOTARY PUBLIC, STATE OF TEXAS

BISHOP ENTERPRISES, INC., A TEXAS CORPORATION

BY: _____
JARED C. BISHOP
ITS PRESIDENT

THE STATE OF TEXAS
COUNTY OF JEFFERSON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 13 DAY OF FEBRUARY, 2025, BY JARED C. BISHOP, PRESIDENT OF BISHOP ENTERPRISES, INC., A TEXAS CORPORATION, ON BEHALF OF SAID CORPORATION, MEMBER OF 110 EQUIPMENT, LLC, A TEXAS LIMITED LIABILITY COMPANY, ON BEHALF OF SAID CORPORATION.

NOTARY PUBLIC, STATE OF TEXAS

DAVID PARKER
Notary Public, State of Texas
Comm. Expires 10-10-2026
Notary ID 131753459

MG REAL PROPERTIES, LTD., A TEXAS LIMITED PARTNERSHIP

BY: MODERN INDUSTRIAL SERVICES, INC.
A TEXAS CORPORATION, GENERAL PARTNER

BY: _____
BEN BROUSSARD
CHIEF FINANCIAL OFFICER

THE STATE OF TEXAS
COUNTY OF JEFFERSON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 13th DAY OF February, 2025, BY BEN BROUSSARD, CHIEF FINANCIAL OFFICER OF MODERN INDUSTRIAL SERVICES, INC., A TEXAS CORPORATION, ON BEHALF OF SAID CORPORATION, GENERAL PARTNER ON BEHALF OF MG REAL PROPERTIES, LTD., A TEXAS LIMITED PARTNERSHIP.

NOTARY PUBLIC, STATE OF TEXAS

The State of Texas
County of Jefferson

COMMERCIAL BANK OF TEXAS, N.A, A NATIONAL BANKING ASSOCIATION ("LENDER") IS THE OWNER AND HOLDER OF THE LIEN DESCRIBED IN THAT CERTAIN DEED OF TRUST DATED AS OF DECEMBER 18, 2020 (THE "DEED OF TRUST"), EXECUTED BY OWNER FOR THE BENEFIT OF LENDER AND RECORDED UNDER CLERK'S FILE NO. 2020038694 IN THE OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS, HEREBY CONSENTS TO THIS REPLAT AND JOINS HEREIN TO SUBORDINATE ITS LIENS TO THIS REPLAT.

COMMERCIAL BANK OF TEXAS, N.A.

BY: _____

PRINTED NAME: James D. Mize

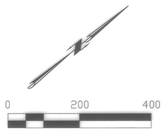
TITLE: Executive Vice President

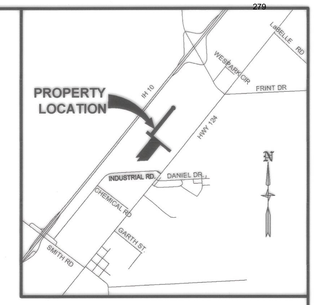
THE STATE OF TEXAS
COUNTY OF JEFFERSON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 18 DAY OF February 2025, BY James D Mize EVP OF COMMERCIAL BANK OF TEXAS, N.A., A NATIONAL BANKING ASSOCIATION, ON BEHALF OF SAID NATIONAL BANKING ASSOCIATION.

NOTARY PUBLIC, STATE OF TEXAS

ALYSSA DIETRICH
Notary Public
State of Texas
ID # 134279485
My Comm. Expires 03-20-2027





VICINITY MAP
N.T.S.

LEGEND

- ■ – FND 5/8" I.ROD W/CAP STAMPED "M.W. WHITELEY AND ASSOCIATES"
- ▲ – FOUND ROD AS NOTED
- ⊙ – SET 5/8" I.ROD W/CAP STAMPED "WHITELEY"
- U.E. – UTILITY EASEMENT
- DRJC – DEED RECORDS JEFFERSON COUNTY
- OPRJC – OFFICIAL PUBLIC RECORDS OF REAL PROPERTY JEFFERSON COUNTY
- MRJC – MAP RECORDS JEFFERSON COUNTY

BENCHMARK DATA		
NORTHING	EASTING	ELEVATION
13,939,333.59	3,489,243.63	19.93
SEE NOTE 4 FOR DESCRIPTION		

State of Texas
County of Jefferson

APPROVED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS ON THE _____ DAY OF _____, A.D. 2025, AUTHORIZING THE FILING FOR RECORD OF THIS PLAT. JEFFERSON COUNTY ASSUMES NO OBLIGATIONS FOR THE MAINTENANCE OF STREETS, ROADS, DRAINAGE OR ANY OTHER IMPROVEMENTS.

COMMISSIONER PRECINCT NO. 1
JEFFERSON COUNTY, TEXAS

COMMISSIONER PRECINCT NO. 2
JEFFERSON COUNTY, TEXAS

COMMISSIONER PRECINCT NO. 3
JEFFERSON COUNTY, TEXAS

COMMISSIONER PRECINCT NO. 4
JEFFERSON COUNTY, TEXAS

COUNTY JUDGE
JEFFERSON COUNTY, TEXAS

State of Texas
County of Jefferson

I, _____, COUNTY CLERK OF JEFFERSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 2025, AT _____ O'CLOCK __.M., AND DULY RECORDED ON THE _____ DAY OF _____, 2025, AT _____ O'CLOCK __.M., IN THE OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS, IN CLERK'S FILE NO. _____

COUNTY CLERK, JEFFERSON COUNTY, TEXAS

DEPUTY COUNTY CLERK, JEFFERSON COUNTY, TEXAS

ACRES: 19.722 **1 LOT**

REPLAT
OF
RESERVE A
INTERSTATE 10
INDUSTRIAL PARK
CF. NO. 2022006502, OPRJC
INTO
LOT 19
INTERSTATE 10
INDUSTRIAL PARK

H.T. & B.R.R. SURVEY,
SECTION NO. 15, ABSTRACT NO. 145
JEFFERSON COUNTY, TEXAS

FEBRUARY 2025 **SCALE 1"=200'**

WHITELEY INFRASTRUCTURE GROUP
Texas Engineering Firm No. F-2633
Texas Surveying Firm No. 10106700
Louisiana Surveying Firm No. VF0000874
655 Langham Road, #14, Beaumont, Texas 77707
409-892-0421| www.whiteleyinfra.com

SURVEYOR OF RECORD:
THOMAS S. ROWE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5728

LEAVINS ENGINEERING & DESIGN, LLC
TEXAS ENGINEERING FIRM NO. F-22257
3250 EASTEX FWY, BEAUMONT, TEXAS 77703
409-245-5130 LEADLLC.COM

ENGINEER OF RECORD:
JEFFREY D. LEAVINS
PROFESSIONAL ENGINEER NO. 111537

DUPLICATE MYLAR PLEASE RETURN TO WHITELEY INFRASTRUSTURE GROUP

C:\Users\KennethKerr\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\QZ0170VX\22–2261 Replat.dwg

UTILITY AND COMMON CARRIER PIPELINE POLICY

GENERAL REQUIREMENTS

Who Must Apply

Any person company, corporation, or public agency desiring to place utility or common carrier pipelines in or above the rights-of-way of public roads in Jefferson County shall obtain a Commissioners' Court Order from Jefferson County Commissioners' Court for the construction, operation and maintenance of said line. The applicant shall comply with all rules, regulations, principles, and specifications herein contained and any other subsequently adopted by Jefferson County Commissioners' Court prior to issuance of the order.

Application

The permitee must complete, in quintruplicate (5), the form herein contained, outlining in detail the proposed installation and its location in public right-of-way. The completed application form must be returned to Jefferson County Engineering Department, at 1149 Pearl Street, 5th Floor, Beaumont, Texas 77701, for approval by Commissioners' Court prior to the start of construction.

Determination

Commissioners' Court shall determine, within a reasonable time after filing of a complete application in the opinion of the County Engineer, the following:

a. If applicant is a utility, whether applicant is a public utility serving a public purpose; and
b. If applicant is a pipeline carrier, whether:
    1. It is a common carrier; and
    2. It serves a public purpose; and
    3. The proposed pipeline is a parallel line to be placed within fifteen (15) feet of the improved portion of said right-of-way.

If Commissioners' Court determines that applicant is not a public utility, or that it is not a common carrier, or that its utility or pipeline shall not serve a public purpose, or that its propose pipeline will be a parallel line placed within fifteen (15) feet of the improved portion of any right-of-way, then, in the event of any such finding, applicant's application shall be denied and its bond returned.

Such applicant may then apply for a permit under the County's "Pipeline Permit Policy" and any bond, in lieu of returning it to applicant, may be applied to the permit application.

Maintenance, Alteration or Removal

Advance notification in writing will be required for all maintenance, alteration or removal operations except in emergency situations where the safety of the public would be endangered by a delay in repairs. In any such emergency, contact the County Engineer by phone at (409) 835-8584, and inform him of the proposed emergency repairs. As soon as practical, but no later than 48 hours after the start of emergency repairs, the permitee shall notify the County Engineer in writing of the emergency repairs effected, detailing the repairs and the reasons immediate action was required.

Time Limits

A time period of three months is allowed from the issuance of the order to start construction. Once started, the applicant is allowed three months to complete all work. All construction must be completed within six (6) months from the date of issuance. Upon application, extensions may be granted by the Jefferson County Commissioners' Court. Such applications for extensions must be received by the Court at least thirty days before the expiration of the six-month period.

Existing Permits

Any permit, franchise, or instruments of a similar character previously executed by Commissioners' Court shall be subject to the time limit and requirements herein unless specifically stated to the contrary in said permit, franchise or instrument.

GENERAL PRINCIPLES

No utility or common carrier pipeline shall ever be installed or maintained in such manner as to interfere with construction, maintenance or repair of any public road whether currently existing or hereafter constructed on future public right-of-way. Should a utility or common carrier pipeline installed by the applicant ever be found to interfere with the construction, maintenance of repair of an existing public road or future public road, the applicant shall, upon the request of the Commissioners' Court, or the County Engineer, promptly change or alter such installation, at its own expense, in such manner that the same no longer interferes with such construction, maintenance or repair.

No utility or common carrier pipeline shall ever be installed so as to interfere with the use of a public road for vehicular or pedestrian traffic, nor so as to interfere with any drainage now or hereafter effected on or along any such road.

Whenever the relocation of public utility is necessitated by the improvement of a county road; such relocation shall be promptly made by the utility company or common carrier company at the rate, cost and expense of said company.

Responsibility for Repairs

The applicant, in accordance with the specifications herein contained and/or the directions of the County Engineer or his designated representatives, shall immediately, at its own expense, repair, or replace all public property and all private property, including, but not limited to, driveways, fences, and mail boxes, located in, along or adjacent to public right-of-way, which may be damaged or destroyed by any action or inaction of the applicant.

In any case in which the public welfare demands immediate action to remedy conditions arising out of the actions or inactions of the applicant and in which it is judged that the applicant cannot provide such immediate action, and in any case in which the permitee has failed to comply with the directions of Commissioners' Court or the County Engineer or his representative, or to comply with the rules of Jefferson County to perform or cause to e performed, at the remedy such conditions or provide compliance with such directions.

SPECIFICATIONS

General

The applicant shall comply with the rules, regulations, principles, and specifications contained here and/or the directions of the County Engineer, or his representatives. Should the County Engineer or his representatives find that the applicant is not in compliance with said rules, regulations, principles, specifications and directions, he will require that the applicant cease all work until such compliance can be obtained. Failure to comply with said rules, regulations, specifications and directions will be cause for issuance of a "Stop Work Order" until such time as said defects are corrected.

Line Crossing, Method of Placement (See Standard Detail)

Any utility or common carrier pipeline crossing a public road, regardless of roadway surfacing or lack thereof, shall be bored, jacked or driven under the roadway and shall be placed in an iron, steel or other approved casing of approximately the same diameter as the utility or common carrier pipeline. Such casing shall extend one hundred and twenty (120) feet or the width of the right-of-way, plus one foot on each side of the right-of-way, whichever is greater with the casing location to be determined by the Jefferson County Engineering Department.

Water jetting will not be allowed. Excavation will not be allowed within the road right-of-way.

A minimum cover of six (6) feet must be provided under road ditches.

Uncased, protected lines must have a minimum cover of eight (8) feet.

Where evidence is presented indicating the impracticality of boring, jacking, or driving the line under the roadway, Commissioners' Court may at its option, grant permission for placement by open cut or require relocations of the crossing to another location where the line can be successfully installed by the specified method.

Where placement by open cut is allowed by Commissioners' Court, it shall be in compliance with these specifications:

a. Casing The line will be fully cased for one hundred and twenty (120) feet or the width of the right-of-way, plus one foot on each side of the right-of-way, whichever is greater; with the casing location to be determined by the Jefferson County Engineering Department.

b. Backfill The line must be properly bedded to prevent settlement or damage to the line. The excavation shall be backfilled with cement stabilized sand (1 ½ sack per cubic yard) to within 2" of the sub-base and compacted.

c. Base The base shall be replaced with crushed limestone base material from 2" below the existing bass to 1" below the existing op of base and compacted to a minimum 95% Proctor density. In no case shall the compacted thickness of the replacement base e less than 6".

d. Surface

1. Dirt, Shell or Gravel Surface The original surface shall be replaced with an equal thickness of shell or gravel, but in no case less than 6" of well-compacted material will be accepted.

2. Bituminous Surface The original surface shall be replaced with a 1" greater thickness of hot mix, hot laid, asphaltic concrete, but in no case less than 2" thick.

3. Concrete Surface The original surface shall be replaced with 1" greater thickness of minimum 3000 psi Portland Cement concrete, in no case less than 6" thick. Concrete must be replaced in full panel sections only. Replacement concrete is to be reinforced with ½" diameter deformed reinforcing steel bars, 12" on center or equal. Replacement sections must be accurately positioned with reference to existing sections by means of steel dowel bars. Bituminous overlays or concrete shall be replaced with an equal thickness of hot mix, hot laid asphaltic concrete.

Where a line is installed outside of the roadway area, the excavation may be backfilled with excavated material compacted in 6" lifts, and the right-of-way shall be reshaped to its original contours. Excess excavation shall be hauled away.

Lines paralleling Method of Placement (See Standard Detail)

Where the right-of-way is available, no lines shall be placed closer than ten (10) feet to the edge of pavement nor closer than twenty feet from the center line of a road where the road is not paved. No line shall be placed less than three feet below the flow-line of a road ditch without the permission of Jefferson County Commissioners' Court. (See Standard Detail)

Lines may be placed by an open cut of the road shoulder. When excavated material from the cut is piled along the cut, the permitee shall provide minimum 12" wide weep holes at maximum 200-foot intervals and at all low places to allow drainage of the road and adjacent property into the road ditch.

The line shall be properly bedded and may be backfilled with the excavated material compacted in 6" layers. Excess excavation must be hauled away.

Pole, Lines, Location

Utility lines for the transmission of electrical power, or for telephone or telegraph communications, or for similar purposes, may be installed above ground on timber or other sturdy poles. Poles shall be placed as close as practical to the right-of-way lines but in no case closer than fifteen (15) feet from the edge of pavement without the permission of Commissioners' Court.

No guy wires may be anchored within the right-of-way except in the outer one-foot on each side.

Care shall be taken in the placement of poles to minimize the danger that they present to vehicular traffic. The applicant may in some cases be required to construct guardrails for the protection of the public.

Care shall be taken in the placement of poles to avoid damage to existing underground lines. No poles will be placed where they will block drainage.

Pole lines crossing public roads must provide a minimum twenty-two (22) foot vertical clearance.

Inspection Notice

The permitee will notify the County Engineer, (409) 835-8584, at least 48 hours in advance of the start of construction, or of the resumption of construction if discontinue for more than 5 working days.

Line Markers

All lines crossing pubic roads shall be identified with appropriate markers installed three (3) feet above ground on metal posts located at the point where such line crosses the right-of-way line.

Lines paralleling shall be marked with similar markers every 400 feet, but in no event less than one city block. Lines paralleling shall be marked with similar markers at all angle points. Such markers shall be placed on the right-of-way line and the offset to the line indicated.

Traffic Control

The applicant shall maintain at least one lane of traffic in each direction open at all times unless permission to the contrary is granted by the County Engineer.

The applicant shall provide all necessary flagmen, barricades, flashers and any other traffic control devices necessary for the protection of the public and of his own personnel.

Bonds

The common carrier applicant will provide a performance bond as Jefferson County Commissioners' Court may require to provide for the protection of public property. The minimum bond required shall be $5,000.00 per crossing and $50,000.00 per mile of parallel construction or fraction thereof.

Significantly larger bonds may be required if judged necessary by Jefferson County Commissioners' Court. No work will begin until the County Engineer has been furnished such bond.

Application Fee

The common carrier application fee shall be $100.00 per road crossing and $150.00 per mile of parallel construction or fraction thereof.

ROUTE MAP

Applicant shall submit with application five (5) prints of the County Road Map accurately showing the location and alignment of the line, including all angle points and all tie-ins for crossings of roads and major streams. Applicant shall use the official Jefferson County Road Map at a scale of 1" = 3 miles. This map can be obtained through the office of the County Engineer.

Permit No. _____
Precinct No._____

NOTICE OF PROPOSED PLACEMENT OF
PUBLIC UTILITY LINE/COMMON CARRIER PIPLINE WITHIN
JEFFERSON COUNTY RIGHT-OF-WAY
(2003 REVISION)

Date: _____

HONORABLE COMMISSIONERS' COURT
JEFFERSON COUNTY
BEAUMONT, TEXAS 77701

Gentlemen:

_____, (Company) does hereby made application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a utility or common carrier pipeline for the distribution of _____ , location of which is fully described as follows:

_____ pages of drawings attached.

Construction will begin on or after _____2 0____

It is understood that all work will comply with requirements of the Utility and Common Carrier Pipeline Policy adopted by Jefferson County Commissioners' Court on _____ and all subsequent revisions thereof to date.

Company_____

By _____

Title _____

Address_____

Telephone _____

Fax No. _____

FOR COMMON CARRIER PIPELINE COMPANY ONLY

1. Common Carrier Determination form must be attached to application.

2. Corporation/Person product is to be purchased from/delivered to:

Enclosed, please find the required application fee:

_____ road crossing @ $100.00 _____ $_____

_____ miles parallel @ $150.O0/mile or fraction _____ $ _____

TOTAL_____ $_____

We understand that a Performance Bond will be required to protect against damage to Jefferson County's property. This will be $5,000.00 per crossing and $50,000.00 per mile or fraction thereof for parallel construction unless a special hazard to Jefferson County's property is judged to exist. No work will begin until the County Engineer has Been furnished such bonds as Jefferson County Commissioners' Court may choose to require.

ENGINEERING ACTION FORM

The minimum standard bond required is $ N/A

County Engineer

02-06-2025

Date

COMMISSIONERS COURT ORDER

On this date the attached application of a utility or common carrier pipeline came on for the Courts consideration, and the Court having considered the application is of the opinion that the applicant is a utility or common carrier pipeline company meeting all the requirements of County Policy for installation of a line in County roads and that the plans or details presented with said application did not appear to violate the County Regulations. It is ORDERED that said applicant shall comply with all provisions of the Utility and Common Carrier Pipe Line Policy adopted by this Court, and all subsequent revisions. The bond required shall be $ N/A. Special conditions of construction (are/are not) attached hereto.

COMMISSIONERS COURT

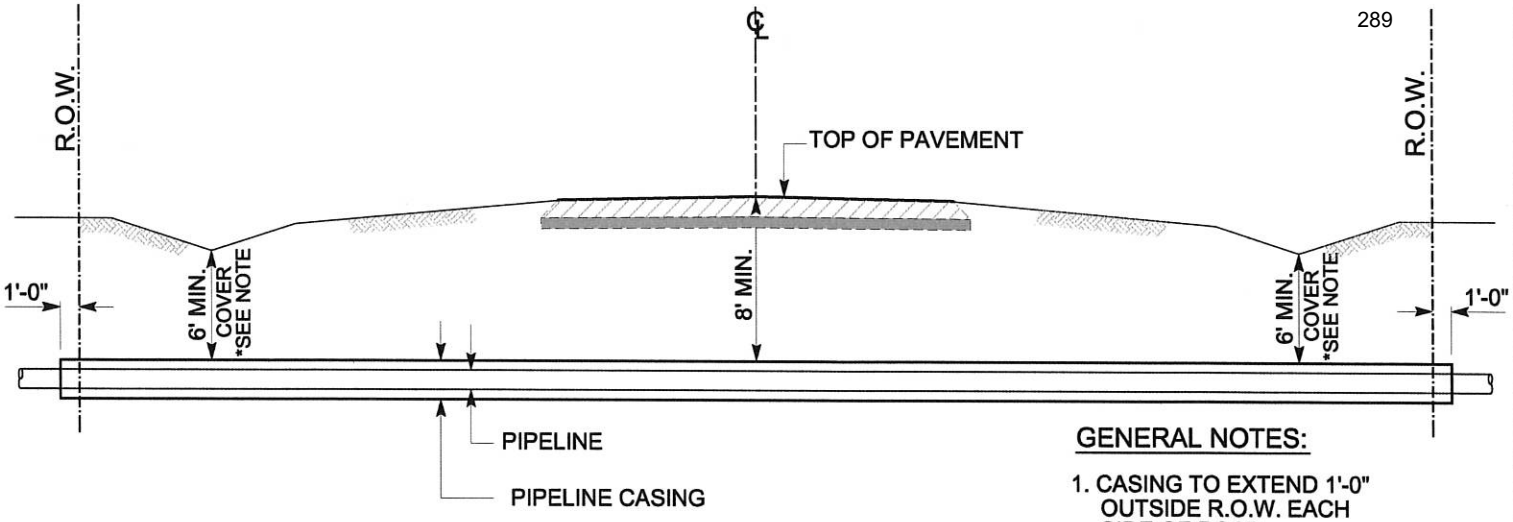
By _____
County Judge

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

ATTEST _____

DATE 2/25/25

REV 2020

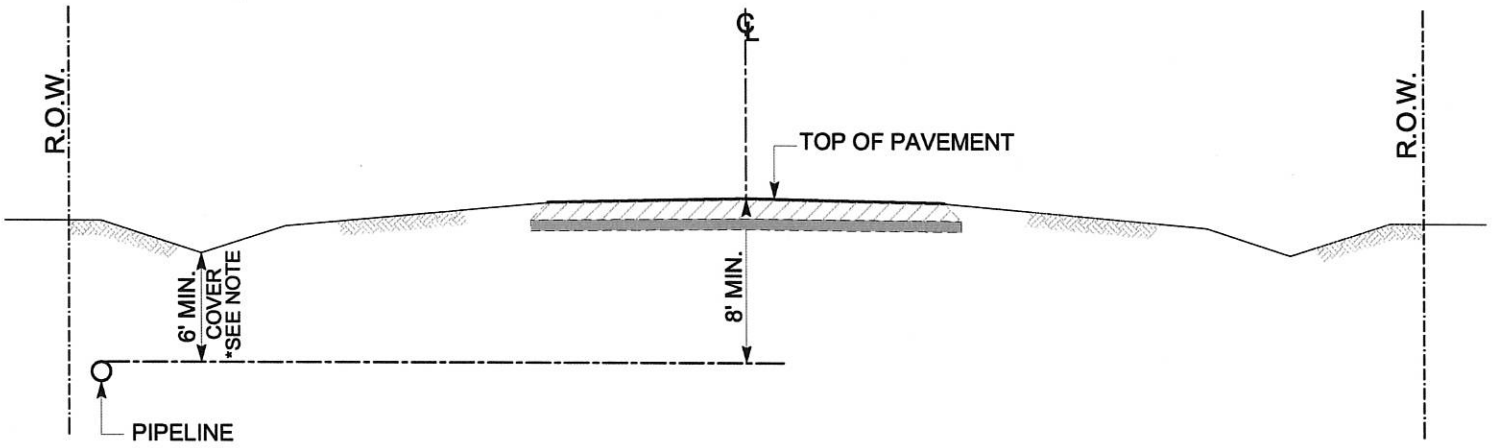


GENERAL NOTES:

1. CASING TO EXTEND 1'-0" OUTSIDE R.O.W. EACH SIDE OF ROAD
2. JEFFERSON COUNTY MAY EXEMPT CASING IN LIEU OF OTHER SUFFICIENT METHODS FOR PROTECTING THE PIPELINE AND PUBLIC RIGHT OF WAY
3. * 6'-0" MINIMUM COVER AT LOWEST DITCH FLOW LINE ELEVATION

1.) STANDARD PIPELINE CROSSING

N.T.S



GENERAL NOTES:

1. * 6'-0" MINIMUM COVER AT LOWEST DITCH FLOW LINE ELEVATION

2.) STANDARD PARALLEL LINE

N.T.S

JEFFERSON COUNTY ENGINEERING DEPARTMENT

PIPELINE DETAILS (STD)

DRAWN:	J.D.		SHEET NO. 1 OF 1
CHECKED:	S.S.	REVISED: 01/15/2020	

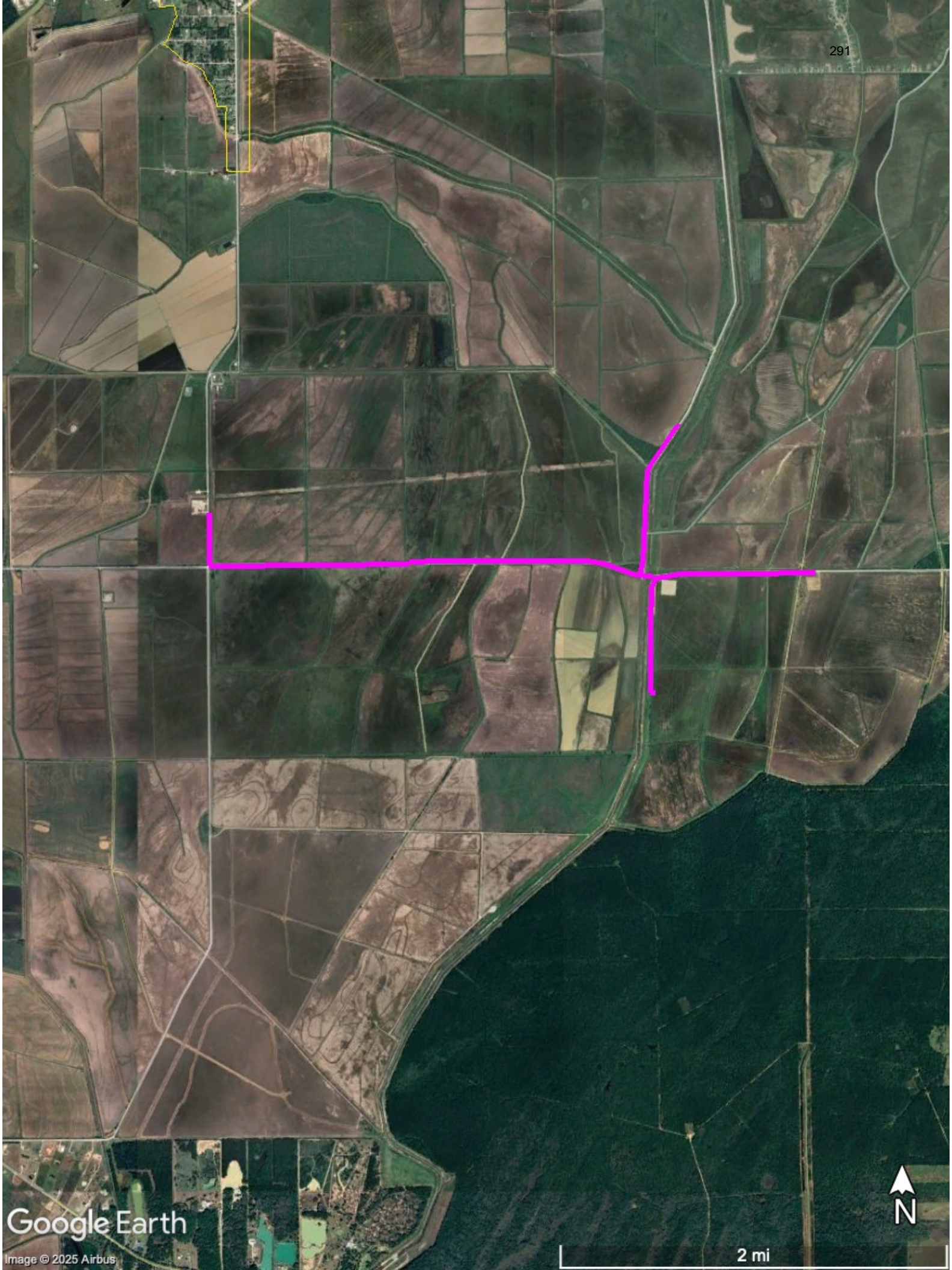
Entergy China Rose Power Line Project

Jefferson County Road Crossings

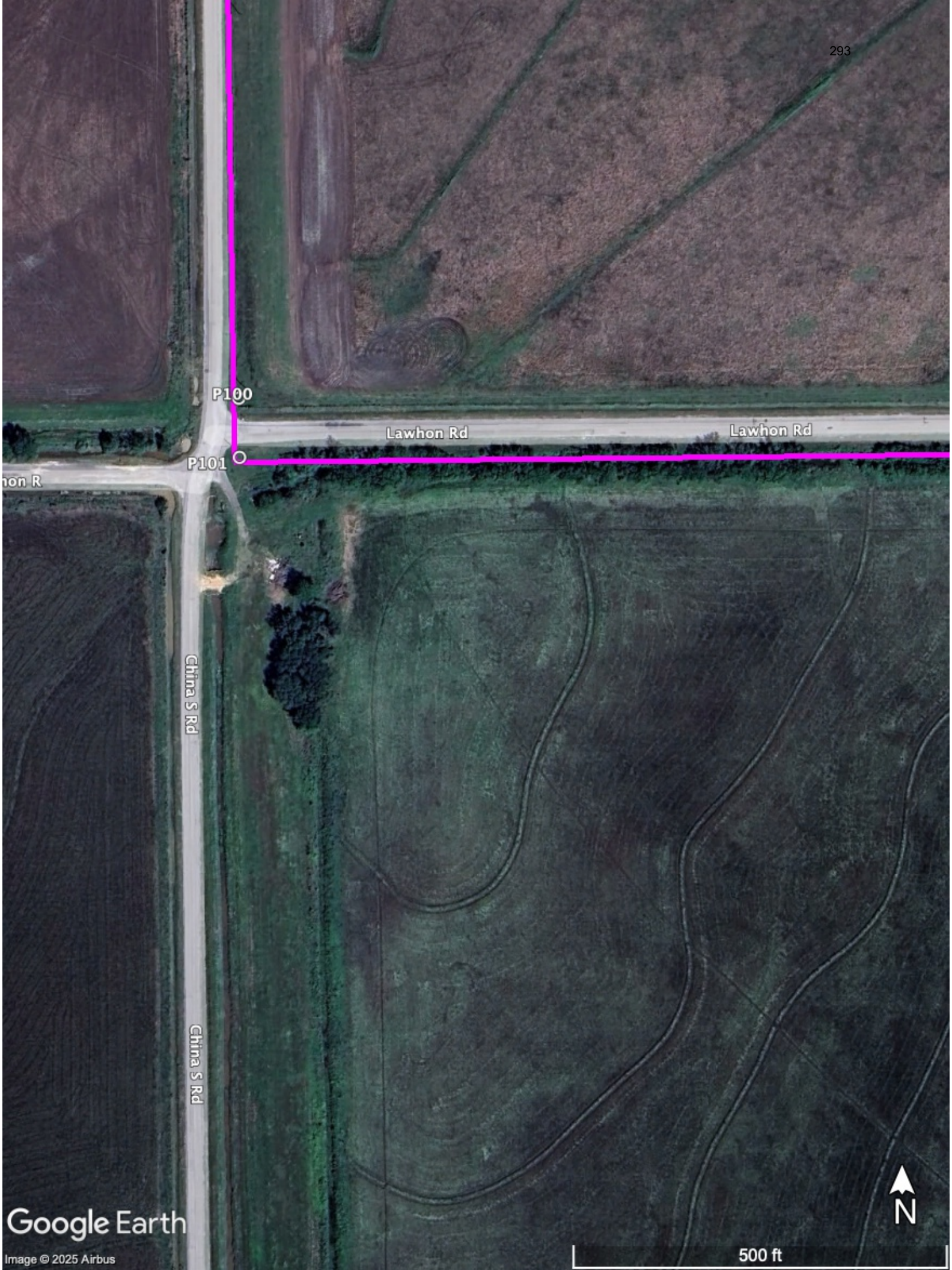
Entergy Texas Inc. is planning construction of a new distribution power line in the China, Texas area. The new distribution power line will run in private property except where crossing Jefferson County roads as follows:

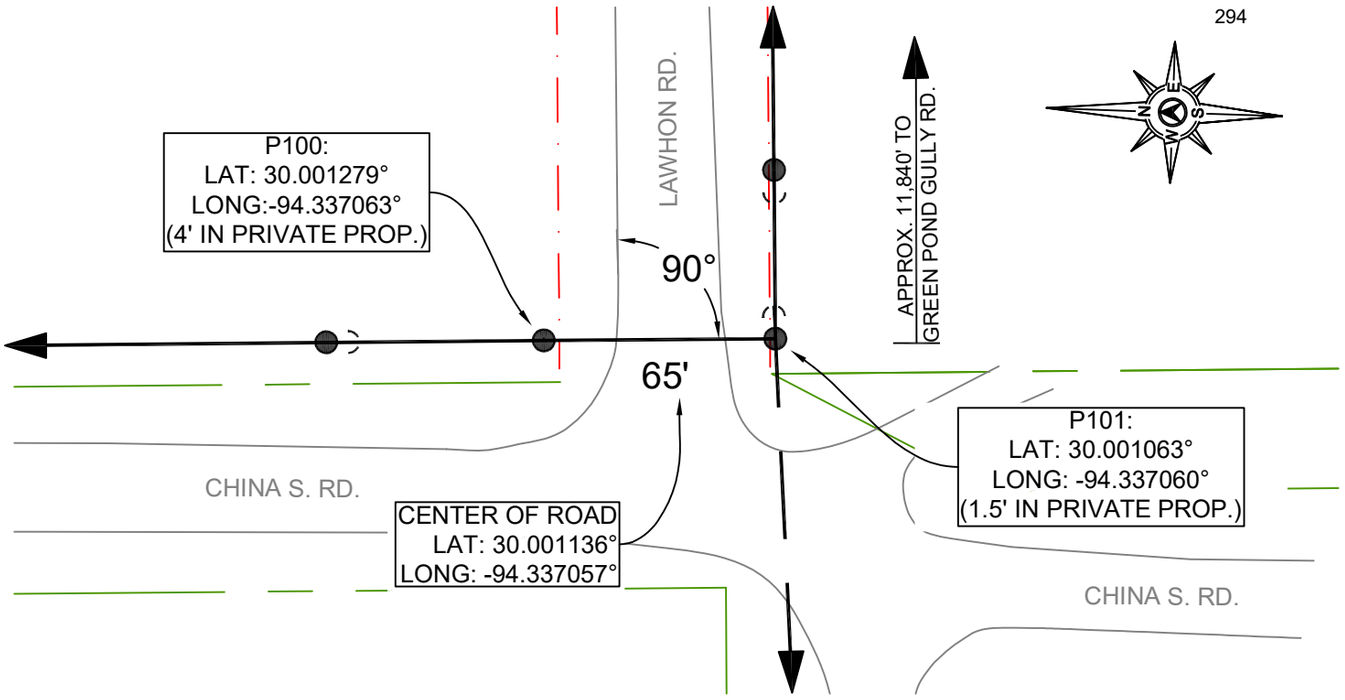
1) Crossing Lawhon Road at the intersection of S China Road;
2) Crossing Lawhon Road 5,480 feet east of S China Road;
3) Crossing Lawhon Road 300 feet east of Green Pond Gully Road; and
4) Crossing Green Pond Gully Road at Lawhon Road.

Attached you will find the 13 pages of aerial images and designs for these crossings.


291
Google Earth
Image © 2025 Airbus
N
2 mi

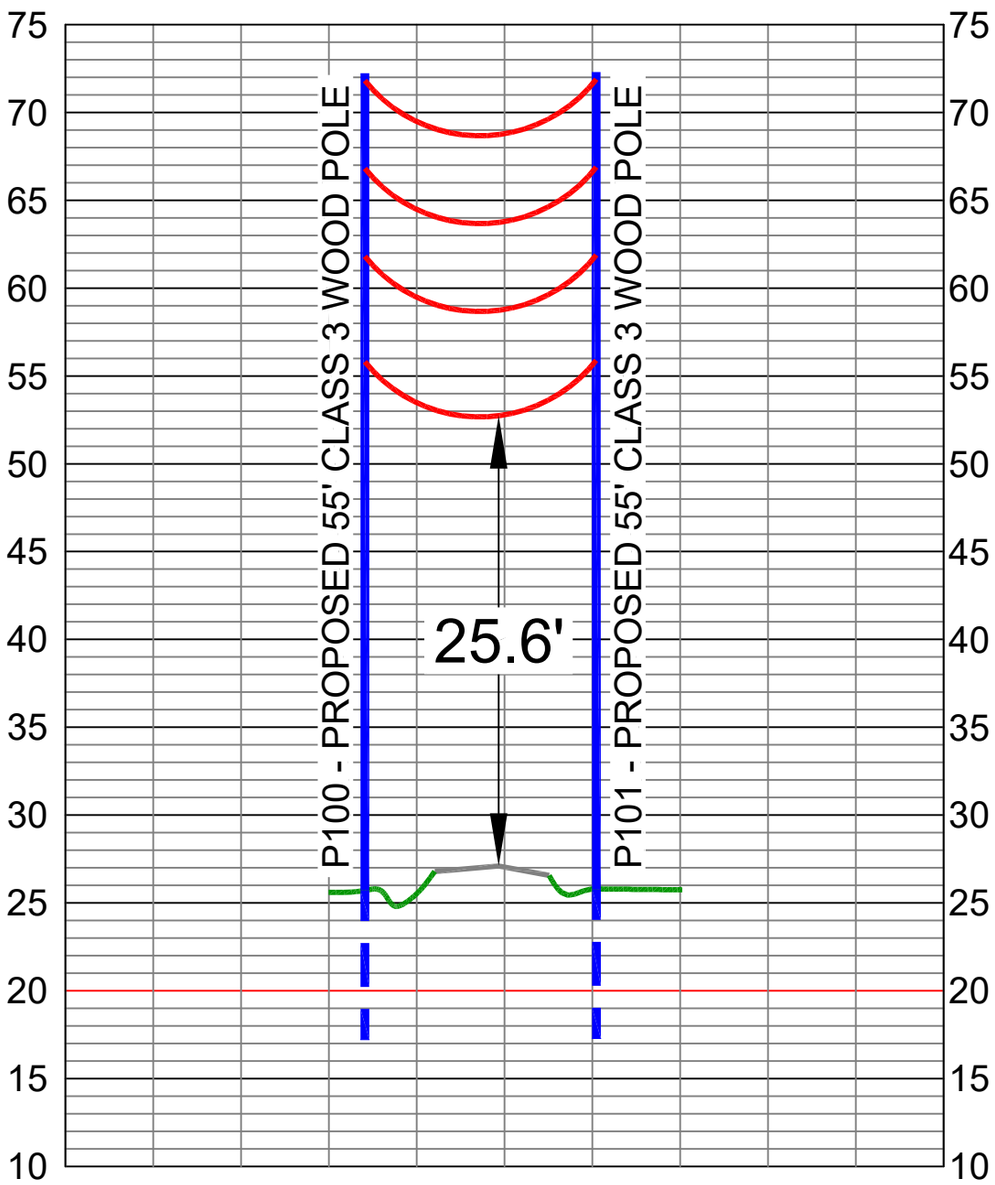
China S Rd
Crossing Lawhon at S China
Lawhon Rd
Lawhon Rd
China S Rd
China S Rd
China S Rd
N
2000 ft
Google Earth
Image © 2025 Airbus


P100
Lawhon Rd
Lawhon Rd
P101
China S Rd
China S Rd
N
500 ft
Google Earth
Image © 2025 Airbus



DRAWING SCALE:

1" = 50' Horizontal
1" = 10' Vertical



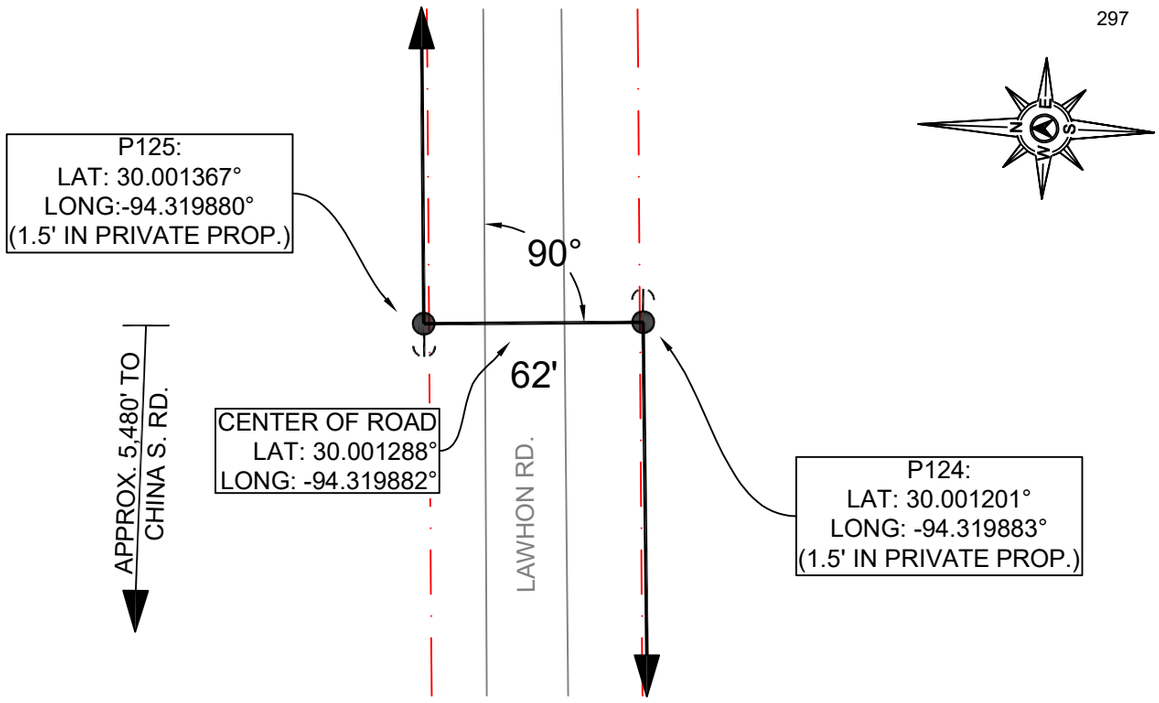
LEGEND

- ROAD RIGHT OF WAY
- EXISTING OVERHEAD POWERLINE
- PROPOSED OVERHEAD POWERLINE
- PROPOSED DOWN GUY
- ROAD/DRIVEWAY
- PROPERTY LINE

entergy	W.R. Name/Desc.: ROSE INJECTION WELLS	WR#: 50316674
	Notes: LAWHON RD. CROSSING 1	Date: 01/29/25
LOC OFFICE:		Upstream Device: / Substation: / Feeder No.:
WR TYPE:		Customer Service Voltage/AMP
Phone#:	SO#:	Page 1 of 1
Contact Person:	Acct#:	Designer:
Map/DLOC:		Phase:
		Scale: 1" = 50'

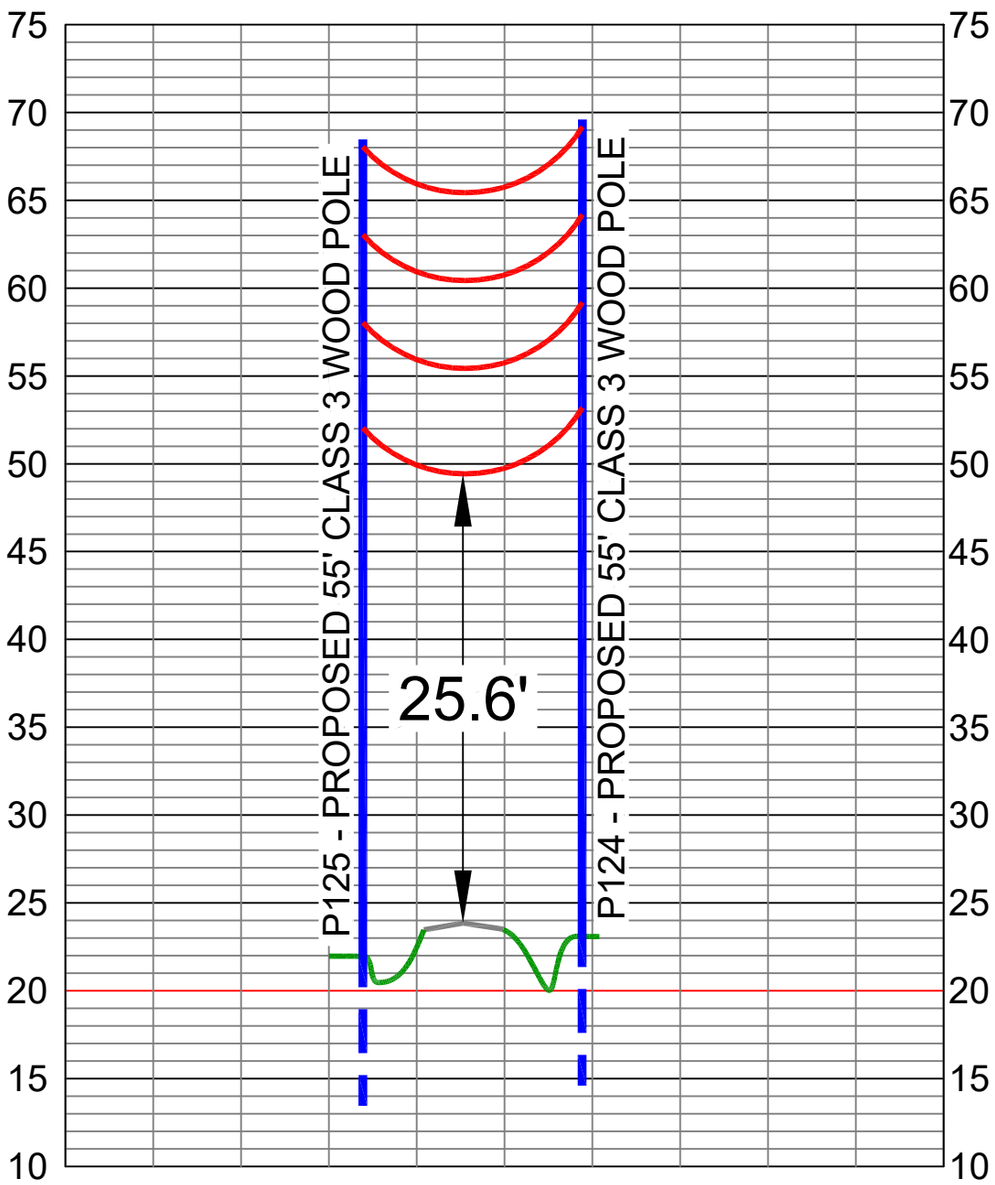
295
Crossing Lawhon 5480 ft E S China
Lawhon Rd
Lawhon Rd
Google Earth
Image © 2025 Airbus
N
2000 ft

P125
Lawhon Rd
Lawhon Rd
P124
Google Earth
Image © 2025 Airbus
N
500 ft



DRAWING SCALE:

1" = 50' Horizontal
1" = 10' Vertical



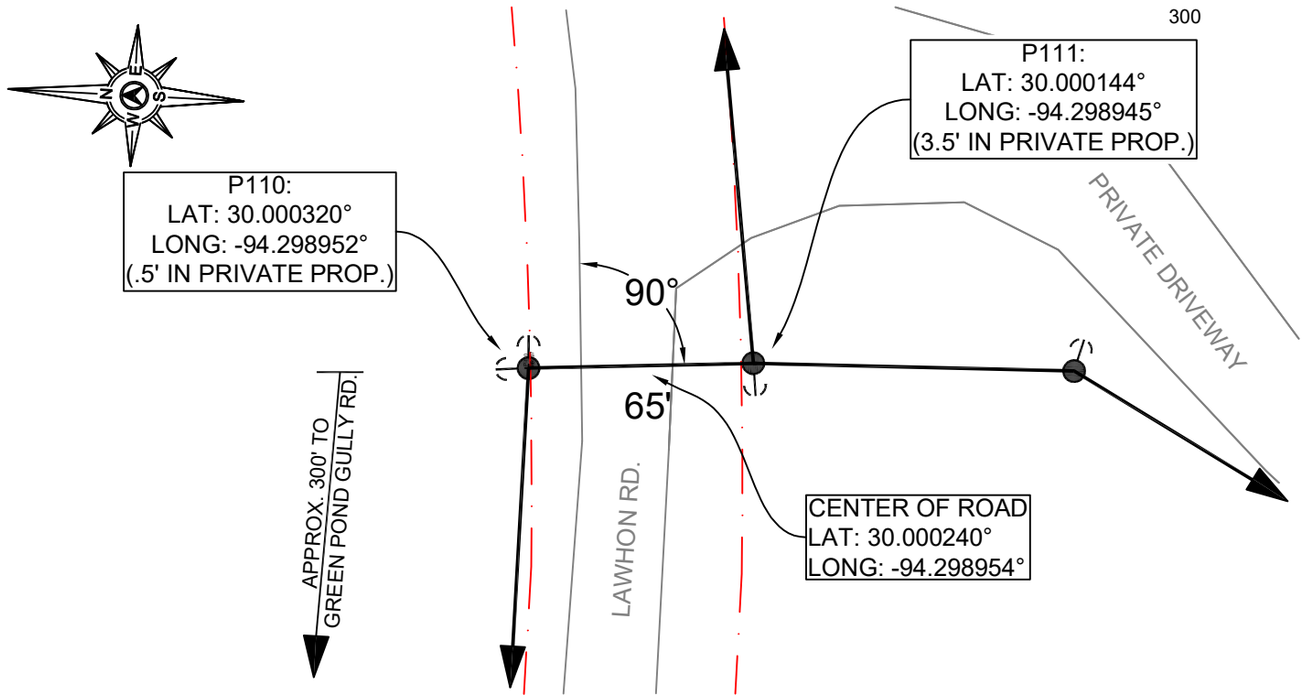
LEGEND

- ROAD RIGHT OF WAY
- PROPOSED OVERHEAD POWERLINE
- PROPOSED DOWN GUY
- ROAD/DRIVEWAY

entergy	W.R. Name/Desc.: ROSE INJECTION WELLS	WR#: 50316674
	Notes: LAWHON RD. CROSSING 2	Date: 01/29/25
LOC OFFICE:		Upstream Device: / Customer Service Voltage/AMP
WR TYPE:		Substation:
Phone#:	SO#:	Feeder No.: / Page 1 of 1
Contact Person:	Acct#:	Designer:
Map/DLOC:		Phase:
		Scale: 1" = 50'

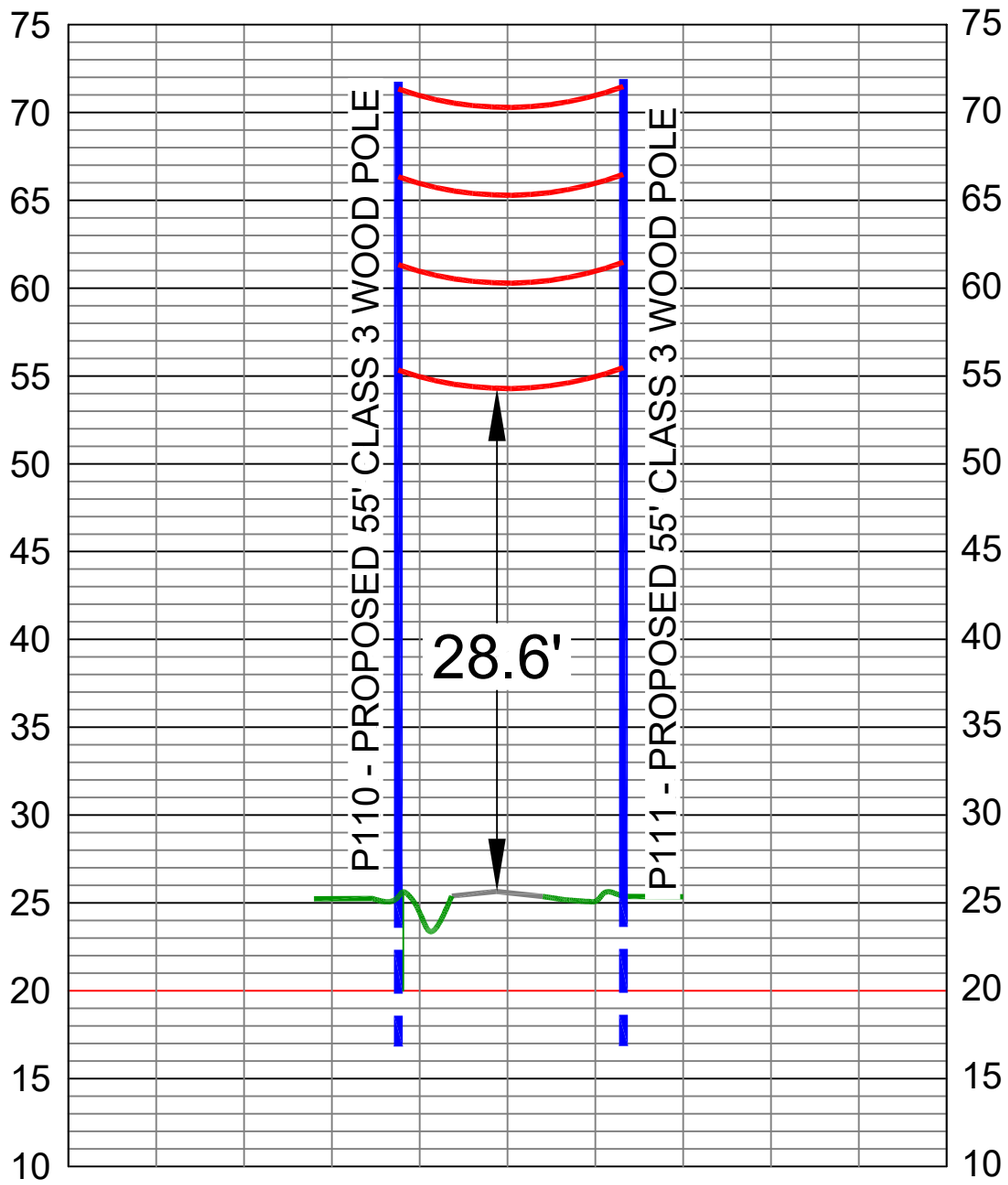
Green Pond Gully Rd
Pine Island Rd
Pine Island Rd
Lawhon Rd
Lawhon Rd
Crossing Lawhon 300 ft E Green Pond Gully
Google Earth
Image © 2025 Airbus
N
2000 ft

Green Pond Gully Rd
Lawhon Rd
P110
P111
N
500 ft
Google Earth
Image © 2025 Airbus



DRAWING SCALE:

1" = 50' Horizontal
1" = 10' Vertical



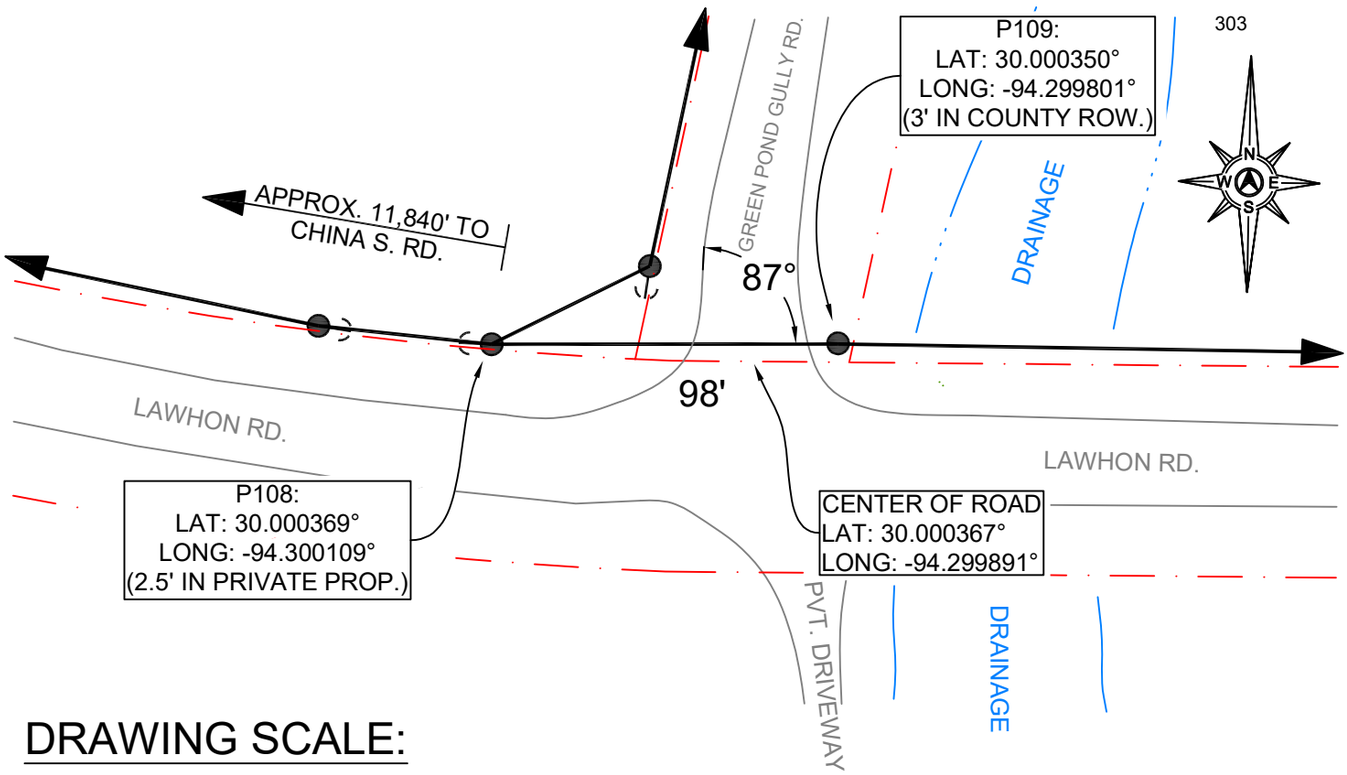
LEGEND

ROAD RIGHT OF WAY
PROPOSED OVERHEAD POWERLINE
PROPOSED DOWN GUY
ROAD/DRIVEWAY

entergy	W.R. Name/Desc.: ROSE INJECTION WELLS	WR#: 49989367
	Notes: LAWHON RD. CROSSING 3	Date: 01/28/25
LOC OFFICE:		Upstream Device: / Substation: / Feeder No.: — Customer Service Voltage/AMP
WR TYPE:		Page 1 of 1
Phone#:	SO#:	Designer:
Contact Person:	Acct#:	Phase:
Map/DLOC:		Scale: 1" = 50'

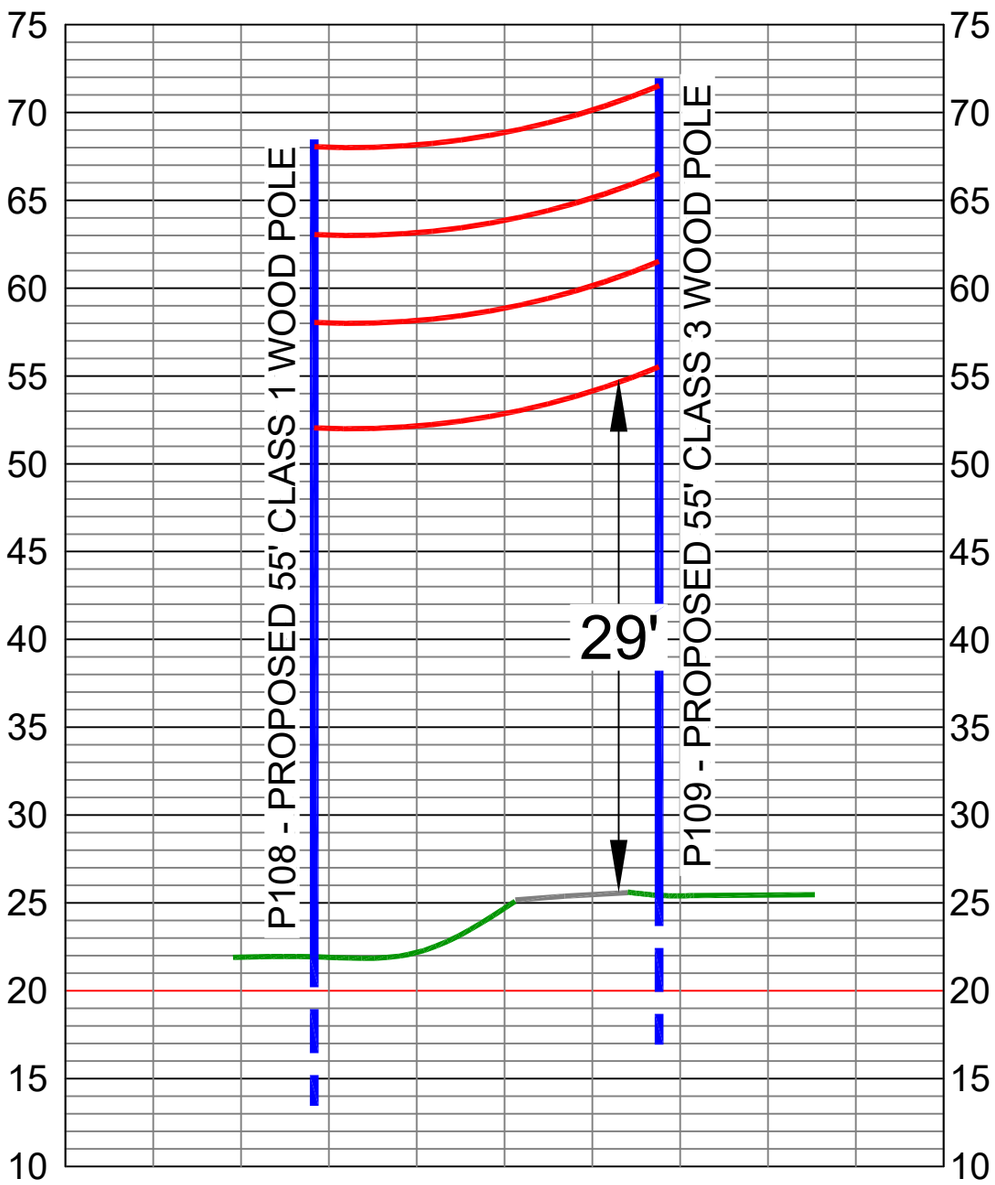
Green Pond Gully Rd
Pine Island Rd
Pine Island Rd
Lawhon Rd
Crossing Green Pond Gully
Lawhon Rd
Google Earth
Image © 2025 Airbus
N
2000 ft

Green Pond Gully Rd
P108
P109
Lawhon Rd
Lawhon Rd
N
500 ft
Google Earth
Image © 2025 Airbus



DRAWING SCALE:

1" = 50' Horizontal
1" = 10' Vertical



LEGEND

- ROAD RIGHT OF WAY
- PROPOSED OVERHEAD POWERLINE
- PROPOSED DOWN GUY
- ROAD/DRIVEWAY
- DRAINAGE

entergy	W.R. Name/Desc.: ROSE INJECTION WELLS	WR#: 49989367
	Notes: GREEN POND GULLY RD. CROSSING	Date: 01/29/25
LOC OFFICE:		Upstream Device: / Substation: / Feeder No.: / Customer Service Voltage/AMP
WR TYPE:		Page 1 of 1
Phone#:	SO#:	Designer:
Contact Person:	Acct#:	Phase:
Map/DLOC:		Scale: 1" = 50'