

Regular, 4/8/2025 10:30:00 AM

BE IT REMEMBERED that on April 08, 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 (ABSENT)

Absent

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 (ABSENT)

Absent

Honorable Roxanne Acosta-Hellberg, County Clerk

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

Notice of Meeting and Agenda
April 08, 2025

Jeff R. Branick, County Judge
Brandon Willis, Commissioner, Precinct One
Cary Erickson, Commissioner, Precinct Two
Michael S. Sinegal, Commissioner, Precinct Three
Everette "Bo" Alfred, Commissioner, Precinct Four



**NOTICE OF MEETING AND AGENDA
OF COMMISSIONERS' COURT
OF JEFFERSON COUNTY, TEXAS
April 08, 2025**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **08th** day of **April 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 **Regular** 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:

9:00am - Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.0725 to deliberate business and financial issues relating to a contract being negotiated, that deliberation in open meeting, would have a detrimental effect on the Commissioners Court in negotiations with a third person.

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

9:45am - Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.072 to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would

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

10:00am - Announcement of a Workshop to discuss matters related to parking lot issues.

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: Everett "Bo" Alfred, Commissioner, Precinct Four

PLEDGE OF ALLEGIANCE: Cary Erickson, Commissioner, Precinct Two

PURCHASING:

- (a). Consider and approve specifications for Request for Proposal (RFP 25-008/CG), FEMA Grant Management Services for Jefferson County, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-327.

SEE ATTACHMENTS ON PAGES 9 - 73

Motion by: Alfred

Second by: Sinegal

In Favor: Branick, Erickson, Sinegal, Alfred

Action: APPROVED

- (b). Discuss and possibly approve the Purchasing Agent to enter into contract negotiations for Request for Proposal (RFP 25-002/CG), Inmate Health Care Services for Jefferson County.

NO ATTACHMENTS

Motion by: Alfred

Second by: Sinegal

In Favor: Branick, Erickson, Sinegal, Alfred

Action: APPROVED

- (c). Consider and approve, execute, receive and file renewal for (IFB 23-024/MR), Re-Bid Term Contract for Generator Inspections, Routine Maintenance and Service for Jefferson County for a second one (1) year renewal with CAT5 Resources, Inc., from May 7, 2025 to May 6, 2026, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326.

SEE ATTACHMENTS ON PAGES 74 - 74

Motion by: Alfred

Second by: Sinegal

In Favor: Branick, Erickson, Sinegal, Alfred

Action: APPROVED

- (d). Consider and approve, execute, receive and file the discretionary exemption purchase in the amount of one dollar (\$1.00) for (1) vehicle, 2024 Chevrolet Silverado 1500, VIN# 1GCUDD1RZ354238 from the Southeast Texas Auto Theft Task Force to Jefferson County Sheriff's Department. This vehicle was acquired with Task Force grant funds for the use by the Task Force and is currently titled to the City of Beaumont. This is in accordance with Texas Local Government Code 262.024 (a)(9)(C).

SEE ATTACHMENTS ON PAGES 75 - 77

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

COUNTY AUDITOR:

- (a).Consider and approve Texas General Land Office Community Development and Revitalization CDBG-DR Buyout/Acquisition Program End Use Certification Form for each property purchased.

SEE ATTACHMENTS ON PAGES 78 - 93

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

- (b).Consider and approve Jefferson County participating with the General Land Office VTIP boat turn-in program.

NO ATTACHMENTS

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

- (c).Regular County Bills – check #527064 through check #527260.

SEE ATTACHMENTS ON PAGES 94 - 101

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

- (d).Consider and approve budget transfer - Constable Pct 7 - additional cost for replacement vehicle.

SEE ATTACHMENTS ON PAGES 102 - 103

120-3071-425-6007	AUTOMOBILES	\$4,849.00	
120-9999-415-9999	CONTINGENCY APPROPRIATION		\$4,849.00

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

COUNTY COMMISSIONERS:

- (a). Consider, possibly approve and receive a donation of a mural to be displayed at Doggett Park pursuant to Sec, 81.032, Texas Local Government Code.

NO ATTACHMENTS

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

- (b). Consider, possibly approve and authorize the County Judge to execute, an MOU with Cyclyx International, LLC and ExxonMobil Product Solutions Company for the development of a plastics recycling program in Jefferson County, Texas.

NO ATTACHMENTS

Action: TABLED

ENGINEERING DEPARTMENT:

- (a). Consider and possibly approve, and authorize the County Judge to execute, receive and file an Access Permission Agreement between Jefferson County and Greenfield Environmental Multistate Trust LLC, Trustee. Intended for the purpose of collecting and analyzing soil samples within the property's public rights-of-way.

SEE ATTACHMENTS ON PAGES 104 - 109

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

HISTORICAL COMMISSION:

- (a).Consider, possibly approve, authorize the County Judge to execute, receive and file an application to the Texas Historical Commission for a Recorded Texas Historic Landmark (RTHL) designation for the 1931 Jefferson County Courthouse with a supplemental plaque to be placed at the concrete surround of the existing Jefferson County Courthouse subject marker on the front steps of the historic courthouse.

SEE ATTACHMENTS ON PAGES 110 - 112

Motion by: Alfred

Second by: Sinegal

In Favor: Branick, Erickson, Sinegal, Alfred

Action: APPROVED

RISK MANAGEMENT:

- (a).Consider and possibly approve Storage Tank Liability Insurance renewal with Liberty Surplus Insurance Corporation, effective April 6, 2025, for an annual premium of \$9,587.

SEE ATTACHMENTS ON PAGES 113 - 116

Motion by: Alfred

Second by: Sinegal

In Favor: Branick, Erickson, Sinegal, Alfred

Action: APPROVED

OTHER BUSINESS:

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

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

Jeff R. Branick
County Judge

Notice of Meeting and Agenda
April 08, 2025

Regular, April 08, 2025

There being no further business to come before the Court at this time, same is now here adjourned on this date, April 08, 2025.



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 Request for Proposal

April 8, 2025

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for Request for Proposals (RFP 25-008/CG), FEMA Grant Management Services for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, <https://jeffersoncountytexas.gov/Purchasing/> , or by calling 409-835-8593.**

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

PROPOSAL NAME: FEMA Grant Management Services for Jefferson County Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-327

PROPOSAL NUMBER: (RFP 25-008/CG)

DUE DATE/TIME: 11:00 AM CST, Wednesday, May 14, 2025

MAIL OR DELIVER TO: Jefferson County Purchasing Department
 1149 Pearl Street, 1st Floor
 Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Cindy Greene, Contract Specialist at 409-835-8593 or Cynthia.greene@jeffersoncountytexas.gov. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or email at: deb.clark@jeffersoncountytexas.gov.

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 proposal in accordance with the terms and conditions stated in this bid.

Proposers 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:
Beaumont Enterprise & Port Arthur News:
 April 9, 2025
The Examiner:
 April 10, 2025 & April 17, 2025

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PROPOSAL SUBMITTAL CHECKLIST

The Proposer's attention is especially called to the items listed below, which must be submitted in full as part of the proposal.

Failure to submit any of the documents listed below as a part of your proposal, or failure to acknowledge any addendum in writing with your proposal, or submitting a proposal on any condition, limitation, or provision not officially invited in this Request for Proposal (RFP) may cause for rejection of the proposal.

Proposer shall check each box indicating compliance.

REQUIRED FORM
Proposer:
Please complete this
form and include with
proposal submission.

THE ITEMS ON THE CHECKLIST BELOW MUST BE INCLUDED IN YOUR PROPOSAL SUBMISSION.

- ☐ Cover sheet identifying the contract/project being proposed, the name and address of the Proposer, the date of the proposal, and the email address, telephone, and facsimile numbers of Proposer.
- ☐ An acknowledgment and/or response to each section of the proposal.
- ☐ Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.
- ☐ Identification of three (3) entities for which the Proposer is providing or has provided FEMA Grant Management Services of the type requested, including the name, position, and telephone number of a contact person at each entity.
- ☐ Completed and Signed FORM 1295.
- ☐ Copy of Certificate of Insurance (COI). The COI at a minimum should reflect your firm/company's general insurance coverage.
- ☐ Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Proposer and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Proposer and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of monies under the terms of any agreement(s) relating to such services.
- ☐ **One (1) Original and three (5) Response Copies; with all copies to include a Completed Copy of this specifications packet, in its entirety.**

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

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

Please read the "Proposal Submittal Checklist" included in this package.

 Company

 Telephone Number

 Address

 Fax Number

 Authorized Representative (Please print)

 Title

 Authorized Signature

 Date

SECTION 1: INTRODUCTION TO PROPOSERS AND GENERAL REQUIREMENTS

This Request for Proposal (RFP) is to receive proposals from qualified firms regarding services for FEMA Grant Management.

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

1.1 VENDOR INSTRUCTIONS

Read the document carefully. Follow all instructions. Proposer is responsible for fulfilling all requirements and specifications. It is imperative

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

1.2 GOVERNING LAW

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

1.3 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THE RFP

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

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

1.4 NOTIFICATION OF MOST CURRENT ADDRESS

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

1.5 PROPOSAL PREPARATION COST

Cost for developing proposals is entirely the responsibility of Proposers and shall not be charged to Jefferson County.

1.6 SIGNATURE OF PROPOSAL

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

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

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

1.7 ECONOMY OF PRESENTATION

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

1.8 PROPOSAL OBLIGATION

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

1.9 INCORPORATION BY REFERENCE AND PRECEDENCE

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

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

1.10 GOVERNING FORMS

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

1.11 IMPLIED REQUIREMENTS

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

1.12 COMPLIANCE WITH RFP SPECIFICATIONS

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

1.13 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT)

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

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

1.14 FORM 1295 (TEXAS ETHICS COMMISSION)

FORM 1295 SUBMISSION REQUIREMENT/INSTRUCTIONS FOR RFP PROPOSERS:

ALL NON-EXEMPT PROPOSERS ARE REQUIRED TO SUBMIT COMPLETED FORM 1295 WITH PROPOSAL SUBMISSION.

INSTRUCTIONS:

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

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

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

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

SAMPLE: A sample of a completed FORM 1295 is included on PAGE 7.

FORM 1295 Implementation Background:

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

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

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

FORM 1295 EXEMPTIONS:

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

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

A completed Form 1295 is not required for:

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY**JEFFERSON COUNTY, TEXAS**

ADD ADDITIONAL PAGES AS NECESSARY

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.

PROPOSER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

1.15 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, a contract (executed in response to this Request for Proposal) 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 the contract 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 contract, 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.

1.16 EVALUATION

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

1.17 WITHDRAWAL OF PROPOSAL

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

1.18 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.

1.19 AWARD

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

1.20 OWNERSHIP OF PROPOSAL

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

1.21 DISQUALIFICATION OF PROPOSAL

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

1.22 CONTRACTUAL DEVELOPMENT

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

1.23 ASSIGNMENT

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

1.24 CONTRACT OBLIGATION

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

1.25 TERMINATION

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

1.26 INSPECTIONS

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

1.27 TESTING

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

1.28 LOSS, DAMAGE, OR CLAIM

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

1.29 TAXES

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

1.30 NON-DISCRIMINATION

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

1.31 CONFLICT OF INTEREST

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

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

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

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

1.32 CONFIDENTIAL/PROPRIETARY INFORMATION

If any material in the proposal submission is considered by Proposer to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Proposer), **Proposer must clearly mark the applicable pages of Proposer's proposal submission to indicate each claim of confidentiality. Additionally, Proposer must include a statement on company letterhead identifying all Proposal section(s) and page(s) that have been marked as confidential.** Jefferson County will protect from public disclosure such portions of a proposal, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire proposal submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire proposal submission subject to release under the Texas Public Information Act.

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

1.33 WAIVER OF SUBROGATION

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

1.34 ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

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

1.35 INSURANCE REQUIREMENTS

The contractor (including any and all subcontractors as defined in Section 1.36 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 1.36 Below)

1.36 WORKERS' COMPENSATION INSURANCE

1.36.1 Definitions:

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

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

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

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

1.36.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 1.35 above.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.36.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 1.36.1. – 1.36.7., with the certificates of coverage to be provided to the person for whom they are providing services.

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

1.36.11 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.

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

Note: For proposal 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 Proposer(s) prior to the issuance of a Purchase Order.

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

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 effected 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: 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	2 CFR 200 APPENDIX II I and 41 CFR §60-1.4(b)

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	
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	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 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	2 CFR 200 APPENDIX II (D)

	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	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303

	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.	
	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	<i>§135.38 Section 3 clause</i> <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i> 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 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	2 CFR 200.216

	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:	2 CFR 200.321

	(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.	
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. (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) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. (2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.	2 CFR 200.334

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: (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.	Texas Government Code 2271.002
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 _____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM

Proposer:

Please complete this form and include with proposal 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/proposal. Information on debarment is available at the following websites: www.sam.gov and <https://acquisition.gov/far/index.html> see section 52.209-6.

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

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

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

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

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

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM

<u>Proposer:</u>

Please complete this form and include with proposal submission.

SECTION 3. PROPOSAL SUBMISSION INSTRUCTIONS AND SPECIAL REQUIREMENTS

The following requirements and instructions supersede General Requirements where applicable.

3.1. SUBMISSION OF PROPOSAL

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

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

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

Respondent shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or RFQ updates. <https://jeffersoncountytexas.gov/Purchasing/>

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

Responses 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

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

All submissions must be received by 11:00 am CST, Wednesday, May 14, 2025.

- Late responses will not be accepted and will be returned unopened to the Respondent.
- Jefferson County will not accept any responsibility for responses being delivered by third party carriers.
- RFP responses will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.
- Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this RFP.
- All responses submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.
- All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

Please direct questions to Cindy Greene, Contract Specialist at 409-835-8593 or e-mail at:

Cynthia.greene@jeffersoncountytexas.gov. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or email at: deb.clark@jeffersoncountytexas.gov.

Courthouse Security:

All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver proposals must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal. Mondays and Tuesdays are particularly heavy days.

In response to the Covid-19 pandemic, Jefferson County will be implementing precautionary measures as currently recommended by the CDC within its facilities.

Respondents are strongly urged to plan accordingly.

COUNTY HOLIDAYS (2024):

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

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

3.2 PRE-PROPOSAL CONFERENCE

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

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

3.3 QUESTIONS AND DEADLINE FOR QUESTION SUBMISSION

Questions may be emailed to **Cindy Greene, Contract Specialist** at: Cynthia.greene@jeffersoncountytexas.gov or faxed at: 409-835-8456. If no response in 72 hours, contact Deborah Clark, Purchasing Agent by email at: deb.clark@jeffersoncountytexas.gov.

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

3.4 TENTATIVE SCHEDULE OF EVENTS

April 8, 2025	Issuance of Request for Proposal
May 14, 2025	Deadline Submission (late proposals will not be considered)
May 16, 2025	Proposals distributed to Evaluation Committee
May 28, 2025	Evaluation Committee Convenes to Tabulate Scoring and Determines Short List
June 3, 2025	If Applicable: Conduct Interview/Best and Final Offer/Short List
June 24, 2025	Recommendation for Award

Please note:

The above schedule of events is *tentative* in nature. Dates listed are subject to change.

SECTION 4. PROPOSAL FORMAT REQUIREMENTS

4.1 INTRODUCTION TO PROPOSAL FORMAT REQUIREMENTS

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

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

4.2 ORGANIZATION OF PROPOSAL CONTENTS

Each proposal must be organized in the manner described below:

- A. Transmittal Letter
- B. Table of Contents
- C. Executive Summary
- D. Proposer Identifying Information
- E. Proposer Personnel and Organization
- F. Cost Proposal Form (PAGE 44)
- G. Copy of RFP Specifications and any Addenda in their entirety.
(Note: All forms should be completed, and any information requested should be inserted/included)

4.3 TRANSMITTAL LETTER

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

The transmittal letter must be signed by a person legally authorized to bind the Proposer to the representations in the response. In the case of a joint proposal, each party must sign the transmittal letter. The Proposer also must indicate, in its transmittal letter, why it believes that it is the most qualified Proposer to provide the services described in this RFP.

The transmittal letter must include a statement of acceptance of the terms and conditions of the contract resulting from this RFP. If Proposer takes exception to any of the proposed terms and conditions stated in this RFP, those exceptions must be noted in the transmittal letter. However, Proposer must realize that failure to accept the terms specified in this proposal may result in disqualification of the proposal.

4.4 TABLE OF CONTENTS

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

4.5 EXECUTIVE SUMMARY

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

4.6 PROPOSER IDENTIFYING INFORMATION

Proposers must provide the following identifying information with their proposal submission:

- a. Name and address of business entity submitting the proposal;
- b. Type of business entity (i.e., corporation, partnership);
- c. Place of incorporation, if applicable;
- d. Name and location of major offices and other facilities that relate to the Proposer's performance under the terms of this RFP;
- e. Name, address, business and fax number of the Proposer's principal contact person regarding all contractual matters relating to this RFP;
- f. The Proposer's Federal Employer Identification Number, Jefferson County Vendor Number and Jefferson County Business License Number, if any;
- g. Full name and address for each member, partner, and employee of the Proposer (and any subcontractors) who will perform services on this project; and
- h. A statement regarding the financial stability of the Proposer, including the ability of the Proposer to perform the functions required by this RFP and to provide those services represented by the Proposer in its response.

4.7 PROPOSER'S PERSONNEL AND ORGANIZATION

The Proposer must provide resumes of all key personnel that will be involved in performing the project, and must provide for each person:

- a. Full name (including full middle name);
- b. An employment history;
- c. A specific description of relevant experience and skills that person has in connection with the conduct of financial advisory services that is the subject of this RFP (limit one page);
- d. A specific indication of what role the individual will have in this project; and
- e. Any additional helpful information to indicate the individual's ability to aid the Proposer in successfully performing the work involved in this RFP (limit to one page).

The resumes must present the required personnel in sufficient detail as to provide the County an indication that the personnel involved can perform the work specified in this RFP. All proposed personnel will be subject to the County approval.

Jefferson County is committed to using the selected Performance Review Company according to reasonable and well-planned timeframes, to the extent possible. Jefferson County is committed to making available its personnel in a similar manner to enable the Performance Review team able to perform its duties in a timely basis.

Each Proposer is required to make a statement as to the availability of key personnel to Jefferson County when required. The key personnel who are to work on this project, identified in the proposal as such, are considered to be essential to the services to be provided. No substitutions of key personnel following contract award will be made without the prior written consent of Jefferson County Commissioners' Court. All requested substitutes must be submitted to the Jefferson County Commissioners' Court, or, together with their resumes, for approval.

Each of the successful Proposer's personnel is subject to removal from this project by Jefferson County Commissioners' Court. In addition, if the person removed is among the project's key personnel, the replacement must be approved by Jefferson County Commissioners' Court. All replacements of key personnel will be paid at the same rate as the person who was replaced, unless the rate normally charged by the replacement is lower, in which case the lower rate will be paid. All replacements of key personnel must be of equal or superior experience as the person replaced.

If applicable, each Proposer must provide a detailed statement setting forth the proposed hourly billing rate for all key personnel, and for each additional staff member to be assigned to the project. The hours each of the key personnel and other staff members are projected to work on the project.

Each Proposer must provide any equipment, software, or data communication lines required by the successful Proposer's personnel to complete the work specified in this document. Each Proposer also must identify any personnel related through blood or marriage to the County or to any current employee of the County.

Each Proposer must provide an organizational chart covering the services offered in its proposal, indicating lines of authority, names, titles, and functions of individuals assigned. The Proposer must assign a contact person to the project.

SECTION 5. PROJECT OBJECTIVE AND SCOPE OF SERVICES

PROJECT OBJECTIVE AND SCOPE OF SERVICES

Jefferson County seeks a Contractor to provide FEMA Grant Management Services for Jefferson County which may include, but not limited to, Public Assistance Grant Funding and Hazard Mitigation Assistance Grants.

5.1 Grant Management

FEMA related services may be performed on a time and expense basis, which is invoiced monthly.

Consultant's compensation will be a function of the level of effort provided to the Jefferson County, and based on the tasks requested. Consultants should present rates for each engagement team member or position. These positions are the key personnel that will be working on projects for Jefferson County. The hourly rates should be listed on the Cost Proposal Form provided in this Request for Proposal. Jefferson County has the ability to decide if and when to activate Disaster Recovery Services and where assistance is required.

Expense reimbursement should include airfare, transportation, lodging, meals and incidentals. Consultant will make every effort to keep expenses to a minimum.

A "not to exceed" amount and description of work to be completed will be set at the time of the Notice to Proceed or Purchase Order agreed upon by both parties.

5.2 Contract Agreement

Once a Contract is awarded, the cost offered by the successful Consultant shall remain firm for the term of the contract. Contract shall be for a period of two (2) years.

5.3 Approach and Scope of Work

Consultant will provide Jefferson County with services designed to help maximize FEMA funding, expedite the process, and retain the funds during project closeout and audit. The following bullets present the services that should be available under this engagement.

5.4 Grant Management Tasks

- Provide assistance on grant application
- Provide general grant management advice
- Assist in the development of a disaster-recovery team
- Assist in the development of a comprehensive recovery strategy
- Provide advice to the disaster-recovery team as appropriate and participate in meetings
- Prepare draft correspondence to the State and to FEMA as necessary

5.5 Eligibility Tasks

- Review eligibility issues, and work with Jefferson County to develop justifications to FEMA and the State

- Attend meetings with Jefferson County, State and FEMA to negotiate individual Project Worksheets as needed
- Assist Jefferson County departments with compiling and summarizing Category A through G costs for FEMA and the State
- Assist Jefferson County to prepare Project Worksheets for small and large projects based upon information provided by the departments
- Provide oversight to departments having difficulty with their applications
- Assist in determining if all eligible damages have been properly quantified and presented to inspectors/Project Officers
- Work with Jefferson County to resolve disputes that may arise
- If Jefferson County disagrees with FEMA determinations, assist to strategize and write the appeals
- When Jefferson County has completed all projects and drawn down reimbursement for all eligible costs; assist with preparations for State/FEMA final inspections and audits, and also participate in exit conferences with State/FEMA

5.6 Allowability Tasks

- Assist Jefferson County in developing an approach to filing and tracking costs
- Review contracts and purchasing documentation
- Review documentation prepared by departments
- Assist in capturing and summarizing eligible costs for selected departments
- Meet requirements of Direct Administration Cost (DAC) claim in a format approved by FEMA for reimbursement
- Work with Jefferson County to insure compliance is met with Federal regulations and FEMA policies, including Federal procurement regulations

5.7 Engagement Management Tasks

- Prepare program management plan
- Attend status meetings
- Prepare invoices and supporting documentation

SECTION 6. PROPOSAL REQUIREMENTS

6.1 OBJECTIVE OF PROPOSAL

Each proposal must include a detailed work plan that addresses how work for Jefferson County would be performed. It shall include detailed personnel assignments. A detailed description of major deliverables to be provided must also be included.

The proposal must include a sample timeline for the completion of each major task included in the proposal to the extent practicable, as well as projected completion dates for each major activity required. All proposals submitted in response to this RFP become the property of Jefferson County.

6.2 PROPOSER EXPERIENCE

The Successful Proposer must demonstrate extensive experience in and understanding of the nature of research and analysis required in order to carry out the intent of this project.

The proposal must identify all key personnel who are to be part of the proposed consultant team and detail their experience. Jefferson County Commissioners' Court reserves the right to approve each member of the team and to request substitutions.

The Proposer must describe in detail the current and historical experience the Proposer and its subcontractors have that would be relevant to completing the project. The Proposer must provide descriptions and references for all engagements of comparable complexity and sensitivity to the requirements of this RFP that have been conducted within the past five (5) years. References must contain the name of key contacts and a telephone number. The description of experience must be detailed and cover all relevant contracts that the Proposer and its subcontractors, as applicable, have had and all experience similar to this contract that qualifies the Proposer to meet the requirements of this contract. Included must be the names, titles, addresses, and current telephone numbers of organizations that may be contacted to verify qualifying experience.

The Proposer must indicate whether the organizations so listed are included for the purpose of verifying the Proposer's qualifying experience, or the qualifying experience of its subcontractors. Each experience statement also must include the name and types of services directly provided by the Proposer under the contract, and whether the Proposer was the contractor or subcontractor.

The Proposer must briefly state why it believes its proposed services best meet the County's needs and RFP requirements, and the Proposer also must concisely describe any additional features, aspects, or advantages of its services in any relevant area not covered elsewhere in its proposal.

6.3 TYPE OF SERVICES PROVIDED BY PROPOSER

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

1. FEMA Grant Management.

6.4 LAWS AND REGULATIONS

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

SECTION 7. PROPOSAL EVALUATION AND SELECTION PROCESS

7.1 INTRODUCTION TO EVALUATION AND SELECTION PROCESS

The proposal evaluation and selection process is detailed in this section, as are other factors, and the format in which the cost response of each proposal must be submitted.

7.2 COST PROPOSAL

The Proposer must utilize the form provided on **PAGE 44 of these specifications** in its submission of a cost proposal in response to this RFP. The cost proposal must be included in each copy of the proposal. Any reworked version of this provided form that is intended to be a substitute for **PAGE 44 of these specifications**, that is provided by a Proposer may be determined as non-responsive, and may result in the proposal's disqualification.

7.3 EVALUATION COMMITTEE

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

7.4. EVALUATION PROCESS

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

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

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

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

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

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee and Commissioners' Court. 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.

7.5 PROPOSAL EVALUATION CRITERIA:

a. SCOPE OF SERVICES PROVIDED – 15%

A comparison will be made of the proposal to the RFP taking into consideration clarity, convenience, responsiveness and overall quality of proposal.

b. COST OF SERVICES – 15%

Cost of services will be considered over the entire engagement. Jefferson County, however, is not committed to the selection of the lowest cost proposer, only to the selection of the proposer which is most advantageous.

c. EXPERIENCE – 20%

Demonstrated successful Texas experience with entities of similar or larger size than Jefferson County.

d. GRANT MANAGEMENT SYSTEM – 15%

Each proposal will include a program management plan. This plan should address what type of systems are used to insure Grant Compliance in order for the County to receive maximum reimbursement.

e. CLAIM MANAGEMENT SYSTEM – 15%

Evaluation of accessibility, user interface and capability of the proposed system to capture and analyze claims and loss control data. Jefferson County intends to utilize the claims system for future use only, unless the claim system is needed to address, obtain and maintain insurance issues.

f. FINANCIAL STANDING AND CAPACITY OF THE PROPOSER – 10%

Each proposal will include a financial statement.

g. REFERENCES – 10%

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

COST PROPOSAL FORM

Using this form, each Proposer must state its proposed charges. Each Proposer's charges must include the entire cost of providing the services identified in this RFP. Please use additional pages if needed.

Cost/Fee Proposals may be submitted in any form(s). Cost will be a factor in the County's selection process.

Name of Proposer:	
Signature:	
Title:	

Position Description	Hourly Rate
	\$
	\$
	\$
	\$
	\$

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

NON-DISCLOSURE AGREEMENT

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

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

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

[Printed Name of Consultant]

By: _____
 Title: _____
 Date: _____

REQUIRED FORM

Proposer:

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

RESPONDENT INFORMATION FORM

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

RFP Number & Name: (RFP 25-008/CG), FEMA Grant Management Services for Jefferson County

Proposer's Company/Business Name: _____

Proposer's TAX ID Number: _____

If Applicable: HUB Vendor No. _____ DBE Vendor No. _____

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

Alternate Phone Number if available (with area code): _____

Fax Number (with area code): _____

Email Address: _____

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

Address

City, State, Zip Code

REQUIRED FORM**Proposer:**

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

VENDOR REFERENCES FORM

Proposer: 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

Proposer: Please complete this form and include with proposal submission.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

SIGNATURE PAGE

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

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

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

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

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

RFP Respondent (Entity Name)

Signature

Street & Mailing Address

Print Name

City, State & Zip

Date Signed

Telephone Number

Fax Number

E-mail Address

REQUIRED FORM
Proposer:

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

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

Signature of Contractor's Authorized Official

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

Date

REQUIRED FORM

Proposer:

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

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

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

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

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

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

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

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

- (2) the vendor:

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

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

- (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

CONFLICT OF INTEREST QUESTIONNAIRE

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.		
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 Date		

Adopted 8/7/2015

REQUIRED FORM

Proposer:

Please complete this form and include with proposal 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 _____ Signature of Local Government Officer 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. 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

This information must be submitted with your proposal.

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

Did the Prime Contractor/Consultant . . .

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

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

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

Printed Name of Authorized Representative

Signature

Title

Date

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

☐ Yes ☐ No

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

Proposer:

Please complete this form and include with proposal submission.

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

☐ All subcontractors to be utilized are "Non-HUBs." (*Complete Part III*)

☐ HUBs were solicited but did not respond.

☐ HUBs solicited were not competitive.

☐ HUBs were unavailable for the following trade(s):

☐ Other:

☐ Yes ☐ No

Description of Subcontract Work to be Performed:

Please complete this form and include with proposal submission.

PAGE 60 OF 64

RESIDENCE CERTIFICATION/TAX FORM

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

(3) “Non-resident RFP Respondent” refers to a person who is not a resident.

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

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

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

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

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

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

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

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

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

HOUSE BILL 89 VERIFICATION

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

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

Pursuant to Section 2270.002, Texas Government Code:

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

Signature of Company Representative

Date

On this _____ day of _____, 20____, personally appeared

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

Notary Seal

Notary Signature

Date

REQUIRED FORM

Proposer:

Please complete this form and include with proposal 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

RESPONDENT'S AFFIDAVIT

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

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

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

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

NAME OF BUSINESS

BY:

Sworn to and subscribed before me
this _____ day of
_____, 2025

SIGNATURE

NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS

Notary Public

State of _____

CITY, STATE, ZIP CODE

My Commission Expires: _____

() _____
TELEPHONE NUMBER

REQUIRED FORM

Proposer:

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

**CONTRACT RENEWAL FOR (IFB 23-024/MR)
RE-BID TERM CONTRACT FOR GENERATOR INSPECTIONS, ROUTINE
MAINTENANCE AND SERVICE FOR JEFFERSON COUNTY**

The County entered into a contract with CAT5 Resources, Inc. for one (1) year, from May 9, 2023 to May 8, 2024, with an option to renew the contract for up to a three (3) year period.

Pursuant to the contract, Jefferson County hereby exercises its second and final one-year option to renew the contract for one (1) additional year from May 7, 2025 to May 6, 2026.

ATTEST:

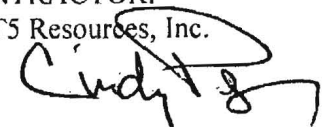

Roxanne Acosta Hellberg, County Clerk

JEFFERSON COUNTY, TEXAS


Jeff Branick, County Judge



CONTRACTOR:
CAT5 Resources, Inc.


(Name) Cindy Perez, CEO

**SOUTHEAST TEXAS AUTO THEFT TASK FORCE USE AND
MAINTENANCE AGREEMENT**

For one dollar (\$1.00) and other consideration, consideration of which is herein acknowledged, the Southeast Texas Auto Theft Task Force (hereinafter referred to as "Task Force") agrees, via its Project Director, to transfer title of the vehicle identified as a 2024 Chevrolet Silverado 1500, VIN: 1GCUDD1RZ354238, (which vehicle was acquired with Task Force grant funds for use by the Task Force and is currently titled to the City of Beaumont) to Jefferson County under the following terms and conditions:

- 1) The vehicle identified above (hereinafter referred to as the vehicle") shall be maintained by Jefferson County in accordance with the maintenance standards established by the manufacturer. All maintenance records on the vehicle shall promptly be provided to the Task Force and shall be available upon request to the Task Force.
- 2) The vehicle shall be used for Task Force purposes and is to be driven solely by the designated peace officer of Jefferson County who is assigned to the Task Force.
- 3) By assuming title to the vehicle, Jefferson County agrees to be responsible for all damages to the vehicle, and all maintenance and repairs to the vehicle, in accordance with manufacturer's standards for the period of time that Jefferson County retains title. Specifically, if the vehicle is damaged while in the possession of Jefferson County, the Task Force will be reimbursed by Jefferson County for either the reasonable replacement (in accordance with NADA values & standards) or reasonable repair (in accordance with manufacturer's standards). Further, Jefferson County, by assuming title to the vehicle, agrees not to sell or transfer title of the vehicle without approval in writing from the Task Force via its Project Director. Further, Jefferson County also hereby agrees that all proceeds from any such sale or transfer of the vehicle shall be payable to the Task Force and will be so paid to the Task Force.
- 4) Further, if at any time the vehicle ceases to be used in accordance with the terms and conditions of the Interlocal Agency Agreement governing the Task Force and/or this agreement, then Jefferson County agrees to transfer title of the vehicle to the Task Force. Specifically, upon written request from the Task Force Project Director for return of the vehicle, Jefferson County hereby agrees that it will transfer title of the above identified vehicle to the MVCPA/Southeast Texas Auto Theft Task Force within 30 (thirty) days.
- 5) If the vehicle is damaged while titled to Jefferson County, Jefferson County hereby agrees to make all necessary repairs to the vehicle, within 60 (sixty) days, in

accordance with manufacturer's standards, so as to maintain reasonable replacement value of the vehicle.

6) If the vehicle is damaged beyond reasonable repair (i.e. totaled) Jefferson County will promptly pay the Task Force the NADA replacement value of the vehicle within 90 (ninety) days.

7) This agreement will continue in effect for 60 (sixty) days after the expiration of the Interlocal Agency Agreement establishing the Southeast Texas Auto Theft Task Force, as long as efforts are being made to renew the Interlocal Agency Agreement establishing the Southeast Texas Auto Theft Task Force.

8) It is understood and agreed that the Task Force will have no responsibility for the operation or maintenance of the vehicle while it is titled to Jefferson County. Jefferson County will be responsible for the vehicle, while it retains title, in accordance with the provisions of the Texas Tort Claims Act and Texas law. Jefferson County agrees and understands that it will be solely responsible for any negligent operation of the vehicle resulting in property damage and/or personal injuries.

9) Title to the vehicle will be transferred promptly after execution of this agreement by all signatories, and not later than 30 (thirty) days after execution of this agreement.

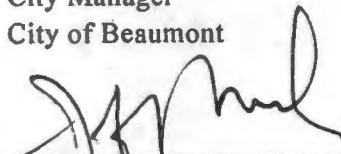
10) This document constitutes the entire agreement among the parties concerning the vehicle identified in this agreement and any changes or amendments shall be in writing and signed by all parties or their duly appointed representatives.



ATTEST 
DATE 9/8/25



Kenneth Williams
City Manager
City of Beaumont



Jeff Branick
County Judge
Jefferson County



Lt. Lance Tiner
Project Director
Southeast Texas Auto Theft Task Force

RESOLUTION NO. 25-047

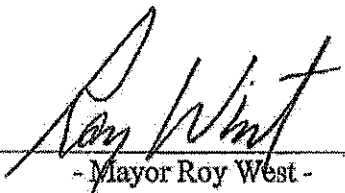
BE IT RESOLVED BY THE CITY COUNCIL

OF THE CITY OF BEAUMONT:

THAT the City Manager be and he is hereby authorized to execute all documents necessary, specifically including a contract between the Southeast Texas Auto Theft Task Force ("Task Force") and City of Beaumont, Texas, to transfer the title of a 2024 Chevrolet Silverado truck, purchased in the name of the City of Beaumont, to Jefferson County Sheriff's Department for maintenance and insurance purposes.

The meeting at which this resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 25th day of March, 2025.


- Mayor Roy West -





Texas General Land Office
Community Development and Revitalization
CDBG-DR Buyout/Acquisition Program
End Use Certification Form

Funding Source: (e.g. Pub. L 115-31 and 115-56) (Harvey)	Federal Award Number: (e.g. Harvey- B-17-DL-48-0002)
Subrecipient/State: Jefferson County / Texas	Contract #: 20-066-036-C242 Simmons: GL017-31243-P
Service Area and Project Name: SETRPC / Jefferson County Buyout Program	
Activities under the CDBG-<u>DR</u> Local Buyout and Acquisition program are required to design and meet end use goals to support the National Objective on the project. The end use should be outlined in the Subrecipient's program guidelines, and documentation is required to be on file demonstrating that the end use has been met and will continue to be met for the timeframe outlined in the guidelines. Buyout Property acquired through a buyout program will be dedicated and maintained in perpetuity for an end use that is compatible with open space, recreational, or floodplain and wetlands management practices other purposes allowed by HUD and accepted by the GLO. No new structure will be erected on property acquired, accepted, or from which a structure was removed under the buyout program other than: (1) a public facility that is open at all sides and functionally related to a designated open space (e.g., a park, campground, or outdoor recreation area); (2) a rest room; or (3) a flood control structure, provided that structure does not reduce valley storage, increase erosive velocities, or increase flood heights on the opposite bank, upstream or downstream, and that the local floodplain manager approves, in writing, before the commencement of the construction of the structure. Acquisition Properties purchased under an Acquisition for Redevelopment program are eligible for redevelopment in the future in a resilient manner to protect future occupants of the property. The end use on the acquired property must ensure that the property continues to meet one of the CDBG program's national objective for at least five years. Some examples of national objectives and eligible activities that will compliantly meet final disposition of property requirements are presented in the Housing and Community Development Act of 1974: i. Low- or Moderate-Income Housing 105(a)4. Development of affordable rental housing, with a minimum of 5 years of affordability, Development is subject to all new construction elevation, green building standards, broadband, and all other applicable compliance standards. Flood insurance must be maintained on property in perpetuity, if located in the SFHA. ii. Low or Moderate Income- Area 105(a)2, 105(a)4, 105(a) 17. Development of a public infrastructure facility that serves an LMI residential area, development of a grocery store that serves an LMI residential area. Development is subject to all new construction elevation and green building standards and all other compliance requirements, as applicable. Flood insurance must be maintained on property in perpetuity, if located in the SFHA. iii. Urgent Need 105(a)2, 105(a)4, 105(a)17 Development of a project that is eligible but does not meet one of the LMI requirements of directly or indirectly benefitting at least 51% LMI persons.	

Project Description

Provide a brief description of the project and the National Objective:

The urgent need national objective for this CDBG-DR Buyout Program directly addresses a serious threat to the community's welfare. The land use can be used for a variety of purposes. Including flood storage, open space, or parks.

End Use

The property will be maintained by the county or its designee in perpetuity for an end use that is compatible with open space, recreational or floodplain and wetlands management practices other purposes allowed by HUD and accepted by the GLO.

Documentation Attached

Please attach documentation to demonstrate that the end use has been met. Check all that are attached

☒ Deed Restrictions **TPD**

☐ Photos

☐ Affordability Covenants

☐ Other Please Specify:

Certification of Signature

By signing this form, the elected official certifies that the information provided is true and accurate to the best of his/her knowledge and belief.

WARNING: ANY PERSON WHO KNOWINGLY MAKES A FALSE CLAIM OR STATEMENT TO HUD MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES UNDER 18 U.S.C. 287, 1001 AND 31 U.S.C 3729.

Printed Name of Elected Official: Jeff R. Branick

Title: County Judge, Jefferson
County, Texas

Signature:

Date:

Disclaimer: The Texas General Land Office has made every effort to ensure the information contained on this form is accurate and in compliance with the most up-to-date CDBG-DR and/or CDBG-MIT federal rules and regulations, as applicable. It should be noted that the Texas General Land Office assumes no liability or responsibility for any error or omission on this form that may result from the interim period between the publication of amended and/or revised federal rules and regulations and the Texas General Land Office's standard review and update schedule.



Texas General Land Office
Community Development and Revitalization
CDBG-DR Buyout/Acquisition Program
End Use Certification Form

Funding Source: (e.g. Pub. L 115-31 and 115-56) (Harvey)	Federal Award Number: (e.g. Harvey- B-17-DL-48-0002)
Subrecipient/State: Jefferson County / Texas	Contract #: 20-066-036-C242 McClendon: GLO17-30462-P
Service Area and Project Name: SETRPC / Jefferson County Buyout Program	
Activities under the CDBG-<u>DR</u> Local Buyout and Acquisition program are required to design and meet end use goals to support the National Objective on the project. The end use should be outlined in the Subrecipient's program guidelines, and documentation is required to be on file demonstrating that the end use has been met and will continue to be met for the timeframe outlined in the guidelines. Buyout Property acquired through a buyout program will be dedicated and maintained in perpetuity for an end use that is compatible with open space, recreational, or floodplain and wetlands management practices other purposes allowed by HUD and accepted by the GLO. No new structure will be erected on property acquired, accepted, or from which a structure was removed under the buyout program other than: (1) a public facility that is open at all sides and functionally related to a designated open space (e.g., a park, campground, or outdoor recreation area); (2) a rest room; or (3) a flood control structure, provided that structure does not reduce valley storage, increase erosive velocities, or increase flood heights on the opposite bank, upstream or downstream, and that the local floodplain manager approves, in writing, before the commencement of the construction of the structure. Acquisition Properties purchased under an Acquisition for Redevelopment program are eligible for redevelopment in the future in a resilient manner to protect future occupants of the property. The end use on the acquired property must ensure that the property continues to meet one of the CDBG program's national objective for at least five years. Some examples of national objectives and eligible activities that will compliantly meet final disposition of property requirements are presented in the Housing and Community Development Act of 1974: i. Low- or Moderate-Income Housing 105(a)4. Development of affordable rental housing, with a minimum of 5 years of affordability, Development is subject to all new construction elevation, green building standards, broadband, and all other applicable compliance standards. Flood insurance must be maintained on property in perpetuity, if located in the SFHA. ii. Low or Moderate Income- Area 105(a)2, 105(a)4, 105(a) 17. Development of a public infrastructure facility that serves an LMI residential area, development of a grocery store that serves an LMI residential area. Development is subject to all new construction elevation and green building standards and all other compliance requirements, as applicable. Flood insurance must be maintained on property in perpetuity, if located in the SFHA. iii. Urgent Need 105(a)2, 105(a)4, 105(a)17 Development of a project that is eligible but does not meet one of the LMI requirements of directly or indirectly benefitting at least 51% LMI persons.	

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Documentation Attached

Please attach documentation to demonstrate that the end use has been met. Check all that are attached

☒ Deed Restrictions -To be determined

☐ Photos

☐ Affordability Covenants

☐ Other Please Specify:

Certification of Signature

By signing this form, the elected official certifies that the information provided is true and accurate to the best of his/her knowledge and belief.

WARNING: ANY PERSON WHO KNOWINGLY MAKES A FALSE CLAIM OR STATEMENT TO HUD MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES UNDER 18 U.S.C. 287, 1001 AND 31 U.S.C 3729.

Printed Name of Elected Official: Jeff R. Branick

Title: County Judge, Jefferson
County, Texas

Signature:

Date:

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Texas General Land Office
Community Development and Revitalization
CDBG-DR Buyout/Acquisition Program
End Use Certification Form

Funding Source: (e.g. Pub. L 115-31 and 115-56) (Harvey)	Federal Award Number: (e.g. Harvey- B-17-DL-48-0002)
Subrecipient/State: Jefferson County / Texas	Contract #: 20-066-036-C242 Champagne: GLO17-30462-P
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Documentation Attached

Please attach documentation to demonstrate that the end use has been met. Check all that are attached

- ☒ Deed Restrictions **TBD**
- ☐ Photos
- ☐ Affordability Covenants
- ☐ Other Please Specify:

Certification of Signature

By signing this form, the elected official certifies that the information provided is true and accurate to the best of his/her knowledge and belief.

WARNING: ANY PERSON WHO KNOWINGLY MAKES A FALSE CLAIM OR STATEMENT TO HUD MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES UNDER 18 U.S.C. 287, 1001 AND 31 U.S.C 3729.

Printed Name of Elected Official: Jeff R. Branick

Title: County Judge, Jefferson
County, Texas

Signature:

Date:

Disclaimer: The Texas General Land Office has made every effort to ensure the information contained on this form is accurate and in compliance with the most up-to-date CDBG-DR and/or CDBG-MIT federal rules and regulations, as applicable. It should be noted that the Texas General Land Office assumes no liability or responsibility for any error or omission on this form that may result from the interim period between the publication of amended and/or revised federal rules and regulations and the Texas General Land Office's standard review and update schedule.



Texas General Land Office
Community Development and Revitalization
CDBG-DR Buyout/Acquisition Program
End Use Certification Form

Funding Source: (e.g. Pub. L 115-31 and 115-56) (Harvey)	Federal Award Number: (e.g. Harvey- B-17-DL-48-0002)
Subrecipient/State: Jefferson County / Texas	Contract #: 20-066-036-C242 Webster: GL017-29510-P
Service Area and Project Name: SETRPC / Jefferson County Buyout Program	
Activities under the CDBG-DR Local Buyout and Acquisition program are required to design and meet end use goals to support the National Objective on the project. The end use should be outlined in the Subrecipient's program guidelines, and documentation is required to be on file demonstrating that the end use has been met and will continue to be met for the timeframe outlined in the guidelines. Buyout Property acquired through a buyout program will be dedicated and maintained in perpetuity for an end use that is compatible with open space, recreational, or floodplain and wetlands management practices other purposes allowed by HUD and accepted by the GLO. No new structure will be erected on property acquired, accepted, or from which a structure was removed under the buyout program other than: (1) a public facility that is open at all sides and functionally related to a designated open space (e.g., a park, campground, or outdoor recreation area); (2) a rest room; or (3) a flood control structure, provided that structure does not reduce valley storage, increase erosive velocities, or increase flood heights on the opposite bank, upstream or downstream, and that the local floodplain manager approves, in writing, before the commencement of the construction of the structure. Acquisition Properties purchased under an Acquisition for Redevelopment program are eligible for redevelopment in the future in a resilient manner to protect future occupants of the property. The end use on the acquired property must ensure that the property continues to meet one of the CDBG program's national objective for at least five years. Some examples of national objectives and eligible activities that will compliantly meet final disposition of property requirements are presented in the Housing and Community Development Act of 1974: i. Low- or Moderate-Income Housing 105(a)4. Development of affordable rental housing, with a minimum of 5 years of affordability, Development is subject to all new construction elevation, green building standards, broadband, and all other applicable compliance standards. Flood insurance must be maintained on property in perpetuity, if located in the SFHA. ii. Low or Moderate Income- Area 105(a)2, 105(a)4, 105(a) 17. Development of a public infrastructure facility that serves an LMI residential area, development of a grocery store that serves an LMI residential area. Development is subject to all new construction elevation and green building standards and all other compliance requirements, as applicable. Flood insurance must be maintained on property in perpetuity, if located in the SFHA. iii. Urgent Need 105(a)2, 105(a)4, 105(a)17 Development of a project that is eligible but does not meet one of the LMI requirements of directly or indirectly benefitting at least 51% LMI persons.	

Project Description

Provide a brief description of the project and the National Objective:

The urgent need national objective for this CDBG-DR Buyout Program directly addresses a serious threat to the community's welfare. The land use can be used for a variety of purposes. Including flood storage, open space, or parks.

End Use

The property will be maintained by the county or its designee in perpetuity for an end use that is compatible with open space, recreational or floodplain and wetlands management practices other purposes allowed by HUD and accepted by the GLO.

Documentation Attached

Please attach documentation to demonstrate that the end use has been met. Check all that are attached

☒ Deed Restrictions **TBD**

☐ Photos

☐ Affordability Covenants

☐ Other Please Specify:

Certification of Signature

By signing this form, the elected official certifies that the information provided is true and accurate to the best of his/her knowledge and belief.

WARNING: ANY PERSON WHO KNOWINGLY MAKES A FALSE CLAIM OR STATEMENT TO HUD MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES UNDER 18 U.S.C. 287, 1001 AND 31 U.S.C 3729.

Printed Name of Elected Official: Jeff R. Branick

Title: County Judge, Jefferson
County, Texas

Signature:

Date:

Disclaimer: The Texas General Land Office has made every effort to ensure the information contained on this form is accurate and in compliance with the most up-to-date CDBG-DR and/or CDBG-MIT federal rules and regulations, as applicable. It should be noted that the Texas General Land Office assumes no liability or responsibility for any error or omission on this form that may result from the interim period between the publication of amended and/or revised federal rules and regulations and the Texas General Land Office's standard review and update schedule.

PGM: GMCOMMV2	DATE	PAGE: 1	
	04-08-2025		94
NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
CHAPMAN VENDING	233.80	527230	233.80**
ROAD & BRIDGE PCT.#1			
SPIDLE & SPIDLE	4,061.59	527067	
M&D SUPPLY	76.55	527105	
ACE IMAGEWEAR	75.22	527116	
ADVANCE AUTO PARTS	125.79	527192	
ASCO	990.65	527194	
MARTIN MARIETTA MATERIALS	18,510.15	527203	
AMAZON CAPITAL SERVICES	209.25	527241	24,049.20**
ROAD & BRIDGE PCT.#2			
CITY OF NEDERLAND	87.48	527080	
CURETON & SON	72.00	527083	
ENTERGY	189.46	527096	
RITTER @ HOME	527.78	527112	
SETZER HARDWARE, INC.	18.49	527115	
ACE IMAGEWEAR	39.84	527116	
SMART'S TRUCK & TRAILER, INC.	8.44	527117	
S.E. TEXAS BUILDING SERVICE	520.00	527118	
W. JEFFERSON COUNTY M.W.D.	317.20	527122	
BUMPER TO BUMPER	38.92	527165	
SHOPPA'S FARM SUPPLY	108.70	527199	
GULF COAST	719.55	527223	2,647.86**
ROAD & BRIDGE PCT. # 3			
BEAUMONT TRACTOR COMPANY	32.67	527072	
CINTAS, INC.	23.95	527077	
PHILPOTT MOTORS, INC.	127.20	527107	
AT&T	52.64	527121	
W. JEFFERSON COUNTY M.W.D.	29.93	527122	
SOUTHERN TIRE MART, LLC	325.46	527126	
TEXAS GAS SERVICE	560.56	527157	
WINDSTREAM	49.13	527169	1,201.54**
ROAD & BRIDGE PCT.#4			
CINTAS, INC.	322.60	527077	
CITY OF BEAUMONT - WATER DEPT.	25.18	527078	
ENTERGY	1,011.31	527096	
M&D SUPPLY	334.28	527105	
SMART'S TRUCK & TRAILER, INC.	215.98	527117	
W. JEFFERSON COUNTY M.W.D.	101.86	527122	
UNITED STATES POSTAL SERVICE	9.66	527147	
TEXAS CONFERENCE OF URBAN COUNTIES	450.00	527154	
TRAFFIC SUPPLY, INC.	3,332.50	527158	
ON TIME TIRE	1,934.16	527189	
CINTAS CORPORATION	155.44	527205	
O'REILLY AUTO PARTS	245.80	527216	
GULF COAST	284.85	527223	8,423.62**
PARKS & RECREATION			
ENTERGY	247.02	527096	
W. JEFFERSON COUNTY M.W.D.	59.86	527122	
LOWE'S HOME CENTERS, INC.	439.83	527153	746.71**
GENERAL FUND			
TAX OFFICE			
ACE IMAGEWEAR	43.75	527116	
UNITED STATES POSTAL SERVICE	686.52	527147	
ODP BUSINESS SOLUTIONS, LLC	226.97	527238	957.24*
COUNTY HUMAN RESOURCES			
PINNACLE MEDICAL MANAGEMENT CORP	150.00	527108	

PGM: GMCOMMV2	DATE	PAGE:	2	
	04-08-2025			95
NAME	AMOUNT	CHECK NO.	TOTAL	
UNITED STATES POSTAL SERVICE	11.71	527147		
BAPTIST PHYSICIAN NETWORK	28.00	527151		
			189.71*	
AUDITOR'S OFFICE				
UNITED STATES POSTAL SERVICE	78.12	527147		
THOMSON REUTER TAX & ACCNTG INC R&G	676.90	527173		
TEXAS ASSOCIATION OF COUNTIES	750.00	527212		
			1,505.02*	
COUNTY CLERK				
FED EX	94.41	527089		
UNITED STATES POSTAL SERVICE	150.49	527147		
FUNCTION4	695.72	527233		
			940.62*	
COUNTY JUDGE				
THOMAS O. MOSES	500.00	527167		
JEFF R BRANICK	1,252.66	527170		
GREGORY LAW FIRM	500.00	527187		
THOMSON REUTERS-WEST	137.38	527195		
			2,390.04*	
RISK MANAGEMENT				
UNITED STATES POSTAL SERVICE	3.04	527147		
AMAZON CAPITAL SERVICES	13.98	527241		
			17.02*	
COUNTY TREASURER				
UNITED STATES POSTAL SERVICE	292.73	527147		
			292.73*	
PRINTING DEPARTMENT				
PARKER BUSINESS FORMS	66.62	527178		
AMAZON CAPITAL SERVICES	77.40	527241		
			144.02*	
PURCHASING DEPARTMENT				
THE EXAMINER	362.50	527087		
FED EX	2.82	527090		
CASH ADVANCE ACCOUNT	692.37	527102		
UNITED STATES POSTAL SERVICE	3.00	527147		
AMAZON CAPITAL SERVICES	72.36	527241		
			1,133.05*	
GENERAL SERVICES				
ELECTRICAL SPECIALTIES, INC.	25.00	527064		
CASH ADVANCE ACCOUNT	95.00	527102		
INTERFACE EAP, INC	1,350.00	527125		
VERIZON WIRELESS	303.94	527142		
CROWN CASTLE INTERNATIONAL	1,999.98	527162		
			3,773.92*	
DATA PROCESSING				
CDW COMPUTER CENTERS, INC.	134.50	527127		
STEEPMEADOW SOLUTIONS, LLC	7,094.44	527232		
AMAZON CAPITAL SERVICES	64.47	527241		
			7,293.41*	
VOTERS REGISTRATION DEPT				
POSTMASTER	1,370.00	527109		
UNITED STATES POSTAL SERVICE	299.93	527147		
			1,669.93*	
ELECTIONS DEPARTMENT				
UNITED STATES POSTAL SERVICE	37.41	527147		
			37.41*	
DISTRICT ATTORNEY				
UNITED STATES POSTAL SERVICE	293.54	527147		
			293.54*	
DISTRICT CLERK				

PGM: GMCOMMV2	DATE 04-08-2025	PAGE: 3	96
NAME	AMOUNT	CHECK NO.	TOTAL
COUNTY & DISTRICT CLERK ASSN. OF TX	40.00	527124	
UNITED STATES POSTAL SERVICE	532.79	527147	
TEXAS ASSOCIATION OF COUNTIES	250.00	527212	
ODP BUSINESS SOLUTIONS, LLC	335.17	527238	
			1,157.96*
CRIMINAL DISTRICT COURT			
EDWARD B. GRIPON, M.D., P.A.	1,590.00	527095	
UNITED STATES POSTAL SERVICE	2.76	527147	
ADA V. CHRISTY, CSR	12,991.00	527156	
JOEL WEBB VAZQUEZ	600.00	527164	
KIMBERLY R. BROUSSARD	4,105.50	527175	
LAURIE PEROZZO	1,800.00	527179	
			21,089.26*
60TH DISTRICT COURT			
SIERRA SPRING WATER CO. - BT	8.98	527149	
			8.98*
252ND DISTRICT COURT			
EDWARD B. GRIPON, M.D., P.A.	3,975.00	527095	
WENDELL RADFORD	900.00	527111	
UNITED STATES POSTAL SERVICE	10.61	527147	
ADA V. CHRISTY, CSR	649.00	527156	
JENNIFER DELAGE	900.00	527206	
			6,434.61*
279TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	31.74	527147	
GINMAN CONSULTING	75.00	527254	
			106.74*
317TH DISTRICT COURT			
THOMAS J. BURBANK PC	1,375.00	527075	
A. MARK FAGGARD	325.00	527088	
WENDELL RADFORD	325.00	527111	
KIMBERLY PHELAN, P.C.	325.00	527168	
GORDON FRIESZ	1,015.35	527250	
			3,365.35*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	82.13	527147	
			82.13*
JUSTICE COURT-PCT 1 PL 2			
UNITED STATES POSTAL SERVICE	41.40	527147	
			41.40*
JUSTICE COURT-PCT 2			
THOMSON REUTERS-WEST	137.38	527195	
			137.38*
JUSTICE COURT-PCT 4			
ODP BUSINESS SOLUTIONS, LLC	176.57	527238	
			176.57*
JUSTICE COURT-PCT 6			
CASH ADVANCE ACCOUNT	324.70	527102	
UNITED STATES POSTAL SERVICE	12.42	527147	
			337.12*
JUSTICE COURT-PCT 7			
AMAZON CAPITAL SERVICES	41.78	527241	
			41.78*
JUSTICE OF PEACE PCT. 8			
TEXAS STATE UNIVERSITY SAN MARS	480.00	527120	
			480.00*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	18.63	527147	
SIERRA SPRING WATER CO. - BT	102.94	527148	
			121.57*
COUNTY COURT AT LAW NO. 2			

PGM: GMCOMMV2	DATE 04-08-2025	PAGE: 4	97
NAME	AMOUNT	CHECK NO.	TOTAL
JACK LAWRENCE	425.00	527068	
DONALD BOUDREAUX	350.00	527073	
A. MARK FAGGARD	350.00	527088	
EDWARD B. GRIPON, M.D., P.A.	2,385.00	527095	
JOHN EUGENE MACEY	250.00	527106	
CHARLES ROJAS	700.00	527129	
UNITED STATES POSTAL SERVICE	30.36	527147	
LAURIE PEROZZO	350.00	527179	
WILLIAM MARCUS WILKERSON	2,557.50	527191	
MATUSKA LAW FIRM	1,675.00	527197	
JENNIFER DELAGE	350.00	527206	
LAW OFFICE OF GILES R COLE & ASSOC	2,750.00	527229	
COUNTY COURT AT LAW NO. 3			12,172.86*
TODD W LEBLANC	850.00	527065	
A. MARK FAGGARD	700.00	527088	
MARVA PROVO	350.00	527110	
UNITED STATES POSTAL SERVICE	11.04	527147	
SIERRA SPRING WATER CO. - BT	42.97	527150	
LANGSTON ADAMS	775.00	527155	
JOEL WEBB VAZQUEZ	350.00	527164	
KIMBERLY PHELAN, P.C.	600.00	527168	
THE SAMUEL FIRM, PLLC	250.00	527220	
LAW OFFICE OF GILES R COLE & ASSOC	1,125.00	527229	
RAEGAN MINALDI	250.00	527253	
COURT MASTER			5,304.01*
LAWRENCE E THORNE III	3,761.88	527182	
ODP BUSINESS SOLUTIONS, LLC	127.74	527238	
MEDIATION CENTER			3,889.62*
KARA HAWTHORN	1,078.86	527185	
COMMUNITY SUPERVISION			1,078.86*
HERNANDEZ OFFICE SUPPLY, INC.	3,568.32	527098	
CHARTER COMMUNICATIONS	85.43	527236	
SHERIFF'S DEPARTMENT			3,653.75*
CITY OF NEDERLAND	37.19	527080	
EQUINE MEDICINE & SURGERY	40.00	527086	
FED EX	14.48	527091	
AT&T	51.65	527121	
UNITED STATES POSTAL SERVICE	2,667.73	527147	
FIVE STAR FEED	248.00	527160	
RITA HURT	550.00	527188	
GALLS LLC	180.63	527202	
COTTON CARGO	128.00	527221	
AMAZON CAPITAL SERVICES	29.98	527241	
BEAUMONT OCCUPATIONAL SERVICES	151.80	527243	
MUNROS DRY CLEANERS	18.09	527257	
CRIME LABORATORY			4,117.55*
AGILENT TECHNOLOGIES	269.80	527070	
FED EX	43.78	527092	
FISHER SCIENTIFIC	43.47	527093	
VERIZON WIRELESS	37.99	527144	
ALDINGER COMPANY	1,709.00	527193	
AIRGAS USA, LLC	365.92	527217	
JAIL - NO. 2			2,469.96*
BOB BARKER CO., INC.	1,565.04	527071	
BEAUMONT TRACTOR COMPANY	41.35	527072	
ECOLAB	5,708.38	527084	
JACK BROOKS REGIONAL AIRPORT	735.30	527101	
CASH ADVANCE ACCOUNT	446.62	527102	
KIRKSEY'S SPRINT PRINTING	24.95	527103	

PGM: GMCOMMV2	DATE 04-08-2025	PAGE: 5	98
NAME	AMOUNT	CHECK NO.	TOTAL
KOMMERCIAL KITCHENS	45.68	527104	
SCOOTER'S LAWNMOWERS	122.76	527114	
SOUTHERN TIRE MART, LLC	962.15	527126	
LOWE'S HOME CENTERS, INC.	17.54	527153	
WORLD FUEL SERVICES	2,725.02	527180	
GALLS LLC	2,322.90	527202	
FERGUSON ENTERPRISES INC	6,709.12	527209	
MOORE-ALL TEX SUPPLY	3,200.95	527214	
US CORRECTIONS LLC	6,347.00	527219	
TRINITY SERVICES GROUP INC	50,429.72	527222	
ODP BUSINESS SOLUTIONS, LLC	1,344.69	527238	
			82,749.17*
JUVENILE PROBATION DEPT.			
CASH ADVANCE ACCOUNT	491.97	527102	
UNITED STATES POSTAL SERVICE	2.76	527147	
TY-JUNEA JONES	59.50	527231	
			554.23*
JUVENILE DETENTION HOME			
SANITARY SUPPLY, INC.	255.94	527113	
SOUTHWEST BUILDING SYSTEMS	692.38	527119	
BEN E KEITH COMPANY	4,474.94	527163	
INDUSTRIAL & COMMERCIAL MECHANICAL	277.23	527190	
			5,700.49*
CONSTABLE PCT 1			
UNITED STATES POSTAL SERVICE	36.16	527147	
TND WORKWEAR CO LLC	119.90	527208	
			156.06*
CONSTABLE-PCT 6			
CARPENTER'S TIME CENTER INC.	943.00	527076	
CASH ADVANCE ACCOUNT	1,305.78	527102	
UNITED STATES POSTAL SERVICE	18.07	527147	
			2,266.85*
COUNTY MORGUE			
PROCTOR'S MORTUARY INC	10,000.00	527181	
			10,000.00*
AGRICULTURE EXTENSION SVC			
TEXAS AGRILIFE EXTENSION SERVICE	60.00	527174	
MID COUNTY FARM & FEED SUPPLY	141.92	527177	
AMAZON CAPITAL SERVICES	59.49	527241	
			261.41*
HEALTH AND WELFARE NO. 1			
BROUSSARD'S MORTUARY	900.00	527074	
CLAYBAR FUNERAL HOME, INC.	1,800.00	527081	
ENTERGY	47.93	527097	
CLAYBAR HAVEN OF REST	1,931.00	527145	
UNITED STATES POSTAL SERVICE	51.87	527147	
4IMPRINT, INC.	168.95	527152	
TEXAS CONFERENCE OF URBAN COUNTIES	100.00	527154	
ODP BUSINESS SOLUTIONS, LLC	207.88	527238	
			5,207.63*
HEALTH AND WELFARE NO. 2			
TEXAS CONFERENCE OF URBAN COUNTIES	100.00	527154	
CHARTER COMMUNICATIONS	208.53	527235	
			308.53*
NURSE PRACTITIONER			
LESLIE RIGGS	129.50	527200	
BAK GLOBAL LLC	100.00	527242	
			229.50*
ENVIRONMENTAL CONTROL			
AT&T	50.07	527121	
			50.07*
INDIGENT MEDICAL SERVICES			

PGM: GMCOMMV2	DATE	PAGE:	6	
	04-08-2025			99
NAME	AMOUNT	CHECK NO.	TOTAL	
CARDINAL HEALTH 110 INC	54,380.09	527196		
OUTCOMES OPERATING INC	450.98	527252		
			54,831.07*	
MAINTENANCE-BEAUMONT				
JOHNSTONE SUPPLY	40.40	527069		
CITY OF BEAUMONT - WATER DEPT.	191.14	527078		
COBURN SUPPLY COMPANY INC	415.76	527082		
ECOLAB	266.85	527084		
W.W. GRAINGER, INC.	73.14	527094		
ENTERGY	1,103.74	527096		
SANITARY SUPPLY, INC.	51.76	527113		
ACE IMAGEWEAR	233.82	527116		
SOUTHWEST BUILDING SYSTEMS	518.54	527119		
OTIS ELEVATOR COMPANY	5,616.92	527161		
CENTERPOINT ENERGY RESOURCES CORP	5,448.67	527166		
FIRETROL PROTECTION SYSTEMS, INC.	2,298.00	527176		
ENTERPRISE SYSTEMS CORPORATION	1,500.00	527198		
JCN OIL SERVICE	160.00	527225		
			17,918.74*	
MAINTENANCE-PORT ARTHUR				
CITY OF PORT ARTHUR - WATER DEPT.	1,022.04	527079		
SANITARY SUPPLY, INC.	40.34	527113		
S.E. TEXAS BUILDING SERVICE	5,000.00	527118		
AT&T	532.26	527121		
FRED MILLER'S OUTDOOR EQUIPMENT LLC	147.80	527201		
K & M OPERATIONS LLC	420.00	527227		
ODP BUSINESS SOLUTIONS, LLC	96.88	527238		
PARKER'S BUILDING SUPPLY	4.77	527240		
AMAZON CAPITAL SERVICES	493.50	527241		
			7,757.59*	
MAINTENANCE-MID COUNTY				
CITY OF NEDERLAND	133.51	527080		
ENTERGY	347.46	527096		
RITTER @ HOME	74.54	527112		
ACE IMAGEWEAR	61.84	527116		
S.E. TEXAS BUILDING SERVICE	2,958.32	527118		
W. JEFFERSON COUNTY M.W.D.	56.63	527122		
RUTTY & MORRIS LLC	980.00	527172		
AMAZON CAPITAL SERVICES	97.01	527241		
			4,709.31*	
SERVICE CENTER				
ACTION AUTO GLASS	439.25	527066		
SPIDLE & SPIDLE	16,710.37	527067		
CINTAS, INC.	281.92	527077		
J.K. CHEVROLET CO.	3,171.99	527100		
PHILPOTT MOTORS, INC.	662.26	527107		
JEFFERSON CTY. TAX OFFICE	7.50	527130		
JEFFERSON CTY. TAX OFFICE	7.50	527131		
JEFFERSON CTY. TAX OFFICE	7.50	527132		
JEFFERSON CTY. TAX OFFICE	7.50	527133		
JEFFERSON CTY. TAX OFFICE	7.50	527134		
JEFFERSON CTY. TAX OFFICE	7.50	527135		
JEFFERSON CTY. TAX OFFICE	7.50	527136		
JEFFERSON CTY. TAX OFFICE	7.50	527137		
JEFFERSON CTY. TAX OFFICE	7.50	527138		
JEFFERSON CTY. TAX OFFICE	22.00	527139		
JEFFERSON CTY. TAX OFFICE	7.50	527140		
JEFFERSON CTY. TAX OFFICE	7.50	527141		
BUMPER TO BUMPER	448.68	527165		
MIGHTY OF SOUTHEAST TEXAS	558.84	527186		
ADVANCE AUTO PARTS	425.61	527192		
TEMPERATURE TECHNICIAN	673.95	527204		
MIDNIGHT AUTO	99.95	527207		
HARRIS COUNTY TOLL ROAD AUTHORITY	20.80	527213		
THE GOODYEAR TIRE & RUBBER COMPANY	455.48	527215		
ODP BUSINESS SOLUTIONS, LLC	59.38	527238		
			24,112.98*	
VETERANS SERVICE				

PGM: GMCOMMV2	DATE	PAGE:	7	
	04-08-2025			100
NAME	AMOUNT	CHECK NO.	TOTAL	
UNITED STATES POSTAL SERVICE	10.61	527147		
			10.61*	
			303,729.36**	
MOSQUITO CONTROL FUND				
CITY OF NEDERLAND	39.10	527080		
EASTEX RUBBER & GASKET	481.00	527085		
W.W. GRAINGER, INC.	94.78	527094		
SANITARY SUPPLY, INC.	39.85	527113		
ACE IMAGEWEAR	76.70	527116		
ALL TERRAIN EQUIPMENT CO	347.53	527210		
TEXAS AIRCRAFT PROPELLER & ACCESSOR	78,506.63	527211		
CHARTER COMMUNICATIONS	92.19	527234		
			79,677.78**	
LATERAL ROADS- PRECINCT 4				
GULF COAST	278.10	527223		
			278.10**	
J.C. FAMILY TREATMENT				
MARY BEVIL	1,386.00	527226		
BEAUMONT OCCUPATIONAL SERVICES	403.55	527243		
			1,789.55**	
CYBERSECURITY/LOAN LIB GT				
CDW COMPUTER CENTERS, INC.	19,321.60	527127		
			19,321.60**	
COMMUNITY SUPERVISION FND				
UNITED STATES POSTAL SERVICE	58.65	527147		
REDWOOD TOXICOLOGY LABORATORY, INC	234.27	527171		
JCCSC	55.00	527184		
ODP BUSINESS SOLUTIONS, LLC	224.46	527238		
			572.38**	
DWI PRETRIAL DIVERSION				
INTOXIMETERS, INC.	305.00	527099		
SANITARY SUPPLY, INC.	493.74	527113		
			798.74**	
LAW OFFICER TRAINING GRT				
ALPHAGRAPHICS US809	191.18	527228		
			191.18**	
HOTEL OCCUPANCY TAX FUND				
CINTAS, INC.	231.02	527077		
CITY OF BEAUMONT - WATER DEPT.	159.59	527078		
UNITED STATES POSTAL SERVICE	120.09	527147		
FERGUSON ENTERPRISES INC	96.94	527209		
VICTORIA SCHULTZ	229.50	527224		
DOGETT FORD OF BEAUMONT	23,000.00	527247		
			23,837.14**	
CAPITAL PROJECTS FUND				
TEXAS MATERIALS	97,694.47	527259		
			97,694.47**	
AIRPORT FUND				
BEAUMONT TRACTOR COMPANY	860.03	527072		
CITY OF NEDERLAND	396.43	527080		
RITTER @ HOME	22.56	527112		
ADVANCE AUTO PARTS	22.82	527192		
TITAN AVIATION FUELS	58,472.72	527218		
RALPH'S INDUSTRIAL ELECTRONICS SUPP	42.99	527239		
			59,817.55**	
SE TX EMP. BENEFIT POOL				
LANTERN SPECIALTY CARE	343.48	527255		
LIVINITI LLC	296,480.13	527258		
			296,823.61**	
SETEC FUND				
INDUSTRIAL & COMMERCIAL MECHANICAL	4,093.97	527190		
			4,093.97**	
LIABILITY CLAIMS ACCOUNT				

PGM: GMCOMMV2	DATE	PAGE: 8	
	04-08-2025		101
NAME	AMOUNT	CHECK NO.	TOTAL
JEFFERSON CTY - WORKERS COMP	9,983.29	527248	9,983.29**
WORKER'S COMPENSATION FD			
CAS-CLAIMS ADMINSTRATIVE SERVICES	50,000.00	527245	
JEFFERSON CTY - WORKERS COMP	32,871.15	527249	82,871.15**
LANGUAGE ACCESS FUND			
ANITA U SEPEDA	200.00	527183	
RUBEN ZAPATA	1,600.00	527244	
ERIKA BURGE	800.00	527256	2,600.00**
ARPA CORONAVIRUS RECOVERY			
W. JEFFERSON COUNTY M.W.D.	37,560.00	527122	
W. JEFFERSON COUNTY M.W.D.	123,500.00	527123	
INLAND ENVIRONMENTS INC.	74,884.00	527159	
BURNS ARCHITECTURE LLC	9,082.50	527246	
JEFFERSON COUNTY:REVISION	18,555.90	527251	263,582.40**
ELECTION SECURITY GRANT			
STEEPMEADOW SOLUTIONS, LLC	8,931.32	527232	
TIMECLOCK PLUS LLC	4,384.06	527260	13,315.38**
J C ASSISTANCE DISTRICT 4			
ENTERGY	10.61	527096	10.61**
MARINE DIVISION			
CITY OF NEDERLAND	26.20	527080	
JACK BROOKS REGIONAL AIRPORT	1,698.74	527101	
RITTER @ HOME	43.16	527112	
SETZER HARDWARE, INC.	53.08	527115	
ADVANCED SYSTEMS & ALARM SERVICES,	60.00	527128	
BUMPER TO BUMPER	20.88	527165	
GALLS LLC	216.00	527202	2,118.06**
SHERIFF-SPINDLETOP GRANT			
VERIZON WIRELESS	114.39	527143	114.39**
			1,300,523.44***

current Budget
\$ 48,198

Latest Quote from New
vender. - Has a few am
Hand.
Now.

CALDWELL COUNTRY CHEVROLET

800 HWY. 21 E. CALDWELL, TEXAS 77836

BUYBOARD 724-23

End User: JEFFERSON COUNTY

Caldwell Rep: BEN LAUREANO QUOTE#4225

Contact: JOE ZURITA

Phone: 979-567-6155

Phone/email: _____

Date: Wednesday, April 2, 2025

Product Description: CHEVROLET TAHOE

email: ben@caldwellcountry.com

A. Bid Series: 20

A. Base Price: \$ 54,102.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
CC10706	2025 CHEVROLET TAHOE PPV 4X2	INCL	PQA	SAFETY PACKAGE	INCL
GBA	BLACK, EXTERIOR COLOR	INCL		DUAL BATTERIES	INCL
6J7	FLASHER SYSTEM	INCL		AM/FM/BLEETOOTH	INCL
7X3	LH SPOTLAMP	INCL		TRAILERING HITCH PLATFORM	INCL
9C1	POLICE PACKAGE	INCL		REAR VISION CAMERA	INCL
AZ3	SEATS, FRONT 40/20/40 CLOTH	INCL		POWER WINDOW/LOCK	INCL
C6C	GVWR, 7,400 LBS	INCL		DEEP TINT GLASS	INCL
GU5	REAR AXLE 3.23 RATIO	INCL		SKID PLATE, FRONT	INCL
L84	ENGINE, 5.3L V8	INCL		WHEELS, 20" STEEL	INCL
MJIS	TRANS, 10-SPEED AUTO	INCL		RUNNING BOARDS	INCL
AMF	REMOTE KEYLESS ENTRY PACKAGE	INCL		ALTERNATOR, 220 AMPS	INCL

Total of B. Published Options:

C. Unpublished Options [Itemize each below, not to exceed 25%]

Disclaimer	Unpublished Options	Bid Price
PRICES/QUOTES ARE VALID FOR THIRTY (30) DAYS DUE TO SUPPLY CHAIN CONSTRAINTS. REVERIFY PRICING BEFORE ISSUING A PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER A PURCHASE ORDER IS ISSUED	GBA-BLACK / 2025MY STOCK INVENTORY	COLOR / DELIVERY

Total of C. Unpublished Options:

D. Registration, Inspection, Paperwork, Postage cost, Courthouse time, & Runner time:

\$ -

E. UPFITTERS:

F. Manufacturer Destination/Delivery:

G. Floor Plan Interest (for in-stock and/or equipped vehicles):

H. Lot Insurance (for in-stock and/or equipped vehicles):

\$ -

I. Contract Price Adjustment:

\$ -

J. Additional Delivery Charge: _____ miles

\$ 375.00

K. Subtotal:

\$ 54,477.00

L. Quantity Ordered 1 x K =

\$ 54,477.00

M. Trade in:

N. BUYBOARD FEE PER PURCHASE ORDER

\$ 400.00

O. TOTAL PURCHASE PRICE WITH BUYBOARD FEE (PRICES AND AVAILABILITY ARE SUBJECT TO CHANGE WITHOUT NOTICE)

\$ 54,877.00

Emergency Equip 103

SILSBEE
FORD

1211 Highway 96 North
SILSBEE, TEXAS 77656
(409) 895-3800

PARTS INVOICE

013466	JEFF11	X0	JEFFERSON COUNTY	05/07/24
THANK YOU FOR YOUR BUSINESS			1149 PEARL ST BEAUMONT TX 77701 acctspay@co.jefferson.tx.us H: (409) 835-8500 C: ()	
PCT.7 CONSTABLE 2024 TAHOE				

Customer Quote

F53	(3)	1	W.ISFL54Z	TAH INNER EDGE	1299.00	974.59	974.59
	(3)	1	W.ITRAYL8	INNER EDGE RST	958.46	958.46	958.46
F47	(3)	2	W.PSJ02FCR	STRIP LITE+ DUO	213.00	159.75	319.50
F47	(3)	2	W.PSBKT90	STRIP LITE BRAC	31.00	23.25	46.50
	(3)	1	SM.31.2515404025	U/C SIREN	566.68	380.80	380.80
F48	(3)	1	W.SA315P	SPEAKER	328.00	192.00	192.00
F48	(3)	1	W.SAK70	21 TAH SPKR BKT	41.00	36.75	36.75
F14	(3)	1	911.GMPASS	4WAY/6WAY CONN	40.00	28.80	28.80

Counterman 57 Quoted: 05/07/2024 12:10:59

Parts 2937.40
State Tax .00

Quote Total 2937.40

013466

Customer Quote

ACCESS PERMISSION AGREEMENT

I [PRINT NAME], JEFF BRANICK, on behalf of the owner of the property and public right-of-way located at and around the address listed on Exhibit A and identified as Jefferson County Assessor Parcel Number approximately depicted on Exhibit B and Exhibit C (collectively, Property) and generally situated east of the International Creosoting State Superfund Site in Beaumont, Texas (Site), hereby grant permission to Greenfield Environmental Multistate Trust LLC, Trustee of the Multistate Environmental Response Trust (Trust), and its third-party contractors (Contractors) to access the Property at reasonable times with prior notice of the approximate fieldwork schedule (which may be to my phone number or email address provided below) to perform the following environmental investigation activities (collectively, Work) at locations listed on Exhibit A and approximately depicted in Exhibit B and Exhibit C, all at no cost to the owner:

- (1) Preparing, as needed, for sampling activities (including through inspections and surveys);
- (2) Collecting and analyzing soil samples within the Property's public rights-of-way; and
- (3) Restoring areas of the Property disturbed by the Work to substantially the same condition that existed prior to the work; and
- (4) Other related activities as may be reasonably approved from time to time by the Texas Commission on Environmental Quality (TCEQ), which is the lead regulatory agency overseeing the Trust's Site-related work, subject to your written confirmation (which may be by email).

I acknowledge that the Work is to be undertaken by the Trust and Contractors pursuant to the court-approved 2011 Tronox Consent Decree and Environmental Settlement Agreement and the related Multistate Environmental Response Trust Agreement (collectively, Tronox Agreements), which are publicly available at <https://multistatetrust.org/about#docs>. In accordance with the Tronox Agreements, the Trust requires its Contractors to maintain liability insurance covering the Work. I acknowledge that the Tronox Agreements provide that the Trust cannot be held liable to any third party for any liability, action, or inaction of any other party.

This permission is given by me voluntarily, on behalf of myself and any other co-owners of the Property, with knowledge of my right to refuse, and shall remain in effect for 365 days from the date of the signature below.

PROPERTY OWNER:

for Jefferson County
 Name: _____
 Phone: _____
 Email: _____
 Date: _____, 2025

Please mail or email the signed agreement to:

Greenfield Environmental Multistate Trust LLC, Trustee
 Attn: Lars Peterson lp@g-etg.com
 3601 W. Golden Lane
 Chandler, AZ 85226

Please call Lars Peterson at (480) 319-3638 with questions.



ATTEST

DATE

[Signature]
9/18/25

Exhibit A Listing of Parcels

Address	Jefferson County Appraisal District Legal Description	Field Identification	Sample Depth (ft bgs)	Distance from Site (measured from gate)	Description / Mailing Address
850 Pine (CAD: 850 Pine St Outside Beaumont TX 77701)	TRS 1 & 3 AB 131 W H HODGES DS- 1 70.66 AC I#531000 LEASE (4.678AC IN EROSION) = 65.987AC	BMT0850	0 -2	0.21 mile southeast	Adjacent to Island Park Fabrication Park and 1930's City of Beaumont landfill Allegiant Industrial Island Park LLC 9595 Six Pine Dr, Ste 6370 The Woodlands, TX 77380

ft bgs – feet below ground surface

CAD – County Appraisal District

Exhibits B and C Figures Depicting Sample Locations

Path: V:\wp\p\env\atl\US\CentralData\USDA\4001\Task\env\proj\env - Houston\ - 202020142586 - International Creosoting\PROJECT\ENV\2024\LDU\Drawn\Map\ - File Name: 4 - Proposed Background Locations.dwg | Last Edited By: user701305 Date: 2025-02-12 Time: 10:33:10 AM | Printed By: user701305 Date: 2025-02-12 Time: 10:33:34 AM



LEGEND

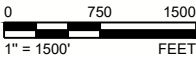
PROPERTY BOUNDARY BACKGROUND SAMPLE

LOCATION

JEFFERSON COUNTY SAMPLE LOCATION

NOTE(S)

1. LOCATIONS MAY BE ADJUSTED PENDING ACCESS FROM PROPERTY OWNERS.



REFERENCE(S)

IMAGERY TAKEN FROM GOOGLE EARTH, DATED 4/21/24.

CLIENT

 **GREENFIELD ENVIRONMENTAL MULTISTATE TRUST, LLC.**
TRUSTEE OF THE MULTISTATE ENVIRONMENTAL RESPONSE TRUST

PROJECT

FORMER TRONOX/KERR-MCGEE
INTERNATIONAL CREOSOTING STATE SUPERFUND SITE
BEAUMONT, TEXAS

TITLE

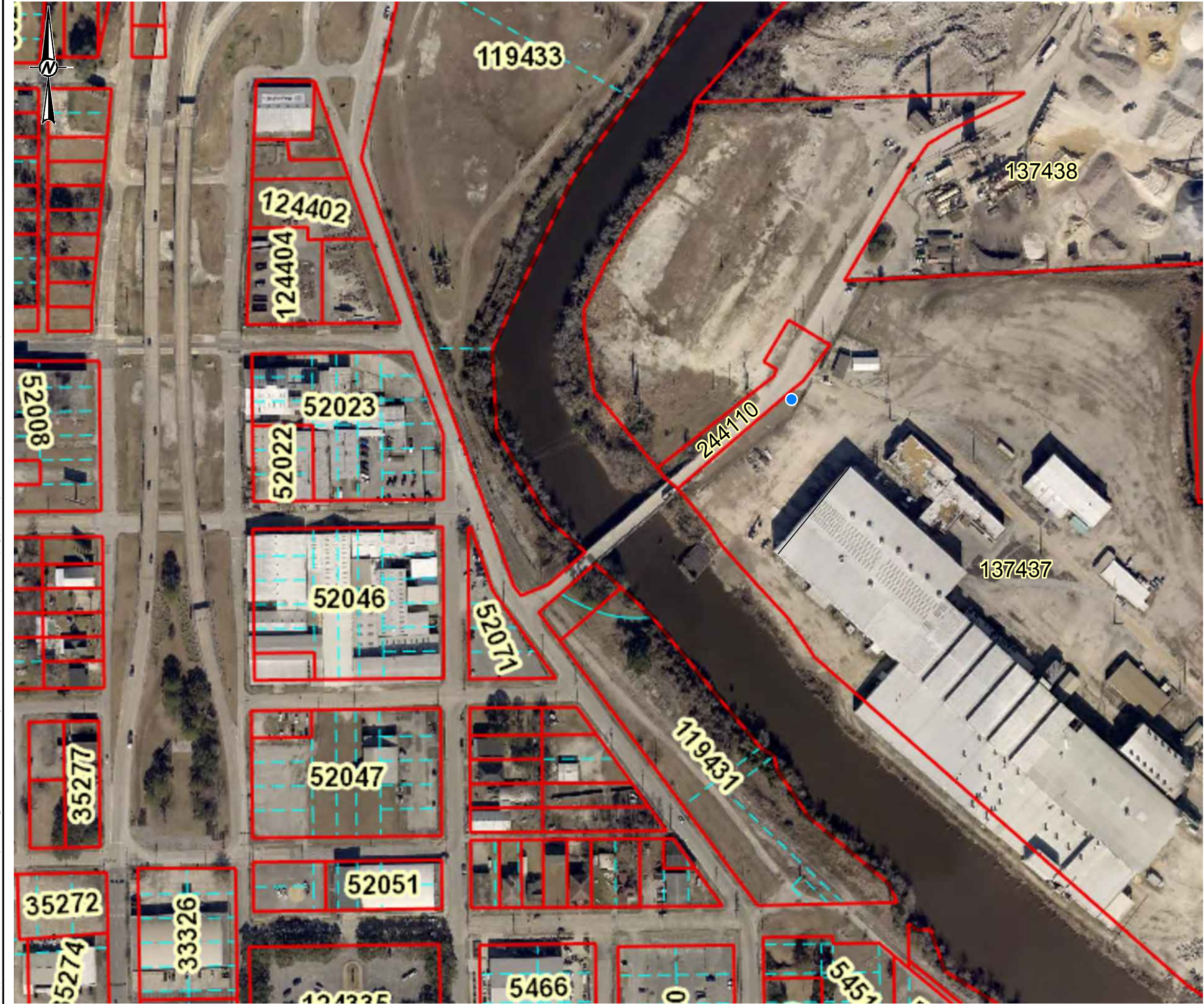
JEFFERSON COUNTY PROPOSED BACKGROUND SAMPLE
LOCATIONS
EXHIBIT B

CONSULTANT	YYYY-MM-DD	2024-10-29
	DESIGNED	AJD
	PREPARED	AJD
	REVIEWED	BB
	APPROVED	BB

IF THIS MEASUREMENT DOES NOT MATCH WHAT IS SHOWN, THE SHEET SIZE HAS BEEN MODIFIED FROM ANSI B

1 in

Path: \\wsp-pblwan\net\USCentralData\USDA\4001\Taskarea\Projects - Houston\ 202020142586 - International Creosoting\PRODUCT\CON\2025\03\ 1 File Name: C- Sample Location Map.dwg | Last Edited By: user701305 Date: 2025-03-25 Time: 10:53:19 AM | Printed By: user701305 Date: 2025-03-25 Time: 10:56:28 AM



LEGEND

● PROPOSED SAMPLE LOCATION

REFERENCE(S)
BASEMAP TAKEN FROM JEFFERSON CENTRAL APPRAISAL DISTRICT GIS ONLINE MAPPER, ACCESSED MARCH 25, 2025.



PREPARED FOR
 **GREENFIELD ENVIRONMENTAL MULTISTATE TRUST, LLC.**
TRUSTEE OF THE MULTISTATE ENVIRONMENTAL RESPONSE TRUST

PROJECT
**FORMER TRONOX/KERR-MCGEE
INTERNATIONAL CREOSOTING STATE SUPERFUND SITE
BEAUMONT, TEXAS**

TITLE
PROPOSED SAMPLE LOCATION MAP

	CONSULTANT	YYYY-MM-DD	2025-03-25
	DESIGNED	AJD	
	PREPARED	AJD	
	REVIEWED	BB	
	APPROVED	BB	

PROJECT NO. 31403955.6228	REV. 0	EXHIBIT C
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IF THIS MEASUREMENT DOES NOT MATCH WHAT IS SHOWN, THE SHEET SIZE HAS BEEN MODIFIED FROM ANSI B



PHOTOGRAPHIC LOG

Client Name:
Greenfield Environmental Multistate Trust LLC

Site Location:
International Creosoting, Beaumont, TX

Project No.
20142586

Photo No.
7

Date:
01/05/2025

Description:

810 Pine

Looking south to sample area and rail tracks. The proposed location is south of LBOU boundary at Pine Street and Marina Drive. The location is adjacent to the BNSF tracks and within the VCP 1942.



Photo No.
8

Date:
01/05/2025

Description:

850 Pine

Looking west along Pine Street towards Brakes Bayou. Proposed location is adjacent to road outside Allegiant (formerly CB&I Island Park Fabrication Plant).



ATTACHMENT A

RECORDED TEXAS HISTORIC LANDMARK: PROPERTY OWNER AUTHORIZATION

This form does not constitute designation of the building, structure, or resource.
Official designation will occur following staff and commissioner review.
Please fill out attachment, print and sign. Return completed form **along with proof of ownership (in form of deed or tax appraisal records)** to our offices via email (markers@thc.texas.gov), fax, or mail postmarked by 2 p.m. CDT, May 15, 2025.

Property Name: Jefferson County Courthouse

Physical Address: 1149 Pearl Street

City: Beaumont **County:** Jefferson **Zip:** 77701

Property reference number (*Appraisal District/Tax Office property number, etc.*): 5402

Legal Description (*Lot and block, metes and bounds, etc.*): Beaumont All of Block 9

Designation description (*this is what the THC will have review authority over, ex: "property encompassing the bridge and abutments," "the 1936 portion of the County Consolidated High School building," "the historic homestead, including the main house, barn, windmill, smokehouse and water well," etc.*): The historic 1931 Jefferson County Courthouse.

The Recorded Texas Historic Landmark (RTHL) designation is awarded to historic structures deemed worthy of preservation for their architectural integrity and historical associations. Designated properties are afforded a measure of legal protection and become part of the recorded history of the state's built environment.

Benefits of the RTHL designation:

- Recognition that a property is of local, regional or state significance.
- Protection for up to 90 days from exterior alterations, including demolition or relocation.
- Ad valorem tax exemptions, where granted by local taxing authorities.
- Inclusion in the Texas Historic Sites Atlas.
- Technical preservation assistance through the THC.

Responsibility of the property owner under the RTHL provision, as noted in Texas Government Code section 442.006 (f):

A person may not damage the historical or architectural integrity of a structure the commission has designated as a Recorded Texas Historic Landmark without notifying the commission at least 60 days before the date on which the action causing the damage is to begin. After receiving the notice, the commission may waive the waiting period or, if the commission determines that a longer period will enhance the chance for preservation, it may require an additional waiting period of not longer than 30 days. On the expiration of the time limits imposed by this section, the person may proceed, but must proceed not later than the 180th day after the date on which notice was given or the notice is considered to have expired.

- Any proposed alterations beyond routine maintenance (replacing nails, screws, painting a feature that was previously painted, etc.) needs to be formally submitted to the Texas Historical Commission at least 60 days prior to the proposed start of construction.
- The submission must include a cover letter explaining what building it is, who the project manager is, who the architect or contractor is, and who is doing the actual work on the building. In addition, a full scope of work submitted along with any plan drawings that can be provided are required. New materials that will be introduced to the building will also need to be listed (i.e. what type of new windows, vinyl, wood, or aluminum).
- Photographs of the building in its current state and close ups of the project areas are required to be sent in with all previously mentioned paperwork.
- Once the submission is received by the THC, the contents are reviewed within 30 days and determined if the proposed work is appropriate. At this time, if Architect Reviewers with the THC are concerned about the proposed work, then they may want to schedule a site visit to talk with the building owners and architects.
- The THC is allowed to extend the review period up to 90 if they feel there is improper work being proposed.
- At the end of the THC review period the building owner may continue the work as they choose. They are not required to follow the recommendations of the THC.
- If alterations to the building are detrimental to the historic integrity of the building the THC may involve the Marker Department and remove the RTHL designation from the building. However, the THC strives to work with owners as much as possible so this does not happen.

Additionally:

- The designation requires the public display of the RTHL marker. The marker is the property of the State of Texas and may not be removed or relocated without the prior permission of the Texas Historical Commission.
- RTHL status is a permanent designation which is retained with the property even upon transfer of ownership. Only the Texas Historical Commission may remove the designation.
- Structures designated as RTHLs do not have to be open to the public, but the marker must be accessible to the public.
- RTHL designation does not imply eligibility for federal tax incentives for rehabilitation.

I, Jeff Branick, certify that I am the legal owner or authorized representative of the property owner noted herein, and further certify that I have read the information regarding Recorded Texas Historic Landmarks and that I voluntarily seek the designation for the property described herein. I further certify that I will comply with the provisions of Texas Government Code § 442.006.

Name (print): Jeff Branick, County Judge

Mailing address: 1149 Pearl Street #4

City, state, zip: Beaumont, Texas 77701

Phone: (409) 835-8466

Date: 4.8, 2025

Signature: _____



ATTEST

DATE

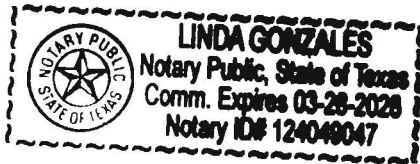
4/8/25



THE STATE OF TEXAS §
 §
COUNTY OF Jefferson §

BEFORE ME, the undersigned authority, on this day personally appeared Jeff Branick, known to me to be a credible person, whose name is above subscribed, and said person swore to me the statements contained herein are true and correct.

SUBSCRIBED AND SWORN TO BEFORE ME on this 8th day of April, 2025.



Linda Gonzales
NOTARY PUBLIC in and for the STATE OF TEXAS

Texas Historical Commission
History Programs Division
P.O. Box 12276, Austin, TX 78711-2276
Phone 512/463-5853
markers@thc.texas.gov



TEXAS HISTORICAL COMMISSION
real places telling real stories

TO: Susan Golla
MCGRIFF INSURANCE SERVICES, INC.
10100 Katy Freeway
Suite #400
Houston, TX 77043
sshoemake@mcgriff.com

VIA EMAIL

REGARDING: Jefferson County
215 Franklin Street
Beaumont, TX 77701

DATE: March 27, 2025

QUOTATION

RENEWAL OF: IRONTX12376602

POLICY FORM: Storage Tank Third Party Liability, Corrective Action and Cleanup Policy ENV-ST-P001-0418

ISSUING COMPANY: Liberty Surplus Insurance Corporation (LSIC), AM Best Rated A, XV
175 Berkeley Street
Boston, MA 02116

INSURING AGREEMENTS: 1.a. Third Party Bodily Injury and Property Damage
1.b. Cleanup of Pollutants Due to Underground Storage Tank Releases
1.c. Cleanup of Pollutants Due to Aboveground Storage Tank Releases

EACH INCIDENT DEDUCTIBLE See attached tanks schedule

POLICY PERIOD: April 06, 2025 – April 06, 2026

RETROACTIVE DATE: Please see schedule attached at the end of the document

LIMITS OF LIABILITY:

	Per Each Pollution Incident	Aggregate Limit	Aggregate Claims Expense Limit	Policy Premium (Excluding TRIA)	Surplus Lines SOF
	\$1,000,000	\$2,000,000	\$1,000,000	\$9,587	\$ 479.35

TERRORISM:

Additional premium (3%) applies if this coverage is selected. See attached Terrorism Disclosure statement. If selected, the policy will provide both Certified and Noncertified Acts of Terrorism Coverage. A total terrorism exclusion will apply if this coverage is not elected.

Coverage for losses resulting from:	Premium Charge
“Certified acts of terrorism”	1.5 % of Base Policy Premium
Noncertified acts of terrorism	1.5 % of Base Policy Premium

COVERED LOCATIONS & STORAGE TANKS:

Loc. #	Location Name				Street Address			City			State	Postal Code
1	JEFFERSON CTY CORRECTIONAL FACILITY - 71847				5030 U.S. 69			Beaumont			TX	77705
2	SE Tx Regional Airport				4875 Parker Drive			Beaumont			TX	77705
3	Prescint 1				20205 W Hwy 90			China			TX	77613
4	Prescint 2				7759 Viterbo Road			Beaumont			TX	77705
5	Prescint 3				5700 Jade Avenue			Port Arthur			TX	77640
6	Prescint 4				7780 Boyt Road			Beaumont			TX	77713
7	Service Center				Jerry Ware Drive			Beaumont			TX	77701
8	Sabine Pass Port Authority				5960 South 1st Avenue			Port Arthur			TX	77640
9	Sabine Courthouse				525 Lakeshore Drive			Port Arthur			TX	77640
Loc. #	Tank #	Tank ID	UST/AST	Year Installed	Capacity Gallons	Construction	SW/DW	Contents	Tank Effective Date	Retro. Date	Deductible	
1	1	1	UST	1991	6,000	Fiberglass Reinforced Plastic	DW	Gasoline	04-06-25	04-06-09	\$100,000	
1	2	2	UST	1991	2,500	Fiberglass Reinforced Plastic	DW	Diesel	04-06-25	04-06-09	\$100,000	
2	1	1	AST	2006	20,000	Coated or Bare Steel	DW	Gasoline	04-06-25	04-06-06	\$10,000	
2	2	2	AST	1999	20,000	Coated or Bare Steel	DW	Jet Fuel	04-06-25	09-01-99	\$25,000	
2	3	3	AST	1999	15,000	Coated or Bare Steel	DW	Jet Fuel	04-06-25	09-01-99	\$25,000	
2	4	4	AST	1999	15,000	Coated or Bare Steel	DW	Other	04-06-25	09-01-99	\$25,000	
3	1	1	AST	2024	3,000	Coated or Bare Steel	DW	Diesel	04-06-25	04-06-25	\$10,000	
4	1	1	AST	1999	2,000	Coated or Bare Steel	SW	Gasoline	04-06-25	07-01-99	\$25,000	
4	2	2	AST	1999	2,000	Coated or Bare Steel	SW	Diesel	04-06-25	07-01-99	\$25,000	
5	1	1	AST	1992	3,000	Cathodically Protected Steel	DW	Gasoline	04-06-25	08-21-92	\$25,000	
5	2	2	AST	1992	5,000	Cathodically Protected Steel	DW	Gasoline	04-06-25	08-21-92	\$25,000	

Loc. #	Tank #	Tank ID	UST/AST	Year Installed	Capacity Gallons	Construction	SW/DW	Contents	Tank Effective Date	Retro. Date	Deductible
6	1	1	AST	1994	2,000	Cathodically Protected Steel	DW	Gasoline	04-06-25	01-01-94	\$25,000
6	2	2	AST	1994	2,000	Cathodically Protected Steel	DW	Diesel	04-06-25	01-01-94	\$25,000
7	1	1	AST	1990	12,000	Coated or Bare Steel	DW	Gasoline	04-06-25	01-05-90	\$50,000
8	1	1	AST	2008	8,000	Coated or Bare Steel	DW	Gasoline	04-06-25	10-14-08	\$10,000
9	1	1	AST	2005	2,000	Coated or Bare Steel	DW	Gasoline	04-06-25	04-06-06	\$10,000

ADDITIONAL TERMS AND CONDITIONS WILL APPLY:

1. Service of Suit Clause - Texas SC-9 (08/18)
2. Exclusion of Certified Acts of Terrorism TRIA-ENV-E002-0315
3. Sanction Limitation and Exclusion Clause SL-OFAC-0419
4. Financial Assurance Amendatory Endorsement State of Texas E-TX-15 (02/19)
5. Claim and Notice Reporting E-TX-27 (10-19)
6. Schedule of Covered Locations and Storage Tanks Amendatory Endorsement E-TX-1 (7/02)
7. Cancellation - 100% Minimum Earned Premium E-TX-5 (02/19)
8. Deductible Amendatory Endorsement (Scheduled) E-TX-MAN (09/18)
9. Notice Of Underground Storage Tank Removal E-TX-17 (10-19)
10. Emergency Response Expenses ENV-ST-E036-1119
11. Image Restoration Expenses ENV-ST-E037-1119

THIS QUOTE IS SUBJECT TO THE RECEIPT AND SATISFACTORY REVIEW OF THE FOLLOWING REQUESTED INFORMATION. We reserve the right to rescind our quote or issue a revised one based on our review of requested information.

1. Written request to bind prior to policy effective date
2. Surplus lines license information
3. Signed TRIA form or email confirming TRIA is rejected
4. Advise what procedures have been implemented since the loss in 2023 to avoid similar losses.

Liberty Mutual Environmental reserves the right to perform an Environmental Site Survey during the policy period. This survey will be at Liberty Mutual Environmental's own expense.

If coverage is bound, the premium is due in full within 30 days of the effective date to Liberty Surplus Insurance Corporation. It is your responsibility to collect and pay all applicable taxes and fees.

This quotation is a summary of coverage and not a binder of insurance. Actual policy terms and conditions will apply if coverage is bound. Please review specimen policy carefully. The coverage offered in this quotation might differ from that requested.

This quote is valid until 12:01 AM on April 26, 2025.

Thank you for giving us the opportunity to work with you on this account.

Best regards,

Sebastian Richels

Signature of authorized representative of Insurer

Sebastian Aichele

Name

Production Specialist

Title

Ironshore Environmental
28 Liberty Street, 5th Floor
New York, NY 10005

Email: IronEnviroTanks@ironshore.com

Privacy Notice: [CLICK HERE](#) to read Liberty Mutual's Privacy Notice including California Supplemental Privacy Policy (CCPA) (<http://libertymutual.com/privacy>)