

Special, 4/15/2025 10:30:00 AM

BE IT REMEMBERED that on April 15, 2025, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Brandon Willis, Commissioner Pct. No. 1

Commissioner Cary Erickson, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff

Honorable Roxanne Acosta-Hellberg, County Clerk

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

Notice of Meeting and Agenda
April 15, 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 15, 2025**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **15th** 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 **Special** meeting for the purpose of transacting the routine business of the County. Persons with disabilities requiring auxiliary aids for services who wish to attend this meeting should contact the County Judge's Office to arrange for assistance.

In addition to the routine business of the County, the subject of said meeting will be the following:

9:15 a.m. - 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 have a detrimental effect on the position of the governmental body in negotiations with a third person.

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

Jefferson County has taken steps to minimize the exposure of COVID-19 by

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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: Cary Erickson, Commissioner, Precinct Two

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

Notice of Meeting and Agenda
April 15, 2025

PURCHASING:

- (a).Consider and approve specifications for Invitation for Bid (IFB 25-013/MR) Contracted Heavy Equipment Operator & Sawyer for Jefferson County Wildfire Fuel Mitigation; pursuant to Chapter 262 Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-327.

SEE ATTACHMENTS ON PAGES 9 - 69

Motion by: Alfred

Second by: Sinegal

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

Action: APPROVED

COUNTY AUDITOR:

- (a).Consider and approve budget transfer – R&B Pct. 2 - additional cost for vegetation control on buyout properties.

SEE ATTACHMENTS ON PAGES 70 - 70

112-0207-431-5077	CONTRACTUAL SERVICE	\$8,500.00	
112-0209-431-6042	TRUCKS & TRAILERS		\$8,500.00

Motion by: Sinegal

Second by: Erickson

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

Action: APPROVED

- (b).Consider and approve budget transfer – Constable Pct. 2 – additional cost for replacement vehicle.

SEE ATTACHMENTS ON PAGES 71 - 72

120-3066-425-6007	AUTOMOBILES	\$2,711.00	
120-9999-415-9999	CONTINGENCY APPROPRIATION		\$2,711.00

Motion by: Sinegal

Second by: Erickson

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

Action: APPROVED

- (c).Consider and approve budget transfer – Constable Pct. 4 – additional cost for vest and laptop for replacement deputy.

SEE ATTACHMENTS ON PAGES 73 - 75

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120-3068-425-6002	COMPUTER EQUIPMENT	\$3,244.00	
120-3068-425-3084	MINOR EQUIPMENT	\$1,126.00	
120-3068-425-1043	DEPUTIES		\$4,370.00

Motion by: Sinegal

Second by: Erickson

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

Action: APPROVED

- (d).Receive and file 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 76 - 91

Motion by: Sinegal

Second by: Erickson

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

Action: APPROVED

- (e).Consider and approve Texas General Land Office Community Development and Revitalization CDBG-DR Buyout/Acquisition Program Relocation Incentive for Robert & Charity Webster in the amount of \$10,000 as approved by the Texas General Land Office.

SEE ATTACHMENTS ON PAGES 92 - 116

Motion by: Sinegal

Second by: Erickson

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

Action: APPROVED

- (f).Regular County Bills – check #527261 through check #527471.

SEE ATTACHMENTS ON PAGES 117 - 126

Motion by: Sinegal

Second by: Erickson

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

Action: APPROVED

DISTRICT ATTORNEY:

- (a).Consider and possibly approve out-of-state travel for ADA Tommy Coleman to attend the Association of Government Attorneys in Capital Litigation held July 30-August 2, 2025, in Nashville, Tennessee. This conference is not available in Texas and will be paid out of DA budgeted travel funds.

NO ATTACHMENTS

Motion by: Alfred

Second by: Sinegal

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

Action: APPROVED

COUNTY COMMISSIONERS:

- (a).Consider, possibly approve, and authorize the County Judge to sign a letter of Commitment for Jefferson County funding through the Coastal Erosion Planning and Response Act for the North Sabine Lake Project.

SEE ATTACHMENTS ON PAGES 127 - 128

Motion by: Sinegal

Second by: Willis

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

Action: APPROVED

HUMAN RESOURCES:

- (a).Presentation of the 2024 Employee Excellence Award

NO ATTACHMENTS

Motion by: Erickson

Second by: Sinegal

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

Action: APPROVED

- (b).Consider and possibly approve Resolution for the 2024 Employee Excellence Award Winner.

NO ATTACHMENTS

Motion by: Erickson

Second by: Sinegal

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

Action: APPROVED

OTHER BUSINESS:

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

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

Jeff R. Branick
County Judge

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Special, April 15, 2025

There being no further business to come before the Court at this time, same is now here adjourned on this date, April 15, 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 Invitation for Bids

April 15, 2025

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 25-013/MR, Contracted Heavy Equipment Operator & Sawyer for Jefferson County Wildfire Fuel Mitigation; pursuant to Chapter 262 Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-327** Specifications for this project may be obtained from the Jefferson County website, <https://www.jeffersoncountytexas.gov/Purchasing/> or by calling 409-835-8593.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and one (1) copy of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME: Contracted Heavy Equipment Operator & Sawyer for Jefferson County Wildfire Fuel Mitigation; pursuant to Chapter 262 Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-327

BID NUMBER: IFB 25-013/MR

DUE BY TIME/DATE: 11:00 AM CT, Wednesday, May 21, 2025

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

There will be a **Pre-Bid Conference** at **10:00 AM CT on Monday, April 28, 2025**, in the Emergency Management Conference Room located at 1149 Pearl Street, 1st Floor, Beaumont, Texas 77701.

Any questions relating to these bid requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: mistey.reeves@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 bid in accordance with the terms and conditions stated in this bid. Bidders are strongly encouraged to carefully read the entire invitation, as failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Deborah L. Clark, Purchasing Agent
 Jefferson County, Texas

PUBLISH:
Beaumont Enterprise & Port Arthur News:
 April 16, 2025
The Examiner:
 April 17, 2025 & April 24, 2025

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BID SUBMISSIONS:

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

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

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

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

SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT

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

1. BIDDING.

1.1 BIDS.

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

1.2 AUTHORIZED SIGNATURES.

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

1.3 LATE BIDS.

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

1.4 WITHDRAWAL OF BID PRIOR TO OPENING.

A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the Bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

1.5 WITHDRAWAL OF BID AFTER OPENING.

Bidder agrees that its offer may not be withdrawn or cancelled by the Vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

1.6 BID AMOUNTS.

Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

1.7 EXCEPTIONS AND/OR SUBSTITUTIONS.

All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a Bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the Vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

1.8 ALTERNATES.

The Invitation for Bid and/or specifications may expressly allow Bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

1.9 DESCRIPTIONS.

Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

1.10 BID ALTERATIONS.

Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

1.11 TAX EXEMPT STATUS.

Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

1.12 QUANTITIES.

Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

1.13 BID AWARD.

Award of contract shall be made to the most responsible, responsive Bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended.

Jefferson County reserves the right to award based upon individual line items, sections or total bid.

1.14 SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS.

All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

1.15 ADDENDA.

Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

1.16 GENERAL BID BOND/SURETY REQUIREMENTS.

Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.17 GENERAL INSURANCE REQUIREMENTS.

Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.18 RESPONSIVENESS.

A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to

required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include “price in effect at the time of delivery,” and c) bids made contingent upon award of other bids currently under consideration.

1.19 RESPONSIBLE STANDING OF BIDDER.

To be considered for award, Bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.

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

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

1.21 PUBLIC BID OPENING.

Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

2. PERFORMANCE.

2.1 DESIGN, STRENGTH, AND QUALITY.

Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

2.2 AGE AND MANUFACTURE.

All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

2.3 DELIVERY LOCATION.

All deliveries will be made to the address(es) specified on the purchase order during normal office working hours of 8:00 am CT to 4:00 pm CT, Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

2.4 DELIVERY SCHEDULE.

Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

2.5 DELIVERY CHARGES.

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

2.6 INSTALLATION CHARGES.

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

2.7 OPERATING INSTRUCTIONS AND TRAINING.

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

2.8 STORAGE.

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

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

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

2.10 OSHA.

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

2.11 PATENTS AND COPYRIGHTS.

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

2.12 SAMPLES, DEMONSTRATIONS, AND TESTING.

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

2.13 ACCEPTABILITY.

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

2.14 MAINTENANCE.

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

accordingly.

2.15 MATERIAL SAFETY DATA SHEETS.

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

2.16 EVALUATION.

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

3. PURCHASE ORDERS AND PAYMENT.

3.1 PURCHASE ORDERS.

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

3.2 INVOICES.

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

3.3 PROMPT PAYMENT.

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

3.4 FUNDING.

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

4. CONTRACT.

4.1 CONTRACT DEFINITION.

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

4.2 CHANGE ORDER.

No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in

the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

4.3 PRICE RE-DETERMINATION.

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

4.4 TERMINATION.

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

4.5 CONFLICT OF INTEREST.

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

4.6 INTEREST BY PUBLIC OFFICIALS.

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

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

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

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer.

Vendors shall not contact any Jefferson County personnel during the IFB process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.

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

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the

vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

4.8 INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE.

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

4.9 WARRANTY.

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

4.10 UNIFORM COMMERCIAL CODE.

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

4.11 VENUE.

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

4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.

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

4.13 SILENCE OF SPECIFICATIONS.

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

5. REJECTION OR WITHDRAWAL.

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

6. EMERGENCY/DECLARED DISASTER REQUIREMENTS.

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the

Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s).

Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

7. AWARD.

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected.

Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment.

In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

Jefferson County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

8. CONTRACT.

A response to an IFB is an offer to contract with Jefferson County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Jefferson County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

9. WAIVER OF SUBROGATION.

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

10. FISCAL FUNDING.

A multi-year contract (if requested by the specifications) continuing as a result of an extension option must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

11. BID RESULTS.

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page at <https://www.jeffersoncountytexas.gov/Purchasing/> as soon as possible following bid

opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Department.

12. CHANGES AND ADDENDA TO BID DOCUMENTS.

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

13. SPECIFICATIONS.

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid.

Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

14. DELIVERY.

Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder (in writing on the included Bid Form), prices bid will be considered as being based on F.O.B. destination/delivered freight included.

15. INTERPRETATION OF BID AN/OR CONTRACT DOCUMENTS.

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

16. CURRENCY.

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

17. PRICING.

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

18. NOTICE TO PROCEED/PURCHASE ORDER.

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

19. CERTIFICATION.

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

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

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

20. DEFINITIONS.

“County” – Jefferson County, Texas.

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

21. SMALL, MINORITY & WOMEN BUSINESS ENTERPRISE PARTICIPATION

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

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

Dallas Fort Worth MBDA Business Center

8828 N. Stemmons Freeway, Ste. 550 B

Dallas, TX 75247

214-920-2436

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

Email: admin1@mbdadallas.com

El Paso MBDA Business Center

2401 East Missouri Avenue

El Paso, TX 79903

915-351-6232

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

Email: treed@ephcc.org

Houston MBDA Business Center

3100 Main Street, Ste. 701

Houston, TX 77002

713-718-8974

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

Email: mbda@hccs.edu

San Antonio MBDA Business Center

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

San Antonio, TX 78207

210-458-2480

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

Email: Jacqueline.jackson@utsa.edu

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

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

Dallas/Fort Worth District Office

150 West Parkway, Ste. 130

Euless, TX 76040

817-684-5500

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

Email: dfwdo.email@sba.gov

El Paso District Office

211 N. Florence St, Ste. 201

El Paso, TX 79901

915-834-4600

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

Email: Suzanne.aguirre@sba.gov

Houston District Office

8701 S. Gessner Dr, Ste. 1200

Houston, TX 77074

713-773-6500

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

Email: houston@sba.gov

Lower Rio Grande Valley District Office

2422 E. Tyler Ave, Suite E

Harlingen, TX 78550

956-427-8533

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

Email: lrgvdo.email@sba.gov

San Antonio District Office

615 E. Houston St, Ste 298

San Antonio, TX 78205

210-403-5900

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

Email: sado.email@sba.gov

West Texas District Office

1205 Texas Ave, Room 408

Lubbock, TX 79401

806-472-7462

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

Email: lubdo@sba.gov

HUB certification information can be found at:

Statewide Procurement Division HUB Program

P.O. Box 13528

Austin, TX 78711

512-463-5872 or 888-863-5881

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

Email: statewidehubprogram@cpa.texas.gov

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

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

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

THRESHOLD	PROVISION	CITATION
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908 , must address administrative, contractual, or legal remedies in instances where Contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
None	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” 41 CFR 60-1.4 Equal opportunity clause. (b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause: The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause: During the performance of this contract, the Contractor agrees as follows: (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:	2 CFR 200 APPENDIX II I and 41 CFR §60-1.4(b)

	Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information. (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in	
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	Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States. The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.	
>\$2,000	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions	2 CFR 200 APPENDIX II (D)

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

>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352 . Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.216.	2 CFR 200 APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
>\$10,000	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.	2 CFR 200.323
>\$100,000	<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	2 CFR 200.216

	telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See Public Law 115-232, section 889 for additional information. (d) See also § 200.471.	
None	As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.	2 CFR 200.322(a)(b)(1)(2)
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112

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

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

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

BYRD ANTI-LOBBYING CERTIFICATION

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM

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

DEBARMENT/SUSPENSION CERTIFICATION

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM

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

CIVIL RIGHTS COMPLIANCE PROVISIONS

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

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

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

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- 4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM

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

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

The following requirements and instructions supersede General Requirements where applicable.

1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

One (1) Original and one (1) Bid Copy; with all copies to include a Completed Copy of this Specifications Packet, **in its entirety.**

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

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

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

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

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

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

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

All submissions must be received by 11:00 am CT, Wednesday, May 21, 2025.

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

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

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

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

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

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

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

In response to the Covid-19 pandemic, Jefferson County has implemented precautionary measures as currently recommended by the CDC within its facilities. Bidders are strongly urged to plan accordingly.

COUNTY HOLIDAYS (2025):

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

Submissions During Time of Inclement Weather, Disaster, or Emergency:

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

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of Statements of Qualifications will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

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

There will be a Pre-Bid Meeting and Walk-Through on Monday, April 28, 2025, at 10:00 am CT, in the Emergency Management Conference Room located at 1149 Pearl Street, 1st Floor, Beaumont, Texas 77701.

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

Questions may be emailed to Mistey Reeves, Assistant Purchasing Agent at: mistey.reeves@jeffersoncountytexas.gov. The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, May 9, 2025.

4. **VENDOR REGISTRATION (System for Award Management).**

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

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

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

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

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

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

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

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

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

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

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A sample of a completed FORM 1295 is included on **PAGE 32**.

FORM 1295 Implementation Background:

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

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

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

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

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

FORM 1295 EXEMPTIONS:

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

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

A completed Form 1295 is not required for:

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

SAMPLE COMPLETED FORM 1295

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY Must file online at www.ethics.state.tx.us/File	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. VENDOR: ENTER YOUR BUSINESS NAME, CITY, STATE, AND COUNTRY HERE			
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. JEFFERSON COUNTY, TEXAS			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. VENDOR: ENTER BID/PROPOSAL/CONTRACT/AGREEMENT REF# AND TITLE HERE			
4 Name of Interested Party		City, State, Country (place of business)	
		Nature of Interest (check applicable)	
		Controlling	Intermediary
VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIES.		X	
VENDOR: WORKERS (OR NON-OWNERS) IN YOUR COMPANY ARE INTERMEDIARY PARTIES.			X
5 Check only if there is NO Interested Party. CHECK BELOW IF APPLICABLE ☐			
6 UNSWORN DECLARATION VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION. My name is _____, and my date of birth is _____. My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country). I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20_____. (month) (year) _____ Signature of authorized agent of contracting business entity (Declarant)			
ADD ADDITIONAL PAGES AS NECESSARY			

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 12/22/2017

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

BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

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

6. **MULTIPLE VENDOR AWARD.**

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

7. **DELIVERY.**

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the Contractor, at the discretion of, and at no additional charge to, Jefferson County.

8. **PAYMENT.**

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

Invoices shall be submitted to:

Jefferson County Auditing Department
Attention: Accounts Payable
1149 Pearl Street, 7th floor
Beaumont, TX 77701.

9. **USAGE REPORTS.**

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

10. **INSURANCE.**

The Contractor (including any and all Subcontractors as defined in Section 11.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the Contractor. These requirements do not establish limits of the Contractor's liability.

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

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

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

Minimum Insurance Requirements:

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

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation

Statutory Coverage (See Section 9 Below)

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

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

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

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

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

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

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

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

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

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

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

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

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

- 11.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 11.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
 - 11.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
 - 11.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - 11.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 11.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 11.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
 - 11.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - 11.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - 11.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 11.1. – 11.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 11.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 11.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

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

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

BIDDER INFORMATION FORM

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

Bid Number & Name: (IFB 25-013/MR) Contracted Heavy Equipment Operator & Sawyer for Jefferson County
Wildfire Fuel Mitigation

Bidder's Company/Business Name: _____

Bidder's TAX ID Number: _____

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

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

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

Fax Number (with area code): _____

Email Address: _____

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

Address

City, State, Zip Code

REQUIRED FORM

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

SECTION 4: MINIMUM SPECIFICATIONS

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: mistey.reeves@jeffersoncountytexas.gov. Please reference Bid Number: IFB 25-013/MR.

Scope of Project:

Jefferson County is soliciting bids for contracted Heavy Equipment Operators and Sawyers for Jefferson County wildfire fuel mitigation. The wildfire fuel mitigation will be along 371 miles (1,798 acres) of county-controlled rights-of-way and target 135 areas for an additional 1,000 acres near critical facilities and other non-rights-of-way areas. The period of this contract begin upon approval by Commissioners' Court and expire June 1, 2029. The awarded contractors will report to the Jefferson County Wildfire Coordinator and Jefferson County Wildfire Specialists for this project.

Jefferson County is seeking four teams of two individuals each, comprising of a heavy equipment operator and a sawyer. It is required that the heavy equipment operator holds a valid license to operate the equipment. Heavy equipment operator license must be included with proposer's bid. Examples of heavy equipment to be used for this project are as follows:

- Tractor with boom arm, mower, mulcher and saw attachments
- Skid steer with mulcher and mower attachments
- Towable chipper

The County desires to retain a contractor with prior experience in wildfire fuel mitigation and the successful proposer shall be required to submit references for such evidence of qualifications.

Jefferson County reserves the right to accept a proposal in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County.

Responsibilities of the Contractor:

The contractor's employees must have a good working knowledge of the principles and techniques of the heavy machinery and equipment used in wildfire fuel mitigation, as well as good working knowledge of safety procedures.

The Contractor shall be responsible for knowledge of and compliance with all federal, state and local laws, rules, practices and regulations.

Provide any and all employees insurances and/or benefits to its employees. The County assumes absolutely no responsibility pertaining thereto.

All employees of contractor must be eighteen (18) years of age or older. No minors will be allowed to work under this contract.

The contractor shall provide all labor, equipment, maintenance of equipment, materials, and transportation. Jefferson County reserves the right to require Contractor to replace, substitute, or modify his equipment if such equipment is harmful to the County or its operation or is not sufficient in terms of providing adequate wildfire fuel mitigation under this contract.

Contractor shall bear all of its own operating costs and is responsible for all permit, license fees, and maintenance of its own and subcontractor's trucks, and equipment to keep such property in condition and manner adequate to accomplish contracted services.

The title of all equipment, materials, machinery of any kind or nature furnished and used by Contractor shall remain in Contractor's name and such equipment, materials of any kind or nature shall be removed promptly from the area specified in bid upon the termination of this contract.

Contractor will submit work log detailing properties serviced, dates serviced and hours worked at time of invoice submission.

Contractor is required to retain all records and files related to wildfire fuel mitigation until the Jefferson County Auditing Department gives written permission to discard these materials.

It shall be the contractor's responsibility to rectify any damage to County and individual's property caused by any individual(s) connected with the vendor as well as their own equipment and property.

Responsibilities of the County:

All services required to be performed under this agreement shall be subject to inspection by a representative of the County while in process or after completion. If any such services are found to be unsatisfactory and not in accordance with the requirements of this contract, the County Purchasing Agent or representative shall notify Contractor and Contractor shall take immediate steps for corrective action.

Jefferson County shall in no way be responsible for the Contractor's supplies, equipment, materials, or personal belongings that may be damaged by fire, theft, accident, or otherwise.

Non-Performance/Liquidated Damages:

Throughout the term of the contract, if the contractor fails to perform required services as described herein, or does not complete all services as required on a daily, weekly, monthly quarterly, bi-annually, or yearly basis this shall be just cause for the assessment of damages as described below and such damages shall be considered, as liquidated damages. If the Vendor fails to perform the services within the time specified in the contract whether a daily, weekly, monthly, quarterly, biannually, or yearly task, the Vendor shall be deemed as non-compliant and liquidated damages will be assessed.

Attorney's Fee:

Should the Contractor, in the judgment of Jefferson County, ignore or fail properly to handle or defend any claim, lien, or suit the County may, at its opinion, assume and undertake or join the handling or defense of, any such claim, lien, or suit, and in that event the Contractor will reimburse the County for attorney's fees and other expenses incurred by it in handling or defending any amounts paid by Jefferson County in settlement thereof or in satisfaction of any judgment in any such suit.

Default:

The contract may be cancelled or annulled by Jefferson County if the Contractor shall fail or neglect to do or perform or observe any of the covenants contained herein; or if Contractor shall be declared to be bankrupt or insolvent according to law, or if any assignment of its property shall be made for the benefit of creditors, then, in any said cases or events, Jefferson County may immediately or any time thereafter, terminate this contract, provided however, that nothing stated in this item shall impair Jefferson County's right to cancellation.

**OFFER AND ACCEPTANCE FORM
OFFER TO CONTRACT**

To Jefferson County:

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

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

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

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

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

For clarification of this offer, contact:

Company Name

Address

Name & Title

City

State

Zip

Phone

Fax

Signature of Person Authorized to Sign

E-mail

Printed Name

Title

REQUIRED FORM

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

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Contracted Heavy Equipment Operator & Sawyer for Jefferson County Wildfire Fuel Mitigation.

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

This contract shall henceforth be referred to as Contract No. IFB 25-013/MR, Contracted Heavy Equipment Operator & Sawyer for Jefferson County Wildfire Fuel Mitigation. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

COUNTERSIGNED:

Jeff R. Branick, County Judge
JEFFERSON COUNTY, TEXAS

Date

ATTEST:

Roxanne Acosta Hellberg, County Clerk
JEFFERSON COUNTY, TEXAS

Date

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

BID FORM

Complete option 1 and option 2 of this Bid Form. All equipment that will be used for this project must be listed.

Option 1:

Description	Fuel Mitigation along 371 miles Rights-of-Ways	Fuel Mitigation for 135 targeted non-rights-of-ways areas
Heavy Equipment Operator with Equipment	Hourly Rate \$	Hourly Rate \$
Sawyer with Equipment	Hourly Rate \$	Hourly Rate \$
Number of 2-Person Teams Available		
Approximate number of acres one 2-person team can mitigate in a 30-day period.		

Option 2:

Description	Fuel Mitigation along 371 miles Rights-of-Ways	Fuel Mitigation for 135 targeted non-rights-of-ways areas
Heavy Equipment Operator with Equipment	Rate per Acre \$	Rate per Acre \$
Sawyer with Equipment	Rate per Acre \$	Rate per Acre \$
Number of 2-Person Teams Available		
Approximate number of acres one 2-person team can mitigate in a 30-day period.		

BID FORM - CONTINUED

List of equipment to be used:

BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):

Addendum 1 _____ Date Received _____

Addendum 2 _____ Date Received _____

Addendum 3 _____ Date Received _____

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

REQUIRED FORM

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

VENDOR REFERENCES FORM

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

REQUIRED FORM

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

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

SIGNATURE PAGE

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

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

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

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

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

Bidder (Entity Name)

Signature

Street & Mailing Address

Print Name

City, State & Zip

Date Signed

Telephone Number

Fax Number

E-mail Address

REQUIRED FORM

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

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

Signature of Contractor's Authorized Official

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

Date

REQUIRED FORM

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

CONFLICT OF INTEREST QUESTIONNAIRE

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	
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

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

**LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY**

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.		OFFICE USE ONLY Date Received
1	Name of Local Government Officer 	
2	Office Held 	
3	Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code 	
4	Description of the nature and extent of employment or other business relationship with vendor named in item 3 	
5	List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B). Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____ (attach additional forms as necessary)	
6	AFFIDAVIT I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code. _____ Signature of Local Government Officer AFFIX NOTARY STAMP / SEAL ABOVE Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office. _____ Signature of officer administering oath _____ Printed name of officer administering oath _____ Title of officer administering oath	

Adopted 8/7/2015

THIS FORM IS FOR
OFFICE USE ONLY

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

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

☐ Yes ☐ No

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

Did the Prime Contractor/Consultant . . . ?

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

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

Printed Name of Authorized Representative

Signature

Title

Date

REQUIRED FORM

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

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

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

☐ Yes ☐ No

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

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

Contractor Name: _____ HUB: ☐ Yes ☐ No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

Printed Name of Contractor Representative

Signature of Representative

Date

Printed Name of HUB

Signature of Representative

Date

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

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

REQUIRED FORM

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

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

☐ No

Description of Subcontract Work to be Performed:

PAGE 55 OF 60

Description of Subcontract Work to be Performed: _____

Description of Subcontract Work to be Performed:

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

RESIDENCE CERTIFICATION/TAX FORM

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

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

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

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

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

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

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

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

REQUIRED FORM

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

HOUSE BILL 89 VERIFICATION

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

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

Pursuant to Section 2270.002, Texas Government Code:

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

Signature of Company Representative

Date

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

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

Notary Seal

Notary Signature

Date

REQUIRED FORM

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

SENATE BILL 252 CERTIFICATION

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

Company Name

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

Purchasing Representative

Date

THIS FORM IS FOR OFFICE USE ONLY

BID AFFIDAVIT

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

STATE OF _____ COUNTY OF _____

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

on this day personally appeared _____, who
(name)

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

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

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

foregoing on behalf of the said _____.
(name of firm)

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

Name and address of Bidder: _____

Fax: _____ Telephone# _____

by: _____ Title: _____
(print name)

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named

_____ on

this the _____ day of _____, 20____.

REQUIRED FORM

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

Notary Public in and for
the State of _____

**To: Rebekah Patin
From: Mike Trahan
Re: Budget Transfer
Date: April 9, 2025**

Rebekah,

I would like to request a transfer of \$8,500.00 from 112-0209-431-6042 Trucks and Trailers to 112-0207-431-5077 Contractual Services. This is for Vegetation Control on buyout properties located in Precinct 2.

I do know that this has to go through Commissioner's Court.

Thanks for your help.

Sincerely,

Mike Trahan

Superintendent, Road and Bridge Precinct 2



Budget amendment and new vehicle quote

From Linda Cormier <Linda.Cormier@jeffersoncountytexas.gov>

Date Thu 4/3/2025 2:40 PM

To Fran Lee <Fran.Lee@jeffersoncountytexas.gov>

Cc Chris Bates <cbates2003@gmail.com>

 1 attachment (61 KB)

New vehicle quote with Caldwell Country Chevrolet.pdf;

Fran,

Per Constable Bates' conversation with you yesterday, you are going to cancel PO #094592 on the quote from Silsbee Ford. The new vehicle quote with Caldwell Country Chevrolet is \$54,877.00 and the quote with Silsbee Ford was \$52,166.20. That is a difference of \$2,710.80. I will put in a new requisition for the new quote. Please transfer \$2,711.00 to Constable Bates' budget Account #120-3066-425-6007 to take care of the difference. Attached is a copy of the quote from Caldwell Country Chevrolet. Your help is greatly appreciated.

Thank you,

Linda Cormier

Chief Clerk

Constable Christopher Bates, Pct 2

Jefferson County, TX

(409) 983-8335

Please note new email address: Linda.Cormier@jeffersoncountytexas.gov



CALDWELL COUNTRY CHEVROLET

800 HWY. 21 E. CALDWELL, TEXAS 77836

BUYBOARD 724-23

End User: JEFFERSON COUNTYCaldwell Rep: BEN LAUREANO QUOTE#4225Contact: JOE ZURITAPhone: 979-567-6155

Phone/email: _____

Date: Wednesday, April 2, 2025Product Description: CHEVROLET TAHOEemail: ben@caldwellcountry.comA. Bid Series: 20A. 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
MHS	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

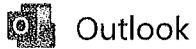
M. Trade in:

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



Budget transfer

From Bryan Werner <Bryan.Werner@jeffersoncountytexas.gov>

Date Wed 4/9/2025 2:44 PM

To Fran Lee <Fran.Lee@jeffersoncountytexas.gov>

Fran,

Please transfer \$3,243.92 from account 120-3068-425.10-43 (Deputies) to account 120-3068-425.60-02 (computer equipment). Also need to transfer \$1,126.00 from 120-3068-425.10-43 (Deputies) to account 120-3068-425.30-84 (Minor equipment). These transfers are needed to cover cost of bullet proof vest and computer equipment for new deputy Dewayne Johnson.

Please see attached quotes.

Thanks Bryan

Constable Bryan Werner
Jefferson County Pct.4
19217 FM 365
Beaumont, Texas 77705
409-434-5450 Office



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

Review and Complete Purchase

AMY SERRANT,

Thank you for considering CDW•G for your technology needs. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
1CGXFT3	4/1/2025	CONSTABLE PCT 4	2735480	\$3,243.92

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<u>Panasonic Toughbook 55 - 14" - Intel Core i5 - 1345U - 16 GB RAM - 512 GB S</u>	1	7896010	\$2,515.01	\$2,515.01
Mfg. Part#: FZ-55J2601BM Contract: OMNIA Mesa 2024056-01 - GOV (2024056)				
<u>Gamber-Johnson Life Vehicle Docking Station for TOUGHBOOK 55 and 54 Laptop</u>	1	6870149	\$728.91	\$728.91
Mfg. Part#: GJ-S5LVDLT0 Contract: OMNIA Mesa 2024056-01 - GOV (2024056)				

SUBTOTAL	\$3,243.92
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$3,243.92

PURCHASER BILLING INFO	DELIVER TO
Billing Address: JEFFERSON COUNTY 1149 PEARL ST FL 6 BEAUMONT, TX 77701-3638 Phone: (409) 835-8447 Payment Terms:	Shipping Address: JEFFERSON COUNTY MIS DEPT ATTN: AMY SERRANT 1149 PEARL ST MIS DEPT, 6TH FLOOR BEAUMONT, TX 77701 Phone: (409) 835-8447 Shipping Method: DROP SHIP-GROUND
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Eddie Forsythe | (877) 501-2975 | eddie.forsythe@cdwg.com

DGW HOLDINGS, LLC**QUOTATION**

17653 FM 365

DATE

April 9, 2025

Beaumont, Texas 77705

Quotation # 25-0409-2

Phone: 409-673-5075

CUSTOMER: CONST4

BILL TO

Jefferson County Auditor

PREPARED BY

Danny Walker

Constable Bryan Werner PCT. 4

bryan.werner@jeffersoncountytexas.gov

DESCRIPTION	QUANTITY	COST	AMOUNT
Tactical Enhanced Multi-Threat Vest Level IIIA+	1	\$ 719.00	\$ 719.00
"CONSTABLE" Front and back banner			
Name Banner on front			
Hard Rifle Plate Level IV ICW 2 ea	1	\$ 338.00	\$ 338.00
IIIA+ Side Armor Panels 5" x 7" - 2 ea	1	\$ 69.00	\$ 69.00
FOB BEAUMONT			
TAX EXEMPT			
	TOTAL		\$ 1,126.00

DGW Holdings, LLC
 17653 FM 365 Beaumont, Texas 77705 409-673-5075
 danny@easttextactical.com





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.	

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 -To be determined

☐ Photos

☐ Affordability Covenants

☐ Other Please Specify:

Certification of Signature

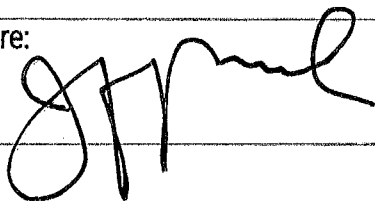
By signing this form, the elected official certifies that the information provided is true and accurate to the best of his/her knowledge and belief.

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:

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 Simmons: GLO17-31243-P
Service Area and Project Name: SETRPC / Jefferson County Buyout Program	
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☒ Deed Restrictions **TBD**

☐ Photos

☐ Affordability Covenants

☐ Other Please Specify:

Certification of Signature

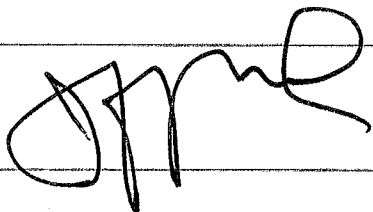
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Community Development and Revitalization
CDBG-DR Buyout/Acquisition Program
End Use Certification Form

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Subrecipient/State: Jefferson County / Texas	Contract #: 20-066-036-C242 Champagne: GLO17-30462-P
Service Area and Project Name: SETRPC / Jefferson County Buyout Program	
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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

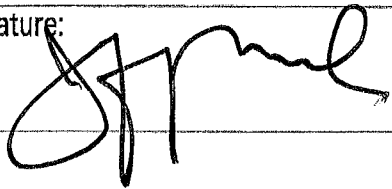
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Printed Name of Elected Official: Jeff R. Branick

Title: County Judge, Jefferson
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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 Webster: GLO17-29510-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

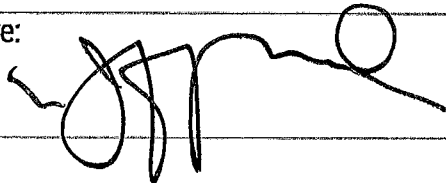
By signing this form, the elected official certifies that the information provided is true and accurate to the best of his/her knowledge and belief.

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.



Texas General Land Office
Community Development and Revitalization
CDBG-DR Buyout/Acquisition Program
Relocation Incentive Calculation Form (Non-URA)

Instructions: This incentive calculation form is for the use of families and individuals applying for payment of residential moving and related expenses under Relocation Incentives in the CDBG-DR Local Buyout and Acquisition Program. This form is not to be used to request URA relocation assistance (Persons eligible for URA assistance should complete forms HUD-40030 and HUD-40043). You may be eligible to apply for either (1) a fixed payment (see 49 CFR 24.302), or (2) payment for estimated reasonable moving costs and related expenses based on quotes received or (3) in some cases, a payment based on a combination of moving options. You are eligible

All Claims for payments must be made within the following timeframe: _____

Subrecipient:	Jefferson County	Contract #:	20-066-036-C242
Case Manager:	Vivian Ballou		
Case Manager Contact Info:	409.772.5100		
Applicant Name:	Robert Webster	Applicant ID:	GL017-29510-P
Co-Applicant Name:	Charity Webster		
Applicant Address:	17413 Boondock Rd. Beaumont, Texas 77705		

Which Incentives will you be requesting? (Check all that apply)

Buyout Incentive

Down Payment Incentive

Relocation Incentive ☒ x

Section A Relocation Information				
Will All Members of the Household Move to the Same Dwelling?				☒ Yes
(If "No," list the names of all members and the addresses to which they will move to in the Remarks Section.)				
Dwelling	Address (include Apartment No.)	Number of Rooms of	Date Occupied	Date Will Vacate
Unit That You are Moving From:				
Temporary Unit that you moved to (if				
Replacement Unit That You Will Move		* Excluding		
Which of the following is your	An Existing Home	A Lot	A New Construction Home	
Remarks:				
Will you be using temporary housing? ☐ Yes ☐ No				
* If the Answer is No. Skip the next section and Proceed to Section C				

Section B Calculation of Temporary Relocation Incentive	
This claim form is for the use of families and individuals applying for reimbursement of temporary relocation expenses. This form is not to be used to	
Costs listed on this form are for the period beginning on	\$0.00
Costs listed on this form are for	\$0.00
TOTAL # OF MONTHS: _____	
Instructions: You may be eligible for reimbursement of actual and reasonable moving costs and related expenses in connection with your move to a	

Section B. A	Move Costs to Temporary Unit		7b. Self Move		7c. Self Move	
	7a. Commercial Move		Claimant	Subrecipient Use	Claimant	Subrecipient Use
	Claimant	Subrecipient Use				
(1) Estimated Moving Cost Expenses (49 CFR 24.301(g)(1-7); see page 4) (Do not include storage costs listed separately below). [For Mobile Home Owner Occupants also include 24.301(g)(8-10), if applicable.]					n/a	n/a
(2) Storage Cost (Requires prior						
(3) Telephone re-connection						
(4) Other (Explain in Remarks Section)						

(5) Fixed Moving Cost Schedule Amount (Based on number of rooms of furniture detailed above)						
(6) Total Amount of Claim.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
(7) Amount Previously Received, if any.						
(8) Amount Requested (Subtract line (7))	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
(9) Total Amount Requested -	Claimant			Subrecipient Use		
Combination Moves Only	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Section B. B DETERMINATION OF RENT AND AVERAGE MONTHLY UTILITY COSTS FOR TEMPORARY UNIT

Instructions: To compute the payment, entries on Line 9(i) must reflect all utility services. Therefore, identify on Lines 9(b) through 9(f) each utility necessary to provide electricity, gas, other heating/cooking fuels, water and sewer. In those cases where the utility service is covered by the monthly rent, enter "IMR" (In Monthly Rent). If a monthly housing program subsidy (e.g., Housing Choice Voucher/Section 8, other) has been provided, enter the applicable amount on Line 9(h). Applicants may be eligible for the lesser amount of temporary relocation costs up to 3 months at an amount not to exceed \$5,000, or the amount prescribed in the Subrecipient's housing guidelines. The below form should be completed for each month of temporary relocation assistance requested.

Monthly Cost for Month of :						
Month 1	Unit You Moved From		Temporary Unit you Moved to		Increase in	Amount Approved
	Claimant	Subrecipient Use	Claimant	Subrecipient Use	Subrecipient Use	to be provided by Subrecipient
(1) Rent						
(2) Electricity						
(3) Gas						
(4) Water/Sewer						
(5) Sanitation						
(6) Other						
(7) Gross Monthly Rent and Utility Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
(8) Monthly Housing Subsidy (if						
(9) Net Monthly Rent and Utility Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Monthly Cost for Month of :						
Month 2	Unit You Moved From		Temporary Unit you Moved to		Increase in	Amount Approved
	Claimant	Subrecipient Use	Claimant	Subrecipient Use	Subrecipient Use	to be provided by Subrecipient
(1) Rent						
(2) Electricity						
(3) Gas						
(4) Water/Sewer						
(5) Sanitation						
(6) Other						
(7) Gross Monthly Rent and Utility Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
(8) Monthly Housing Subsidy (if						
(9) Net Monthly Rent and Utility Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Monthly Cost for Month of :						
Month 3	Unit You Moved From		Temporary Unit you Moved to		Increase in	Amount Approved
	Claimant	Subrecipient Use	Claimant	Subrecipient Use	Subrecipient Use	to be provided by Subrecipient
(1) Rent (The monthly rental amount due under the terms and conditions of occupancy). Check appropriate box:						
(2) Electricity						
(3) Gas						
(4) Water/Sewer						
(5) Sanitation						
(6) Other						
(7) Gross Monthly Rent and Utility Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
(8) Monthly Housing Subsidy (if						

(9) Net Monthly Rent and Utility Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Net Total Rent and Utility Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Section B. C Other Reasonable Out-Of-Pocket Expenses

Instructions: You may be eligible for other reasonable out-of-pocket expenses as approved by the Subrecipient in connection with your temporary move.

Monthly Cost for Month of :				Claimant	Subrecipient Use
(10) Per Diem for unit without cooking					
A) Per Diem for adults	Amount Per Adult		Number of Days		
B) Per Diem for Children under 12	Amount Per child		Number of Days		
Other (e.g., increased transportation)					
(11)					
(12)					
(13)					
(14)					
(15)				\$ -	\$ -
Total Add Lines 10A-15					

Monthly Cost for Month of :				Claimant	Subrecipient Use
(10) Per Diem for unit without cooking					
A) Per Diem for adults	Amount Per Adult		Number of Days		
B) Per Diem for Children under 12	Amount Per child		Number of Days		
Other (e.g., increased transportation)					
(11)					
(12)					
(13)					
(14)					
(15)				\$ -	\$ -
Total Add Lines 10A-15					

Monthly Cost for Month of :				Claimant	Subrecipient Use
(10) Per Diem for unit without cooking					
A) Per Diem for adults	Amount Per Adult		Number of Days		
B) Per Diem for Children under 12	Amount Per child		Number of Days		
Other (e.g., increased transportation)					
(11)					
(12)					
(13)					
(14)					
(15)				\$ -	\$ -
Total Add Lines 10A-15					

Net Total Reasonable Out of Pocket Expenses

TO BE COMPLETED BY SUBRECIPIENT		Amount Claimed	Amount Recommended
(1) Total Moving Costs to Temporary Unit		\$ -	\$ -
(2) Total Rent and Utility Costs		\$ -	\$ -
(3) Total Other Reasonable Out-Of-Pocket Expenses		\$ -	\$ -
(4) Total Temporary Relocation Incentive		\$ -	\$ -
(5) Subrecipient Temporary Relocation Incentive Cap (In			\$5,000
(6) GLO Temporary Relocation Incentive Cap		\$ -	\$ -
(7) Amount Awarded (Lesser Amount of Line 4, 5, or 6)			

Section C Calculation of Relocation Incentive for Move to Replacement Unit

This section of the form is to request a relocation incentive for moving to your replacement unit. Note: Costs for moving to temporary housing should be recorded in Section B and not in this section. You may be eligible to apply for either (1) a fixed payment, or (2) payment for estimated and reasonable moving costs and related expenses or (3) in some cases, a payment based on a combination of moving options. The computation table in this section provides you with the ability to compute your payment based on one or a combination of moving options depending on your eligibility and your needs and desires. This form is not to be used to request URA relocation assistance (Persons eligible for URA assistance should complete form HUD-40054).

A fixed payment is used to compute a payment based on the numbers of rooms of furniture within the displacement dwelling. The Residential Fixed Moving Cost Schedule is available at https://www.fhwa.dot.gov/real_estate/uniform_act/relocation/moving_cost_schedule.cfm. The Cost Schedule will provide the payment amount for the state in which the displacement occurred. (Note: for persons occupying a dormitory style room the payment amount is limited to the amount specified for such moves on the Fixed Moving Cost Schedule.) If you choose to request a fixed payment, fill in the applicable schedule amount in column 7c Line (3). In some cases, persons who plan to request only a fixed payment may also be eligible for additional moving options to move personal property located outside the dwelling and not considered in the Fixed Moving Cost Schedule (jungle gym, hot tub, etc.) or for personal property requiring specialized moving assistance within the dwelling (piano, pool table, medical equipment, etc.) In these situations, you may also be eligible for a payment based on estimated costs for a commercial move and/or self-move for these items. Contact your case manager for further assistance. If your case manager determines you are eligible for other moving options in addition to the fixed payment, fill in all applicable request information requested for the type(s) of moving option specified in the table.

	7a. Commercial Move (Quoted Costs)		7b. Self Move (Estimated Costs)		7c. Self Move (Fixed Schedule)	
	Claimant	Subrecipient Use	Claimant	Subrecipient Use	Claimant	Subrecipient Use
(1) Estimated Moving Cost Expenses						
(2) Storage Cost (Requires prior						
(3) Fixed Moving Cost Schedule						
(4) Other (Explain in Remarks Section)						
(5) Total Amount of Claim.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
(6) Amount Previously Received, if any.						
(7) Amount Requested (Subtract line (6))	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
(8) Total Amount Requested - Combination Moves Only	Claimant		Subrecipient Use			
	\$ -		\$ -		\$ -	

TO BE COMPLETED BY SUBRECIPIENT	Amount Claimed	Amount Recommended
(1) Total amount requested for	\$ -	\$ -
(2) Subrecipient Relocation Incentive		
(3) GLO Relocation Incentive Cap	\$10,000.00	
(4) Amount Awarded (Lesser of Line 1,2,	\$ -	\$ -

Acknowledgment

Under penalties of perjury, I/we certify that the information presented in this document is true and accurate to the best of my knowledge and belief. I/We further understand that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in my ineligibility to participate in this program or any other programs that will accept this document. Additionally, if I/we receive future funding for the same purpose of the CDBG-DR funds, I/we will agree to repay the assistance that was duplicated. 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.

Signature of Applicant:	<u>Robert Webster</u>	Date:	Apr 9, 2025
Signature of Co-Applicant:		Date:	
Signature of Subrecipient or State		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.

Eligible Actual Residential Moving Expenses (49 CFR 24.301(g)(1-10))

- (1) Transportation of the displaced person and personal property. Transportation costs for a distance beyond 50 miles are not eligible, unless the
- (2) Packing, crating, unpacking, and uncrating of the personal property.
- (3) Disconnecting, dismantling, removing, reassembling, and reinstalling relocated household appliances and other personal property. For businesses,
- (4) Storage of the personal property for a period not to exceed 12 months, unless the Subrecipient determines that a longer period is necessary.
- (5) Insurance for the replacement value of the property in connection with the move and necessary storage.
- (6) The replacement value of property lost, stolen, or damaged in the process of moving (not through the fault or negligence of the displaced person, his
- (7) Other moving-related expenses that are not listed as ineligible under § 24.301(h), as the Subrecipient determines to be reasonable and necessary.
- (8) The reasonable cost of disassembling, moving, and reassembling any appurtenances attached to a mobile home, such as porches, decks, skirting,
- (9) The reasonable cost of repairs and/or modifications so that a mobile home can be moved and/or made decent, safe, and sanitary.
- (10) The cost of a nonrefundable mobile home park entrance fee, to the extent it does not exceed the fee at a comparable mobile home park, if the person

Signature: *Charity Webster*
Charity Webster (Apr 6, 2025 18:50 CDT)

Email: charitywebster67@gmail.com

Webster GLO

Final Audit Report

2025-04-09

Created:	2025-04-09
By:	Tia Banks (tia@legacycdc.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZyH43p3Og3m8iRxSXR7yym3D8HPuZsbn

"Webster GLO" History

-  Document created by Tia Banks (tia@legacycdc.org)
2025-04-09 - 3:56:06 PM GMT
-  Document emailed to somethinglike@gmail.com for signature
2025-04-09 - 3:58:51 PM GMT
-  Email viewed by somethinglike@gmail.com
2025-04-09 - 3:59:51 PM GMT
-  Signer somethinglike@gmail.com entered name at signing as Robert webster
2025-04-09 - 4:00:36 PM GMT
-  Document e-signed by Robert webster (somethinglike@gmail.com)
Signature Date: 2025-04-09 - 4:00:38 PM GMT - Time Source: server
-  Agreement completed.
2025-04-09 - 4:00:38 PM GMT



Adobe Acrobat Sign

American Land Title Association

ALTA Settlement Statement - Combined
Adopted 05-01-2015

File No./Escrow No.: 24-828661-WE
 Print Date & Time: 11/15/24 11:44 AM
 Officer/Escrow Officer: Brenda Loftus
 Settlement Location:
 Capital Title of Texas, LLC- Wellington
 3195 Dowlen Road, Suite 108
 Beaumont, TX 77706

Capital Title of Texas, LLC- Wellington
 ALTA Universal ID:
 3195 Dowlen Road Suite 108
 Beaumont, TX 77706

Property Address:

Johnson and Sampson, Lot 1, Tract C, Jefferson County
 5475 Garner Road
 Beaumont, TX 77708

Borrower:

Robert Webster
 17413 Boondocks Road
 Beaumont, TX 77713

Seller:

Kimberlee Kearns Stewart
 2747 Bayview Rd
 Jacksonville, FL 32210

Lender:

American Financial Network, Inc., 10 Pointe Drive, Suite 330, Brea, CA, 92821
 17870038924

Loan Number:

11/14/2024

Settlement Date:

11/15/2024

Disbursement Date:**Additional dates per state requirements:**

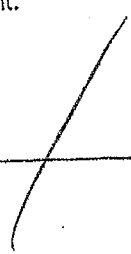
Seller		Description	Borrower/Buyer	
Debit	Credit		Debit	Credit
		Financial	\$169,000.00	
	\$169,000.00	Sale Price of Property		\$1,600.00
		Deposit		\$154,761.00
		Loan Amount		
		Prorations/Adjustments		
	\$339.18	County Property Taxes from 11/15/2024 thru 12/31/2024	\$339.18	
		Loan Charges to American Financial Network, Inc.		
		0.7% of Loan Amount (Points)	\$1,083.33	
		Processing Fee \$100.00 Paid by American Financial Network, Inc.		
		Underwriting Fee	\$1,195.00	
		Prepaid Interest \$28.09 per day from 11/15/2024 to 12/01/2024)	\$449.44	
		Other Loan Charges		
		Appraisal fee	\$180.00	
		Credit Report Fee to American Financial Network, Inc.	\$150.00	
		Doc Prep Fee to American Financial Network, Inc.		
		Flood Certification Fee		

Seller		Description	Borrower/Buyer	
Debit	Credit		Debit	Credit
		Mortgage Insurance Premium to American Financial Network, Inc.	\$2,661.75	
		Survey to Whiteley Infrastructure Group	\$1,163.69	
		Tax Service Fee		
\$125.00		Doc Prep fee to Black, Mann & Graham		
		mers reg to American Financial Network, Inc.	\$24.95	
		Impounds		
		Homeowner's Insurance \$283.75 per month for 3 mo.	\$851.25	
		Property Taxes \$220.11 per month for 2 mo.	\$440.22	
		Aggregate Adjustment	-\$283.75	
		Title Charges & Escrow / Settlement Charges		
\$125.00		Title - Document Preparation to Shaddock & Associates, P.C.		
\$375.00		Title - Escrow Fee to Capital Title of Texas	\$375.00	
\$2.00		Title - State of Texas Guaranty Fee to Texas Title Insurance Guaranty Association	\$2.00	
\$67.00		Title - Tax Certificate to United Tax Service, Inc.		
\$14.00		Title - eRecording to United eRecording	\$21.00	
\$10.00		Title - Courier/Overnight Fee to Capital Title of Texas	\$72.00	
		Title - Lender Policy Endorsements to Capital Title of Texas	\$106.05	
		Title - Lender's Title Insurance(\$154,761.00) to Capital Title of Texas	\$100.00	
\$1,196.00		Title - Owner's Title Insurance(\$169,000.00) to Capital Title of Texas		
		Commission		
\$5,070.00		Real Estate Commission - Listing to Re/Max One		
\$5,070.00		Real Estate Commission - Selling to Real Broker LLC		
		Government Recording and Transfer Charges		
\$4.00		Recording Fee (Drainage District Notice) to Capital Title of Texas	\$29.00	
		Recording Fee (Deed) to Capital Title of Texas	\$33.00	
		Recording Fee (Mortgage) to Capital Title of Texas	\$73.00	
\$29.00		Recording Fee (curative deed) to Capital Title of Texas		
\$57.00		Recording Fee (Seller POA) to Capital Title of Texas		
		Miscellaneous		
		Processing Fee to American Financial Network, Inc.	\$795.00	
\$2,641.31		2024 Property Tax to Jefferson County Tax Assessor Collector		
		transaction fee to Block Property Group LLC	\$699.00	
		home inspection to Guardian Inspection Payments	\$635.00	
\$600.00		Home Warranty to American Residential Warranty		
		Homeowner's Insurance Premium to Sagesure Insurance	\$3,405.00	
\$150.00		mobile notary to ASAP Pro Notary Services		

Seller		Borrower/Buyer	
Debit	Credit	Debit	Credit
\$15,535.31	\$169,339.18	\$183,600.11	\$156,361.00
Subtotals			\$27,239.11
Due From Borrower			
Due To Seller			
\$153,803.87			
\$169,339.18	\$169,339.18	\$183,600.11	\$183,600.11
Totals			

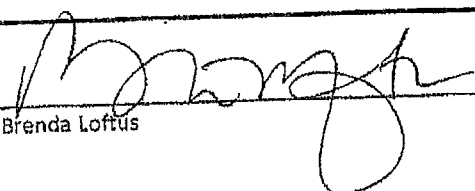
Acknowledgement

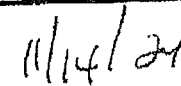
We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Capital Title of Texas, LLC- Wellington to cause the funds to be disbursed in accordance with this statement.


 Robert Webster

Date

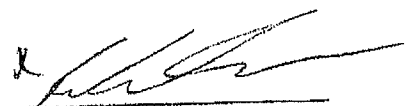
Kimberlee Kearns Stewart by David Lynn Singleton as Agent
 Kimberlee Kearns Stewart acting herein by and through her agent and attorney-in-fact, David Lynn Singleton


 Brenda Loftus

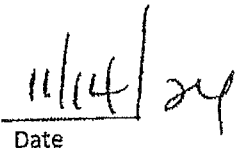

 Date

Acknowledgement

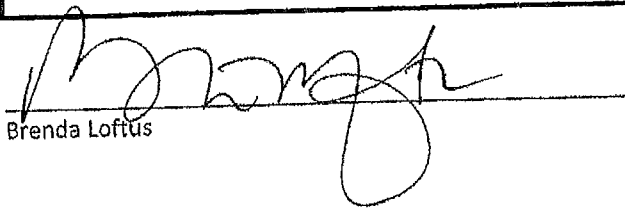
We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Capital Title of Texas, LLC- Wellington to cause the funds to be disbursed in accordance with this statement.



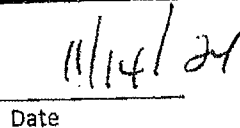
Robert Webster


Date

Kimberlee Kearns Stewart acting herein by and through her agent and attorney-in-fact, David Lynn Singleton



Brenda Loftus


Date

Inspection Form Housing Choice Voucher Program

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577031 69
(exp 07/31/2022)

Public reporting burden for this collection of information is estimated to average 0.25 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Privacy Act Statement. The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of the name and address of both the family and the owner is mandatory. The information is used to determine if a unit meets the housing quality standards of the section 8 rental assistance program. HUD may disclose this information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family participation.

Assurances of confidentiality are not provided under this collection.

This collection of information is authorized under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f).
a unit meets the housing quality standards of the section 8 rental assistance program.

The information is used to determine if

PHA		Tenant ID Number	Date of Request (mm/dd/yyyy)
Inspector <u>TROY PRIDDY</u>		Date Last Inspection (mm/dd/yyyy)	Date of Inspection (mm/dd/yyyy) <u>10/31/2024</u>
Neighborhood/Census Tract		Type of Inspection ☒ Initial ☐ Special ☐ Reinspection	
Project Number		Housing Type (check as appropriate)	
A. General Information		☒ Single Family Detached	
Street Address of Inspected Unit <u>5475 GARNER</u>		☐ Duplex or Two Family Row	
City <u>BOANONT</u>	County <u>DALLAS</u>	State <u>TX</u>	Zip <u>7708</u>
Name of Family		☐ House or Town House	
Current Telephone of Family		☐ Low Rise: 3, 4 Stories, including Garden Apartment	
Current Street Address of Family		☐ High Rise: 5 or More Stories	
City	County	State	Zip
Number of Children in Family Under 6		☐ Manufactured Home	
Name of Owner or Agent Authorized to Lease Unit Inspected		☐ Congregate	
Telephone of Owner or Agent		☐ Cooperative	
Address of Owner or Agent		☐ Independent Group Residence	
		☐ Single Room Occupancy	
		☐ Shared Housing	
		☐ Other (Specify)	

B. Summary Decision on the Unit
(to be completed after the form has been filled in)

Housing Quality Standard Pass or Fail

☐ 1. **Fail** If there are any checks under the column headed "Fail" the unit fails the minimum housing quality standards. Discuss with the owner the repairs noted that would be necessary to bring the unit up to the standard.

☐ 2. **Inconclusive** If there are no checks under the column headed "Fail" and there are checks under the column headed "Inconclusive," obtain additional information necessary for a decision (question owner or tenant as indicated in the item instructions given in this checklist). Once additional information is obtained, change the rating for the item and record the date of verification at the far right of the form.

☒ 3. **Pass** If neither (1) nor (2) above is checked, the unit passes the minimum housing quality standards. Any additional conditions described in the right hand column of the form should serve to (a) establish the precondition of the unit, (b) indicate possible additional areas to negotiate with the owner, (c) aid in assessing the reasonableness of the rent of the unit, and (d) aid the tenant in deciding among possible units to be rented. The tenant is responsible for deciding whether he or she finds these conditions acceptable.

☐ 4. **Unit Size** Count the number of bedrooms for purposes of the FMR or Payment Standard. Record in the box provided.

☐ 5. **Year Constructed**: Enter from Line 5 of the Request for Tenancy Approval form. Record in the box provided.

☐ 6. **Number of Sleeping Rooms**: Count the number of rooms which could be used for sleeping, as identified on the checklist. Record in the box provided.

C. How to Fill Out This Checklist

Complete the checklist on the unit to be occupied (or currently occupied) by the tenant. Proceed through the inspection as follows:

Area	Checklist Category
room by room	1. Living Room 2. Kitchen 3. Bathroom 4. All Other Rooms Used for Living 5. All Secondary Rooms Not Used for Living 6. Heating & Plumbing 7. Building Exterior 8. General Health & Safety
basement or utility room	
outside	
overall	

Each part of the checklist will be accompanied by an explanation of the item to be inspected.

Important: For each item numbered on the checklist, check one box only (e.g., check one box only for item 1.4 "Security" in the Living Room.) In the space to the right of the description of the item, if the decision on the item is: "Fail" write what repairs are necessary; if "Inconclusive" write in details.

Also, if "Pass" but there are some conditions present that need to be brought to the attention of the owner or the tenant, write these in the space to the right.

If it is an annual inspection, record to the right of the form any repairs made since the last inspection. If possible, record reason for repair (e.g., ordinary maintenance, tenant damage).

If it is a complaint inspection, fill out only those checklist items for which complaint is lodged. Determine, if possible, tenant or owner cause.

Once the checklist has been completed, return to Part B (Summary Decision on the Unit).

Previous editions are obsolete

1. Living Room

1.1 Living Room Present

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Note: If the unit is an efficiency apartment, consider the living room present.

1.2 Electricity

In order to qualify, the outlets must be present and properly installed in the baseboard, wall or floor of the room. Do not count a single duplex receptacle as two outlets, i.e., there must be two of these in the room, or one of these plus a permanently installed ceiling or wall light fixture.

Both the outlets and/or the light must be working. Usually, a room will have sufficient lights or electrical appliances plugged into outlets to determine workability. Be sure light fixture does not fail just because the bulb is burned out.

Do not count any of the following items or fixtures as outlets/fixtures: Table or floor lamps (these are not permanent light fixtures); ceiling lamps plugged into socket; extension cords.

If the electric service to the unit has been temporarily turned off check "Inconclusive." Contact owner or manager after inspection to verify that electricity functions properly when service is turned on. Record this information on the checklist.

1.3 Electrical Hazards

Examples of what this means: broken wiring; non-insulated wiring; frayed wiring; improper types of wiring, connections or insulation; wires lying in or located near standing water or other unsafe places; light fixture hanging from electric wiring without other firm support or fixture; missing cover plates on switches or outlets; badly cracked outlets; exposed fuse box connections; overloaded circuits evidenced by frequently "blown" fuses (ask the tenant).

Check "Inconclusive" if you are uncertain about severity of the problem and seek expert advice.

1.4 Security

"Accessible to outside" means: doors open to the outside or to a common public hall; windows accessible from the outside (e.g. basement and first floor); windows or doors leading onto a fire escape, porch or other outside place that can be reached from the ground.

"Lockable" means: the window or door has a properly working lock, or is nailed shut, or the window is not designed to be opened. A storm window lock that is working properly is acceptable. Windows that are nailed shut are acceptable only if these windows are not needed for ventilation or as an alternate exit in case of fire.

1.5 Window Condition

Rate the windows in the room (including windows in doors).

"Severe deterioration" means that the window no longer has the capacity to keep out the wind and the rain or is a cutting hazard. Examples are: missing or broken-out panes; dangerously loose cracked panes; windows that will not close; windows that, when closed, do not form a reasonably tight seal.

If more than one window in the room is in this condition, give details in the space provided on the right of the form.

If there is only "moderate deterioration" of the windows the item should "Pass." "Moderate deterioration" means windows which are reasonably weather-tight, but show evidence of some aging, abuse, or lack of repair. Signs of deterioration are: minor crack in window pane; splintered sill; signs of some minor rotting in the window frame or the window itself; window panes loose because of missing window putty. Also for deteriorated and peeling paint see 1.9. If more than one window is in this condition, give details in the space provided on the right of the form.

1. Living Room

For each numbered item, check one box only.

Item No.	Description	Decision			If Fail, what repairs are necessary? If inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
1.1	Living Room Present Is there a living room?	☒	☐			
1.2	Electricity Are there at least two working outlets or one working outlet and one working light fixture?	☒	☐	☐		
1.3	Electrical Hazards Is the room free from electrical hazards?	☒	☐	☐		
1.4	Security Are all windows and doors that are accessible from the outside lockable?	☒	☐			
1.5	Window Condition Is there at least one window, and are all windows free of signs of severe deterioration or missing or broken out panes?	☒	☐			
1.6	Ceiling Condition Is the ceiling sound and free from hazardous defects?	☒	☐			
1.7	Wall Condition Are the walls sound and free from hazardous defects?	☒	☐			
1.8	Floor Condition Is the floor sound and free from hazardous defects?	☒	☐			
1.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint?	☒	☐			
	If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	☐	☐		☒ Not Applicable	

Additional Comments: (Give Item Number)

Comments continued on a separate page Yes ☐ No ☒

Previous editions are obsolete

2. Kitchen

For each numbered item, check one box only

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Item No.	Description	Decision			If Fail, what repairs are necessary? If inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
2.1	Kitchen Area Present Is there a kitchen?	☒	☐			
2.2	Electricity Are there at least one working outlet and one working, permanently installed light fixture?	☒	☐	☐		
2.3	Electrical Hazards Is the kitchen free from electrical hazards?	☒	☐	☐		
2.4	Security Are all windows and doors that are accessible from the outside lockable?	☒	☐			
2.5	Window Condition Are all windows free of signs of deterioration or missing or broken out panes?	☒	☐			
2.6	Ceiling Condition Is the ceiling sound and free from hazardous defects?	☒	☐			
2.7	Wall Condition Are the walls sound and free from hazardous defects?	☒	☐			
2.8	Floor Condition Is the floor sound and free from hazardous defects?	☒	☐			
2.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If no, does deteriorated surfaces exceed two square feet and/or less than 10% of a component?	☒	☐	☐	☒ Not Applicable	
2.10	Stove or Range with Oven Is there a working oven, and a stove (or range) with top burners that work? If no oven and stove (or range) are present, is there a microwave oven and, if microwave is owner-supplied, do other tenants have microwaves instead of an oven and stove (or range)?	☒	☐	☐	☐ N/A	
2.11	Refrigerator Is there a refrigerator that works and maintains a temperature low enough so that food does not spoil over a reasonable period of time?	☐	☒	☐		
2.12	Sink Is there a kitchen sink that works with hot and cold running water?	☒	☐	☐		
2.13	Space for Storage, Preparation, and Serving of Food Is there space to store, prepare, and serve food?	☒	☐	☐		

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes ☐ No ☒

3. Bathroom

For each numbered item, check one box only.

Item No.	Description	Decision			If Fail, what repairs are necessary? If inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes/Pass	No/Fail	Inconclusive		
3.1	Bathroom Present (See description) Is there a bathroom?	☒	☐			
3.2	Electricity Is there at least one permanently installed light fixture?	☒	☐	☐		
3.3	Electrical Hazards Is the bathroom free from electrical hazards?	☒	☐	☐		
3.4	Security Are all windows and doors that are accessible from the outside lockable?	☒	☐			
3.5	Window Condition Are all windows free of signs of deterioration or missing or broken out panes?	☒	☐			
3.6	Ceiling Condition Is the ceiling sound and free from hazardous defects?	☒	☐			
3.7	Wall Condition Are the walls sound and free from hazardous defects?	☒	☐			
3.8	Floor Condition Is the floor sound and free from hazardous defects?	☒	☐			
3.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	☒	☐		☒ Not Applicable	
3.10	Flush Toilet in Enclosed Room in Unit Is there a working toilet in the unit for the exclusive private use of the tenant?	☒	☐	☐		
3.11	Fixed Wash Basin or Lavatory in Unit Is there a working, permanently installed wash basin with hot and cold running water in the unit?	☒	☐	☐		
3.12	Tub or Shower Is there a working tub or shower with hot and cold running water in the unit?	☒	☐	☐		
3.13	Ventilation Are there operable windows or a working vent system?	☒	☐	☐		

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes ☐ No ☒

4. Other Rooms Used for Living and Halls For each numbered item, check one box only

4.1 Room Location

- L right/left/center: the room is situated to the right, left, or center of the unit.
F front/rear/center: the room is situated to the back, front or center of the unit.
1 floor level: the floor level on which the room is located.

Room Code 11

- 1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room)
 2 = Dining Room or Dining Area
 3 = Second Living Room, Family Room, Den, Playroom, TV Room
 4 = Entrance Halls, Corridors, Halls, Staircases
 5 = Additional Bathroom (also check presence of sink trap and clogged toilet)
 6 = Other:

Item No.	Description	Decision			If Fail, what repairs are necessary? If inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
4.2	Electricity/Illumination If Room Code is a 1, are there at least two working outlets or one working outlet and one working, permanently installed light fixture? If Room Code is not a 1, is there a means of illumination?	☒	☐	☐		
4.3	Electrical Hazards Is the room free from electrical hazards?	☒	☐	☐		
4.4	Security Are all windows and doors that are accessible from the outside lockable?	☒	☐	☐		
4.5	Window Condition If Room Code is a 1, is there at least one window? And, regardless of Room Code, are all windows free of signs of severe deterioration or missing or broken-out panes?	☒	☐	☐		
4.6	Ceiling Condition Is the ceiling sound and free from hazardous defects?	☒	☐	☐		
4.7	Wall Condition Are the walls sound and free from hazardous defects?	☒	☐	☐		
4.8	Floor Condition Is the floor sound and free from hazardous defects?	☒	☐	☐		
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	☒	☐	☐	☒ Not Applicable	
4.10	Smoke Detectors Is there a working smoke detector on each level? Do the smoke detectors meet the requirements of NFPA 74? In units occupied by the hearing impaired, is there an alarm system connected to the smoke detector?	☒	☐	☐	☒ N/A	

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes ☐ No ☒

4. Supplemental for Other Rooms Used for Living and Halls For each numbered item, check one box only.

4.1 Room Location

- R right/left/center: the room is situated to the right, left, or center of the unit.
F front/rear/center: the room is situated to the back, front or center of the unit.
2 floor level: the floor level on which the room is located.

Room Code 1

- 1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room)
 2 = Dining Room or Dining Area
 3 = Second Living Room, Family Room, Den, Playroom, TV Room
 4 = Entrance Halls, Corridors, Halls, Staircases
 5 = Additional Bathroom (also check presence of sink trap and clogged toilet)
 6 = Other:

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
4.2	Electricity/Illumination If Room Code is a 1, are there at least two working outlets or one working outlet and one working, permanently installed light fixture? If Room Code is not a 1, is there a means of illumination?	☒	☐	☐		
4.3	Electrical Hazards Is the room free from electrical hazards?	☒	☐	☐		
4.4	Security Are all windows and doors that are accessible from the outside lockable?	☒	☐			
4.5	Window Condition If Room Code is a 1, is there at least one window? And, regardless of Room Code, are all windows free of signs of severe deterioration or missing or broken-out panes?	☒	☐	☐		
4.6	Ceiling Condition Is the ceiling sound and free from hazardous defects?	☒	☐			
4.7	Wall Condition Are the walls sound and free from hazardous defects?	☒	☐			
4.8	Floor Condition Is the floor sound and free from hazardous defects?	☒	☐			
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	☒	☐	☐	☒ Not Applicable	
4.10	Smoke Detectors Is there a working smoke detector on each level? Do the smoke detectors meet the requirements of NFPA 747? In units occupied by the hearing impaired, is there an alarm system connected to the smoke detector?	☒	☐	☐	☐	

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes ☐ No ☒

4. Supplemental for Other Rooms Used for Living and Halls For each numbered item, check one box only

4.1 Room Location

Room Code 1

- 1 right/left/center: the room is situated to the right, left, or center of the unit.
- F front/rear/center: the room is situated to the back, front or center of the unit.
- 2 floor level: the floor level on which the room is located.

- 1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room)
- 2 = Dining Room or Dining Area
- 3 = Second Living Room, Family Room, Den, Playroom, TV Room
- 4 = Entrance Halls, Corridors, Halls, Staircases
- 5 = Additional Bathroom (also check presence of sink trap and clogged toilet)
- 6 = Other:

Item No.	Description	Decision			If Fail, what repairs are necessary? If inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
4.2	Electricity/Illumination If Room Code is a 1, are there at least two working outlets or one working outlet and one working, permanently installed light fixture? If Room Code is not a 1, is there a means of illumination?	☒	☐	☐		
4.3	Electrical Hazards Is the room free from electrical hazards?	☒	☐	☐		
4.4	Security Are all windows and doors that are accessible from the outside lockable?	☒	☐	☐		
4.5	Window Condition If Room Code is a 1, is there at least one window? And, regardless of Room Code, are all windows free of signs of severe deterioration or missing or broken-out panes?	☒	☐	☐		
4.6	Ceiling Condition Is the ceiling sound and free from hazardous defects?	☒	☐	☐		
4.7	Wall Condition Are the walls sound and free from hazardous defects?	☒	☐	☐		
4.8	Floor Condition Is the floor sound and free from hazardous defects?	☒	☐	☐		
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	☒	☐	☐	☒ Not Applicable	
4.10	Smoke Detectors Is there a working smoke detector on each level? Do the smoke detectors meet the requirements of NFPA 74? In units occupied by the hearing impaired, is there an alarm system connected to the smoke detector?	☒	☐	☐	<u>W/H</u>	

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes ☐ No ☒

4. Supplemental for Other Rooms Used for Living and Halls For each numbered item, check one box only.

4.1 Room Location

- C right/left/center: the room is situated to the right, left, or center of the unit.
- F front/rear/center: the room is situated to the back, front or center of the unit.
- L floor level: the floor level on which the room is located.

Room Code 5

- 1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room)
- 2 = Dining Room or Dining Area
- 3 = Second Living Room, Family Room, Den, Playroom, TV Room
- 4 = Entrance Halls, Corridors, Halls, Staircases
- 5 = Additional Bathroom (also check presence of sink trap and clogged toilet)
- 6 = Other:

Item No.	Description	Decision			If Fail, what repairs are necessary? If inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
4.2	Electricity/Illumination If Room Code is a 1, are there at least two working outlets or one working outlet and one working, permanently installed light fixture? If Room Code is not a 1, is there a means of illumination?	☒	☐	☐		
4.3	Electrical Hazards Is the room free from electrical hazards?	☒	☐	☐		
4.4	Security Are all windows and doors that are accessible from the outside lockable?	☒	☐			
4.5	Window Condition If Room Code is a 1, is there at least one window? And, regardless of Room Code, are all windows free of signs of severe deterioration or missing or broken-out panes?	☒	☐	☐		
4.6	Ceiling Condition Is the ceiling sound and free from hazardous defects?	☒	☐			
4.7	Wall Condition Are the walls sound and free from hazardous defects?	☒	☐			
4.8	Floor Condition Is the floor sound and free from hazardous defects?	☒	☐			
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	☒	☐	☐	☒ Not Applicable	
4.10	Smoke Detectors Is there a working smoke detector on each level? Do the smoke detectors meet the requirements of NFPA 74? In units occupied by the hearing impaired, is there an alarm system connected to the smoke detector?	☒	☐	☐	N/A	

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes ☐ No ☒

5. All Secondary Rooms (Rooms not used for living) For each numbered item, check one box only

Item No.	Description	Decision			If Fail, what repairs are necessary? If inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
5.1	None ☐ Go to Part 6					
5.2	Security Are all windows and doors that are accessible from the outside lockable?	☒	☐			
5.3	Electrical Hazards Are all these rooms free from electrical hazards?	☒	☐	☐		
5.4	Other Potentially Hazardous Features Are all of these rooms free of any other potentially hazardous features? For each room with an "other potentially hazardous feature," explain the hazard and the means of control of interior access to the room.	☒	☐	☐		
6.0 Building Exterior						
6.1	Condition of Foundation Is the foundation sound and free from hazards?	☒	☐			
6.2	Condition of Stairs, Rails, and Porches Are all the exterior stairs, rails, and porches sound and free from hazards?	☒	☐			
6.3	Condition of Roof and Gutters Are the roof, gutters, and downspouts sound and free from hazards?	☒	☐			
6.4	Condition of Exterior Surfaces Are exterior surfaces sound and free from hazards?	☒	☐			
6.5	Condition of Chimney Is the chimney sound and free from hazards?	☐	☐		N/A	
6.6	Lead-Based Paint: Exterior Surfaces Are all painted surfaces free of deteriorated paint? If no, does deteriorated surfaces exceed 20 sq. ft. of total exterior surface area?	☒	☐	☐	☒ Not Applicable	
6.7	Manufactured Homes: Tie Downs If the unit is a manufactured home, is it properly placed and tied down? If not a manufactured home, check "Not Applicable."	☐	☐	☐	☒ Not Applicable	

Additional Comments: (Give Item Number)(Use an additional page if necessary)

 Comments continued on a separate page Yes ☐ No ☒

7. Heating and Plumbing

For each numbered item, check one box only

TT3

Item No.	Description	Decision			If Fail, what repairs are necessary? If inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
7.1	Adequacy of Heating Equipment Is the heating equipment capable of providing adequate heat (either directly or indirectly) to all rooms used for living?	☒	☐	☐		
7.2	Safety of Heating Equipment Is the unit free from unvented fuel burning space heaters or any other types of unsafe heating conditions?	☒	☐	☐		
7.3	Ventilation and Adequacy of Cooling Does the unit have adequate ventilation and cooling by means of openable windows or a working cooling system?	☒	☐	☐		
7.4	Water Heater Is the water heater located, equipped, and installed in a safe manner?	☒	☐	☐		
7.5	Water Supply Is the unit served by an approvable public or private sanitary water supply?	☒	☐	☐		
7.6	Plumbing Is plumbing free from major leaks or corrosion that causes serious and persistent levels of rust or contamination of the drinking water?	☒	☐	☐		
7.7	Sewer Connection Is plumbing connected to an approvable public or private disposal system, and is it free from sewer back-up?	☒	☐	☐		

Additional Comments: (Give Item Number)

Comments continued on a separate page

Yes ☐ No ☒

Previous editions are obsolete

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8. General Health and Safety

For each numbered item, check one box only

Item No.	Description	Decision			If Fail, what repairs are necessary? If inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
8.1	Access to Unit Can the unit be entered without having to go through another unit?	☒	☐			
8.2	Exits Is there an acceptable fire exit from this building that is not blocked?	☒	☐			
8.3	Evidence of Infestation Is the unit free from rats or severe infestation by mice or vermin?	☒	☐			
8.4	Garbage and Debris Is the unit free from heavy accumulation of garbage or debris inside and outside?	☒	☐			
8.5	Refuse Disposal Are there adequate covered facilities for temporary storage and disposal of food wastes, and are they approvable by a local agency?	☒	☐	☐		
8.6	Interior Stairs and Common Halls Are interior stairs and common halls free from hazards to the occupant because of loose, broken, or missing steps on stairways; absent or insecure railings; inadequate lighting; or other hazards?	☐	☐	☐	N/A	
8.7	Other Interior Hazards Is the interior of the unit free from any other hazard not specifically identified previously?	☒	☐			
8.8	Elevators Where local practice requires, do all elevators have a current inspection certificate? If local practice does not require this, are they working and safe?	☐	☐	☐	☒ Not Applicable	
8.9	Interior Air Quality Is the unit free from abnormally high levels of air pollution from vehicular exhaust, sewer gas, fuel gas, dust, or other pollutants?	☒	☐			
8.10	Site and Neighborhood Conditions Are the site and immediate neighborhood free from conditions which would seriously and continuously endanger the health or safety of the residents?	☒	☐			
8.11	Lead-Based Paint: Owner Certification If the owner of the unit is required to correct any deteriorated paint or lead-based paint hazards at the property, has the Lead-Based Paint Owner's Certification been completed, and received by the PHA? If the owner was not required to correct any deteriorated paint or lead-based paint hazards, check NA.	☐	☐		☒ Not Applicable	

Additional Comments: (Give Item Number)

Comments continued on a separate page Yes ☐ No ☒

Previous editions are obsolete

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Form HUD-22530-A (07/19)

211829

RE: [EXTERNAL] Re: JeffersonCo_GLO17-32840-P-ObRqst_RA_RFI CRM:0756000317

From Terri Spencer <terri.spencer.glo@recovery.texas.gov>

Date Tue 4/8/2025 1:35 PM

To Fran Lee <Fran.Lee@jeffersoncountytx.gov>; V. Ballou <vballou@gmjinc.com>

Caution! This message was sent from outside your organization.

[Allow sender](#) | [Block sender](#)

Hi Fran,

The system indicates that GLO17-32840-P is for address 17413 Boondocks Rd. The applicants are the Robert and Charity Webster. Obligated amount approved is \$10,000.

Thanks,

Terri

290-0000-429-5099

7ML
4/9/25



Terri Spencer
Grant Manager
Community Development & Revitalization
Texas General Land Office, Commissioner Dawn Buckingham, M.D.
Cell: (512) 712-8435 | terri.spencer.glo@recovery.texas.gov
Website: www.glo.texas.gov

From: Fran Lee <Fran.Lee@jeffersoncountytx.gov>

Sent: Tuesday, April 8, 2025 1:29 PM

To: Terri Spencer <terri.spencer.glo@recovery.texas.gov>; V. Ballou <vballou@gmjinc.com>

Subject: Re: [EXTERNAL] Re: JeffersonCo_GLO17-32840-P-ObRqst_RA_RFI CRM:0756000317

Please confirm which property owner this is for. It lists 32840 & Vivian said that is for Champagned but the ID on his applicate number on the form list a different number. Thank you.

Fran Lee

County Auditor

Jefferson County, Texas

1149 Pearl Street 7th Floor

Beaumont, Tx 77701

Fax (409) 839-2369

Please note new email address: Fran.Lee@jeffersoncountytexas.gov

From: Terri Spencer <terri.spencer.glo@recovery.texas.gov>

Sent: Monday, April 7, 2025 2:42 PM

To: V. Ballou <vballou@gmjinc.com>; Fran Lee <Fran.Lee@jeffersoncountytexas.gov>

Subject: RE: [EXTERNAL] Re: JeffersonCo_GLO17-32840-P-ObRqst_RA_RFI CRM:0756000317

Hi Vivian,

The obligation for 32840 has been approved.

Terri



Terri Spencer

Grant Manager | Grant Management

Community Development & Revitalization

Texas General Land Office, Commissioner Dawn Buckingham MD

Cell: (512) 712-8435 | terri.spencer.glo@recovery.texas.gov

----- Original Message -----

From: Spencer, Terri <terri.spencer.glo@recovery.texas.gov>;

Received: Mon Apr 07 2025 10:36:52 GMT-0500 (Central Daylight Time)

To: Ballou, Vivian L. <vballou@gmjinc.com>;

Cc: Patton, Patti <patti.patton.ctr@recovery.texas.gov>; Spencer, Terri <terri.spencer.glo@recovery.texas.gov>; Patton, Patti <patti.patton.ctr@recovery.texas.gov>; Spencer, Terri <terri.spencer.glo@recovery.texas.gov>;

Subject: RE: [EXTERNAL] Re: JeffersonCo_GLO17-32840-P-ObRqst_RA_RFI CRM:0756000317

Hi Vivian,

The GLO has reviewed your obligation request 3 for the Local Acquisition and Buyout Program (LBAP) and the supporting documentation for GLO17-32840-P for RA Incentive and no outstanding items were identified. The obligation has been made and updated in TIGR.

Thank you,

PGM: GMCOMMV2	DATE	PAGE: 1
NAME	04-15-2025	
	AMOUNT	CHECK NO. TOTAL
JURY FUND		117
DAWN DONUTS	43.50	527398
ROAD & BRIDGE PCT.#1		43.50**
SPIDLE & SPIDLE	658.76	527285
M&D SUPPLY	41.24	527331
ACE IMAGEWEAR	49.78	527332
REPUBLIC SERVICES # 862	43.68	527337
FUNCTION 4 LLC	31.00	527405
ROAD & BRIDGE PCT.#2		854.39**
ENTERGY	481.63	527307
JEFFERSON COUNTY M.W.D.	90.00	527336
REPUBLIC SERVICES # 862	83.13	527337
FUNCTION 4 LLC	31.00	527405
ROAD & BRIDGE PCT. # 3		625.69**
CINTAS, INC	23.95	527294
FARM & HOME SUPPLY	32.00	527334
ENTERGY	322.00	527336
ENTERGY	372.00	527337
ACE IMAGEWEAR	109.00	527338
ON TIME TYPE	41.00	527332
REPUBLIC SERVICES # 862	13.00	527337
FUNCTION 4 LLC	63.00	527405
ODP BUSINESS SOLUTIONS, LLC	1,100.00	527410
SOUTHEAST TEXAS AUTOMOTIVE EQUIPMEN	1,371.45	527454
MASSEY SERVICES INC	30.00	527458
ROAD & BRIDGE PCT.#4		2,614.64**
SPIDLE & SPIDLE	5,484.73	527285
CINTAS, INC	110.04	527294
COASTAL WELDING SUPPLY INC	274.00	527297
BEAUMONT ENTERPRISE	263.00	527302
ENTERGY	91.00	527307
M&D SUPPLY	511.00	527310
OVERHEAD DOOR CO.	285.00	527320
SOUTHEAST TEXAS WATER	180.50	527331
UNITED STATES POSTAL SERVICE	200.41	527332
REPUBLIC SERVICES # 862	220.41	527337
FUNCTION 4 LLC	332.00	527405
ORION AUTO PARTS	302.00	527410
WASHINGTON COUNTY TRACTOR, INC	594.00	527432
ODP BUSINESS SOLUTIONS, LLC	573.07	527440
ENGINEERING FUND		8,902.68**
VERIZON WIRELESS	117.97	527350
FUNCTION 4 LLC	188.38	527405
PARKS & RECREATION		306.35**
CITY OF PORT ARTHUR - WATER DEPT.	74.02	527296
ENTERGY	52.00	527306
LOWE'S HOME CENTERS, INC.	623.00	527358
CITIBANK NA	724.00	527445
GENERAL FUND		1,476.04**
JEFFERSON CTY. CLERK	2,962.08	527281
TAX OFFICE		2,962.08*
PITNEY BOWES INC	2,730.15	527323
SOUTHEAST TEXAS WATER	360.45	527330
AT&T	99.58	527333

PGM: GMCOMMV2	DATE	PAGE: 2
NAME	04-15-2025	
	AMOUNT	CHECK NO. TOTAL
UNITED STATES POSTAL SERVICE	416.54	5273352
REPUBLIC SERVICES # 862	35.00	5273353
FUNCTION 4 LLC	150.00	5274005
VECTOR SECURITY	247.00	5274005
ODP BUSINESS SOLUTIONS, LLC	529.86	5274440
COUNTY HUMAN RESOURCES		4,581.18*
MOORMAN & ASSOCIATES, INC.	850.00	5273319
UNION CHECK INC	203.00	5273319
UNITED STATES POSTAL SERVICE	9.57	5273352
FUNCTION 4 LLC	31.00	5274005
AUDITOR'S OFFICE		1,093.97*
UNITED STATES POSTAL SERVICE	9.83	5273352
FUNCTION 4 LLC	31.00	5274005
ODP BUSINESS SOLUTIONS, LLC	599.02	5274440
CITIBANK NA	910.00	5274445
COUNTY CLERK		1,549.85*
UNITED STATES POSTAL SERVICE	166.43	5273352
UNITED STATES POSTAL SERVICE	61.38	5273353
STERRA SPRING WATER CO. - BT	68.47	5273354
FUNCTION 4 LLC	407.00	5274005
ODP BUSINESS SOLUTIONS, LLC	255.04	5274440
COUNTY JUDGE		958.32*
PHILLIP DOWDEN	300.00	5272289
BEAD MONT ENTERPRISE	500.00	5273311
CATHERINE BRIDNEY	200.00	5273311
TAMARA DERODEN	200.00	5273311
UNITED STATES POSTAL SERVICE	500.00	5273352
JOSHUA C HEINZ	500.00	5273354
SNIDER LAW FIRM PLLC	500.00	5273300
LAW OFFICE OF J SCOTT FREDERICK	500.00	5273304
FUNCTION 4 LLC	31.00	5274005
ODP BUSINESS SOLUTIONS, LLC	500.00	5274400
VALECIA R TIZENO ATTORNEY AT LAW	500.00	5274609
RISK MANAGEMENT		3,164.61*
UNITED STATES POSTAL SERVICE	7.20	5273352
FUNCTION 4 LLC	31.00	5274005
AMAZON CAPITAL SERVICES	6.99	5274444
COUNTY TREASURER		45.19*
UNITED STATES POSTAL SERVICE	103.06	5273352
FUNCTION 4 LLC	62.00	5274005
PRINTING DEPARTMENT		165.06*
FUNCTION 4 LLC	599.79	5274005
CINDY MEYER MUNROE	800.00	5274445
CITIBANK NA	800.00	5274445
PURCHASING DEPARTMENT		2,264.79*
UNITED STATES POSTAL SERVICE	3.54	5273352
FUNCTION 4 LLC	31.00	5274005
GENERAL SERVICES		34.54*
COUNTY JUDGES & COMM. ASSN. OF TX	3,744.00	5272298
CASH ADVANCE ACCOUNT	25.00	5273315
SOUTHEAST TEXAS WATER	13.00	5273337
TEXAS WILDLIFE DAMAGE MGMT FUND	3,200.00	5273337
NETCJCA	200.00	5273379
TEXAS ASSOCIATION OF COUNTIES	2,440.00	527412

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PGM: GMCOMMV2	DATE	PAGE: 3
NAME	04-15-2025	
	AMOUNT	CHECK NO. TOTAL
GULE COAST STRATEGIC HWY COALITION	5,000.00	527419
EYBERLIGHT LLC	2,009.00	527424
CHAPMAN VENDING	128.90	527430
		16,759.85*
DATA PROCESSING		
FUNCTION 4 LLC	1,331.00	527405
CITIBANK NA	327.24	527445
		1,358.24*
VOTERS REGISTRATION DEPT		
UNITED STATES POSTAL SERVICE	352.27	527352
FUNCTION 4 LLC	31.00	527405
		383.27*
ELECTIONS DEPARTMENT		
UNITED STATES POSTAL SERVICE	21.26	527352
SIERRA SPRING WATER CO - BT	11.00	527354
SOE SOFTWARE CORPORATION	6,000.00	527375
FREDRICK C CRIBBS II	695.42	527393
AT&T MOBILITY	137.35	527396
FUNCTION 4 LLC	131.00	527405
AMG PRINTING & MAILING LLC	2,411.27	527410
		9,302.28*
DISTRICT ATTORNEY		
KIRKSEY'S SPRINT PRINTING	24.95	527317
UNITED STATES POSTAL SERVICE	125.00	527382
HIGGINBOTHAM INSURANCE AGENCY INC	171.00	527397
FUNCTION 4 LLC	155.00	527405
QUENTIN PRICE	13.45	527408
WALMART CAPITAL ONE	89.94	527435
CAMEO TRAVEL SERVICE	1,980.54	527441
AMAZON CAPITAL SERVICES	360.00	527444
CITIBANK NA	826.00	527445
		3,352.44*
DISTRICT CLERK		
UNITED STATES POSTAL SERVICE	454.43	527352
FUNCTION 4 LLC	631.00	527405
AMAZON CAPITAL SERVICES	107.32	527444
		1,192.75*
CRIMINAL DISTRICT COURT		
DAVID GROVE	8,750.00	527286
EDWARD B. GRIPON, M.D., P.A.	3,585.00	527386
JENNIFER DELAGE	900.00	527401
FUNCTION 4 LLC	62.00	527405
ODP BUSINESS SOLUTIONS, LLC	14.00	527440
CITIBANK NA	75.00	527445
GERALD E BOURQUE	18,251.32	527466
FRANKLIN FRANKLIN & ASSOCIATES PLLC	3,335.76	527467
		34,973.77*
58TH DISTRICT COURT		
FUNCTION 4 LLC	31.00	527405
		31.00*
60TH DISTRICT COURT		
UNITED STATES POSTAL SERVICE	2.63	527352
FUNCTION 4 LLC	31.00	527405
		33.63*
136TH DISTRICT COURT		
FUNCTION 4 LLC	31.00	527405
		31.00*
172ND DISTRICT COURT		
FUNCTION 4 LLC	1,331.00	527405
AMAZON CAPITAL SERVICES	31.48	527444
		1,262.48*
252ND DISTRICT COURT		

PGM: GMCOMMV2	DATE		PAGE: 4
NAME	04-15-2025	AMOUNT	CHECK NO. TOTAL
DOUGLAS M. BARLOW, ATTORNEY AT LAW		4,500.00	527290
JEFF TROPHES		23.00	527316
UNITED STATES POSTAL SERVICE		60.00	527352
SUMNER JANNER		62.00	527352
FUNCTION 4 LLC			527405
279TH DISTRICT COURT			5,307.98*
NATHAN REYNOLDS, JR.		1,880.00	527325
LENNIE DELAGE		73.00	527401
FUNCTION 4 LLC			527401
SHELANDER LAW OFFICE		1,100.00	527431
BEAUMONT OCCUPATIONAL SERVICES		1,895.00	527447
JULIANNA NICKS		781.00	527455
317TH DISTRICT COURT			6,392.80*
LATRON DOWDEN, JR.		1,185.00	527299
MARVA PROVO		1,500.00	527324
SOUTHEAST TEXAS WATER		10.95	527324
UNITED STATES POSTAL SERVICE		33.00	527353
JOHN M. CROCKER		32.00	527353
JOEL WEBB VAZQUEZ		31.00	527405
FUNCTION 4 LLC			2,416.07*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE		83.64	527352
FUNCTION 4 LLC		31.00	527405
JUSTICE COURT-PCT 1 PL 2			114.64*
CASH ADVANCE ACCOUNT		720.00	527315
UNITED STATES POSTAL SERVICE		30.00	527353
FUNCTION 4 LLC		31.00	527405
JUSTICE COURT-PCT 4			781.92*
CASH ADVANCE ACCOUNT		679.80	527315
FUNCTION 4 LLC		31.00	527405
JUSTICE COURT-PCT 6			710.80*
UNITED STATES POSTAL SERVICE		40.69	527352
FUNCTION 4 LLC		31.00	527405
JUSTICE COURT-PCT 7			71.69*
AMAZON CAPITAL SERVICES		130.30	527444
CITIBANK NA		152.90	527445
JUSTICE OF PEACE PCT. 8			183.20*
UNITED STATES POSTAL SERVICE		70.21	527353
FUNCTION 4 LLC		31.00	527405
COUNTY COURT AT LAW NO.1			101.21*
UNITED STATES POSTAL SERVICE		4.01	527352
FUNCTION 4 LLC		31.00	527405
ODP BUSINESS SOLUTIONS, LLC		281.88	527440
COUNTY COURT AT LAW NO. 2			316.89*
JACK LAWRENCE		350.00	527287
DONALD BOUDREAUX		350.00	527287
MARVA PROVO		400.00	527324
CHARLES ROJAS		950.00	527343
UNITED STATES POSTAL SERVICE		8.00	527353
LANGSTON ADAMS		35.00	527353
JOEL WEBB VAZQUEZ		82.00	527353
FUNCTION 4 LLC		31.00	527405
LAW OFFICE OF GILES R COLE & ASSOC		1,175.00	527429

PGM: GMCOMMV2	DATE	PAGE: 5
NAME	04-15-2025	
	AMOUNT	CHECK NO. TOTAL
CITIBANK NA	150.00	527445 4,590.66*
COUNTY COURT AT LAW NO. 3		
TODD W LEBLANC	350.00	527282
EDWARD B GRIPON, M.D., P.A.	1,350.00	527332
MARVA PROVO	350.00	527332
NATHAN REYNOLDS, JR.	1,150.00	527332
LANGSTON ADAMS	350.00	527332
JOEL WEBB VAZQUEZ	350.00	527332
WILLIAM MARCUS WILKERSON	600.00	527332
MATUSKA LAW FIRM	425.00	527332
FUNCTION 4 LLC	31.00	527405
THE LAW OFFICE OF CHRISTY L CAUTHEN	350.00	527453 5,371.00*
COURT MASTER		
FUNCTION 4 LLC	1,831.00	527405
RICHARD D HUGHES ATTORNEY AT LAW	1,800.00	527425 1,831.00*
MEDIATION CENTER		
FUNCTION 4 LLC	31.00	527405 31.00*
COMMUNITY SUPERVISION		
FUNCTION 4 LLC	124.00	527405 124.00*
SHERIFF'S DEPARTMENT		
EQUINE MEDICINE & SURGERY	349.00	527330
W W GRAINGER, INC.	350.00	527330
ENTERGY	2,500.00	527330
ENTERGY	1,150.00	527330
CASH ADVANCE ACCOUNT	1,150.00	527330
AT&T	350.00	527330
UNITED STATES POSTAL SERVICE	127.42	527330
REPUBLIC SERVICES # 862	31.00	527330
FUNCTION 4 LLC	31.00	527330
LAKE COUNTRY CHEVROLET, INC.	100,000.00	527414
AMAZON CAPITAL SERVICES	900.00	527414
BEAUMONT OCCUPATIONAL SERVICES	1,800.00	527414
WILLIAM O HORN	1,800.00	527414
MUNROS DRY CLEANERS	110,152.22	527463 110,152.22*
CRIME LABORATORY		
LARRY'S REFRIGERATION	1,365.00	527345
FUNCTION 4 LLC	31.00	527405
BAK GLOBAL LLC	100.00	527446 1,496.00*
JAIL - NO. 2		
CITY OF BEAUMONT - WATER DEPT.	26,616.00	527295
ENTERGY	5,100.00	527330
M&D SUPPLY	5,100.00	527330
REPUBLIC SERVICES # 862	8,322.00	527405
FUNCTION 4 LLC	223.19	527413
FERGUSON ENTERPRISES INC	100.00	527413
CORRHEALTH PLLC	100.00	527413
WALMART CAPITAL ONE	100.00	527413
CITIBANK NA	1,800.00	527458 717,811.85*
MASSEY SERVICES INC		
JUVENILE PROBATION DEPT.		
WILLIE DAVIS	222.60	527284
CARONDA TURNER	221.00	527330
CHEVY TAYLOR	98.00	527330
UNITED STATES POSTAL SERVICE	256.20	527330
ROXANA MITCHELL	93.00	527405
FUNCTION 4 LLC		

PGM: GMCOMMV2	DATE		PAGE: 6	
NAME	04-15-2025	AMOUNT	CHECK NO.	TOTAL
ODP BUSINESS SOLUTIONS, LLC		80.74	527440	
LAQUITA TORRES		112.00	527451	
NAKIA FOBBS		324.10	527457	
JUVENILE DETENTION HOME				1,420.33*
ENTERGY		3,759.00	527307	
STATE TEXAS BUILDING SERVICE		2,250.00	527328	
VANSCHIECA SANDERS-CHEVIS		500.00	527368	
REPUBLIC SERVICES # 862		510.00	527369	
FUNCTION 4 LLC		31.00	527405	
BAK GLOBAL LLC		200.00	527446	
CONSTABLE PCT 1				7,259.69*
CASH ADVANCE ACCOUNT		1,007.29	527315	
UNITED STATES POSTAL SERVICE		37.30	527352	
FUNCTION 4 LLC		331.00	527405	
COTTON CARGO		3,337.98	527420	
CONSTABLE-PCT 2				4,433.57*
CASH ADVANCE ACCOUNT		696.00	527315	
CONSTABLE-PCT 4				696.00*
FUNCTION 4 LLC		31.00	527405	
CONSTABLE-PCT 6				31.00*
UNITED STATES POSTAL SERVICE		4.01	527352	
FUNCTION 4 LLC		31.00	527405	
CONSTABLE PCT. 8				35.01*
FUNCTION 4 LLC		31.00	527405	
COUNTY MORGUE				31.00*
SALAM INTERNATIONAL, INC		3,132.71	527344	
AGRICULTURE EXTENSION SVC				3,132.71*
KIRKSEY'S SPRINT PRINTING		24.95	527317	
DAVID OATES		110.00	527309	
FUNCTION 4 LLC		130.00	527405	
ODP BUSINESS SOLUTIONS, LLC		349.30	527440	
AMAZON CAPITAL SERVICES		349.30	527444	
CITIBANK NA		45.00	527445	
HEALTH AND WELFARE NO. 1				700.27*
CITY OF BEAUMONT		40.00	527288	
CALVARY MORTUARY		900.00	527293	
UNITED STATES POSTAL SERVICE		51.00	527352	
FUNCTION 4 LLC		62.00	527405	
CENTERPOINT ENERGY RESOURCES		331.00	527411	
EZEAL D EDE MD		3,140.00	527422	
LISA WASHINGTON		239.40	527443	
HEALTH AND WELFARE NO. 2				4,465.21*
ENTERGY		70.00	527311	
UNITED STATES POSTAL SERVICE		100.00	527352	
TERRA WATSON		100.00	527369	
FUNCTION 4 LLC		62.00	527405	
EZEAL D EDE MD		3,140.91	527422	
NURSE PRACTITIONER				3,667.03*
FUNCTION 4 LLC		31.00	527405	
ENVIRONMENTAL CONTROL				31.00*

PGM: GMCOMMV2	DATE	PAGE: 7
NAME	04-15-2025	
	AMOUNT	CHECK NO. TOTAL
FUNCTION 4 LLC	31.00	527405 31.00*
INDIGENT MEDICAL SERVICES		
LOCAL GOVERNMENT SOLUTIONS LP	4,048.00	527371
CARDINAL HEALTH 110 INC	11,629.08	527388 15,677.08*
MAINTENANCE-BEAUMONT		
W.W. GRAINGER, INC.	172.56	527305
M&D SUPPLY	2,223.00	527310
SANITARY SUPPLY, INC.	2,223.00	527325
ACE IMAGEWEAR	2,223.00	527327
SEE TEXAS BUILDING SERVICE	24,342.17	527328
LOWE'S HOME CENTERS INC	7,000.00	527353
ETRETIOR PROTECTION SYSTEMS, INC.	7,000.00	527353
AIR FILTER SERVICE COMPANY	1,500.00	527307
REPUBLIC SERVICES # 862	1,500.00	527307
FUNCTION 4 LLC	31.00	527405 37,580.03*
MAINTENANCE-PORT ARTHUR		
DRAGO HARDWARE CO.	255.55	527300
SANITARY SUPPLY, INC	340.00	527300
INDUSTRIAL & COMMERCIAL MECHANICAL	340.00	527300
FUNCTION 4 LLC	500.00	527405
RAYON LOCKSMITH	1,000.00	527407
CHARTER COMMUNICATIONS	1,000.00	527407
PARKER'S BUILDING SUPPLY	500.00	527442
AMAZON CAPITAL SERVICES	37.96	527444 1,440.39*
MAINTENANCE-MID COUNTY		
ENTERGY	2,021.69	527307
REPUBLIC SERVICES # 862	231.66	527307
FUNCTION 4 LLC		527405 2,336.48*
SERVICE CENTER		
ACTION AUTO GLASS	9,500.00	527203
SEIDLE & SEIDLE	1,000.00	527208
CINTAS INC	1,000.00	527214
L.K. CHEVROLET CO	3,700.00	527327
PHILPOTT MOTORS, INC	1,000.00	527327
JEFFERSON CITY: TAX OFFICE	1,000.00	527347
JEFFERSON CITY: TAX OFFICE	1,000.00	527347
JEFFERSON CITY: TAX OFFICE	1,000.00	527347
MODICA BROS TIRES & WHEELS	21,422.33	527351
VOYAGER FLEET SYSTEM, INC.	21,422.33	527351
BUMPER TO BUMPER	335.00	527405
REPUBLIC SERVICES # 862	335.00	527405
DENNIS LOWE	335.00	527405
FUNCTION 4 LLC		527452 33,849.09*
TOWN AND COUNTRY FORD		
VETERANS SERVICE		
UNITED STATES POSTAL SERVICE	147.76	527353
FUNCTION 4 LLC	62.00	527405 1,060,331.88**
MOSQUITO CONTROL FUND		
ENTERGY	374.06	527307
M&D SUPPLY	1,400.00	527310
ACE IMAGEWEAR	1,400.00	527327
A&T	1,400.00	527333
TEXAS DEPT OF AGRICULTURE	1,400.00	527374
WORLD FUEL SERVICES	1,400.00	527374
REPUBLIC SERVICES # 862	1,400.00	527405
FUNCTION 4 LLC	300.52	527405
O'REILLY AUTO PARTS		
ODP BUSINESS SOLUTIONS, LLC	300.52	527440 1,285.53**
FAMILY GROUP CONFERENCING		

PGM: GMCOMMV2	DATE		PAGE: 8	
NAME	04-15-2025	AMOUNT	CHECK NO.	TOTAL
FUNCTION 4 LLC		31.00	527405	31.00**
SECURITY FEE FUND				
IDENTISYS		838.00	527370	838.00**
LAW LIBRARY FUND				
FUNCTION 4 LLC		31.00	527405	31.00**
EMPG GRANT				
FUNCTION 4 LLC		41.05	527405	41.05**
JUVENILE PROB & DET. FUND				
EDWARD B. GRIPON, M.D., P.A.		1,345.00	527306	
ATASCOSA COUNTY		7,000.00	527465	8,345.00**
COMMUNITY SUPERVISION FND				
UNITED STATES POSTAL SERVICE		63.28	527352	
JCCSC		300.00	527352	
FUNCTION 4 LLC		1,322.00	527405	
CHARTER COMMUNICATIONS		200.00	527446	572.94**
BAK GLOBAL LLC				
COMMUNITY CORRECTIONS PRG				
FUNCTION 4 LLC		31.00	527405	31.00**
DRUG DIVERSION PROGRAM				
CASH ADVANCE ACCOUNT		145.00	527315	
FUNCTION 4 LLC		31.00	527405	176.00**
LAW OFFICER TRAINING GRT				
ENTERGY		160.70	527307	160.70**
DARE CONTRIBUTIONS FUND				
IMAGE 360 BEAUMONT		3,150.12	527414	
AMAZON CAPITAL SERVICES		647.14	527444	3,797.26**
HOTEL OCCUPANCY TAX FUND				
CINTAS, INC		46.15	527294	
CASH ADVANCE ACCOUNT		651.00	527331	
M&D SUPPLY		1,143.00	527331	
ART		1,143.00	527331	
MUSEUM OF THE GULF COAST		18,000.00	527331	
SOUTHEAST TEXAS BASEBALL ACADEMY		11,000.00	527331	
BEAUMONT HERITAGE SOCIETY		2,000.00	527331	
LAMAR STATE COLLEGE/PORT ARTHUR		1,000.00	527331	
ALLIANCE MECHANICAL SERVICES		1,000.00	527331	
EDTSON BLAZA MUSEUM		1,000.00	527331	
PORT ARTHUR CONVENTION & TOURIST		4,300.00	527331	
SAM S CLUB DIRECT		1,500.00	527331	
BOOMTOWN FILM AND MUSIC FESTIVAL		1,500.00	527331	
REPUBLIC SERVICES # 862		3,000.00	527331	
FUNCTION 4 LLC		3,000.00	527331	
FERGUSON ENTERPRISES INC		4,000.00	527331	
TEXAS TRAVEL ALLIANCE		4,000.00	527331	
GOLDEN TRIANGLE AUDUBON SOCIETY		2,000.00	527331	
BEAUMONT CHILDREN'S MUSEUM		9,400.00	527331	
LION HEARTED		1,000.00	527331	
GEORGE WEST		1,000.00	527331	
CITIBANK NA		15,000.00	527331	
BEAUMONT BOTANICAL GARDENS INC		4,000.00	527458	
MASSEY SERVICES INC		50.00	527458	

PGM: GMCOMMV2	DATE	PAGE: 9
NAME	04-15-2025	
	AMOUNT	CHECK NO. TOTAL
LAMAR UNIVERSITY	5,000.00	527459
AIMED DANCE	1,500.00	527470
		77,721.99**
DISTRICT CLK RECORDS MGMT		
FUNCTION 4 LLC	62.00	527405
		62.00**
GLO DISASTER GRANT HOME		
ROBERT & CHARITY WEBSTER	10,000.00	527471
AIRPORT FUND		10,000.00**
SPIDLE & SPIDLE	806.21	527285
BEADMONT TRACTOR COMPANY	1,224.75	527291
INTERPCY	10,200.00	527310
SANITARY SUPPLY, INC	1,228.00	527336
BUBBA'S AIR CONDITIONING	1,516.00	527337
MOTOROLA SOLUTIONS INC	41.33	527340
FASTENAL	41.33	527341
UNITED STATES POSTAL SERVICE	1.33	527352
DYSH NETWORK	124.33	527359
CRAWFORD ELECTRIC SUPPLY COMPANY	636.00	527389
REPUBLIC SERVICES # 862	415.00	527397
FUNCTION 4 LLC	62.00	527405
TITAN AVIATION FUELS	39,640.00	527417
ODP BUSINESS SOLUTIONS, LLC	665.29	527440
		54,420.48**
SE TX EMP. BENEFIT POOL		
NEUROMUSCULAR CORPORATE SOLUTIONS	17,850.00	527418
LANTERN SPECIALTY CARE	18,210.53	527461
RXCOMPASS LLC	18,634.00	527464
		36,694.53**
SETEC FUND		
INDUSTRIAL & COMMERCIAL MECHANICAL		
REPUBLIC SERVICES # 862	3,344.00	527383
	3,675.00	527397
		4,019.00**
BAIL BONDING FUND		
AL REED BAIL BONDING	15,000.00	527468
PAYROLL FUND		15,000.00**
JEFFERSON CTY. - FLEXIBLE SPENDING	20,538.80	527261
CLEAR	12,845.00	527292
JEFFERSON CTY. TREASURER	12,845.00	527292
INTERNAL REVENUE SERVICE	5,200.00	527294
JEFFERSON CTY: COMMUNITY SUP	5,789.00	527295
JEFFERSON CTY: TREASURER - HEALTH	1,725.00	527296
JEFFERSON CTY: TREASURER - PAYROLL	1,725.00	527296
POLICERS & FIRE FIGHTERS ASSOCIATION	853.47	527298
JEFFERSON CTY. TREASURER - TCDRS	1,544.11	527299
JEFFERSON COUNTY TREASURER	1,544.11	527299
NECHAYMEED FEDERAL CREDIT UNION -	30,000.00	527299
JEFFERSON COUNTY CHILDREN AND FAMILY	58,800.00	527299
SBA - U.S DEPARTMENT OF TREASURY	9,000.00	527299
ALLSTATE BENEFITS	5,304.00	527299
SECURITIAN LIFE INSURANCE COMPANY	5,304.00	527299
CHUBB	230.01	527280
U S DEPARTMENT OF THE TREASURY		4,514,886.99**
LANGUAGE ACCESS FUND		
RUBEN ZAPATA	1,000.00	527448
MARIA MORRELL	1,200.00	527462
		1,200.00**
ARPA CORONAVIRUS RECOVERY		

PGM: GMCOMMV2	DATE	PAGE: 10	
NAME	04-15-2025	CHECK NO.	TOTAL
INTEGRITY ELEVATOR SOLUTIONS LLC		527421	
PREFERRED FACILITIES GROUP-USA, LLC		527428	123,960.20**
GUARDIANSHIP FEE			
FRIENDS FOR LIFE	3,150.00	527460	3,150.00**
APPELLATE JUDICIAL SYSTEM			
9TH COURT OF APPEALS	2,320.09	527372	2,320.09**
MARINE DIVISION			
ENTERGY	71.78	527307	71.78**
			5,933,971.71***

Jefferson County Courthouse
P.O. Box 4025
Beaumont, Texas 77704



Beaumont (409) 835-8466
Pt. Arthur (409) 727-2191 Ext. 8466
Facsimile (409) 839-2311

JEFF R. BRANICK
County Judge

April 8, 2025

Texas General Land Office – Coastal Resources Division
Attention: CEPRA Program
P.O. Box 12873
Austin, TX 78711-2873

RE: Jefferson County Funding Commitment for CEPRA Grant – North Sabine Lake Project

To Whom It May Concern,

Jefferson County is pleased to submit this letter of commitment in support of the North Sabine Lake Project, a regional initiative led by the City of Port Arthur and the Orange County Navigation and Port District (Port of Orange). The project is being submitted for funding consideration through the Coastal Erosion Planning and Response Act (CEPRA) program.

Jefferson County hereby commits \$141,000 in local match funding for Phase 1: Preliminary Design and Permitting, which includes baseline surveys, preliminary engineering, and federal permitting coordination.

Funding Availability:

The committed funds are budgeted under GOMESA and as are available for use upon notice of award.

Funding Expiration:

These funds are valid through [insert expiration date or "the duration of the CEPRA biennium ending August 31, 2027"].

Constraints or Limitations:

None.

We look forward to supporting the project's success and the long-term resilience of our regional shoreline. Please let us know if any additional information is needed.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jeff Branick", with a large loop at the end.

Jeff R. Branick, County Judge

Resolution



COUNTY OF JEFFERSON) (

STATE OF TEXAS) (

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 15th day of April, 2025, on motion made by Cary Erickson, Commissioner of Precinct No. 2, and seconded by Michael S Sinegal, Commissioner of Precinct No. 3, the following Resolution was adopted:

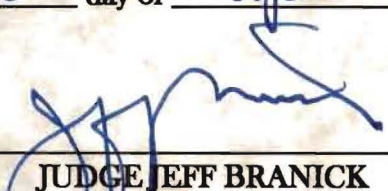
WHEREAS, the Commissioners' Court of Jefferson County, Texas established the Jefferson County Employee Excellence Award on December 4, 1995; and

WHEREAS, Kenneth Shepherd, Superintendent of Building Maintenance for the Port Arthur Maintenance department, has been selected as the employee of Jefferson County who meets all of the criteria for this award and who best demonstrates the highest standards of leadership, productivity, and work ethic, and

WHEREAS, these qualities are shown by his 4 years of dedication to Jefferson County, and his overall professionalism, and compassion for others, which promotes a great example and a great deal of confidence with everyone with whom he shares his knowledge;

NOW, THEREFORE, the Commissioners' Court of Jefferson County, Texas in a regular meeting duly convened and acting in its capacity as the governing body of Jefferson County, does hereby present the 2024 Jefferson County Employee Excellence Award to Kenneth Shepherd, and praises him for his dedicated service to the citizens and employees of Jefferson County.

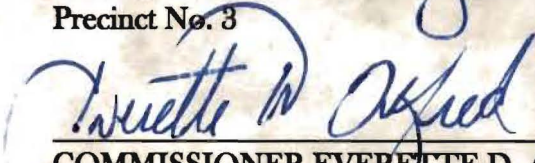
Signed this 15 day of April, 2025


JUDGE JEFF BRANICK
County Judge


COMMISSIONER BRANDON WILLIS
Precinct No. 1


COMMISSIONER CARY ERICKSON
Precinct No. 2


COMMISSIONER MICHAEL SINEGAL
Precinct No. 3


COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

