

Regular, 5/13/2025 10:30:00 AM

BE IT REMEMBERED that on May 13, 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
May 13, 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
May 13, 2025**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **13th** day of **May 2025** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

Said meeting will be a **Regular** meeting for the purpose of transacting the routine business of the County. Persons with disabilities requiring auxiliary aids for services who wish to attend this meeting should contact the County Judge's Office to arrange for assistance.

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

9:45 a.m. – Announcement of a Workshop to consider and receive information regarding the appointments for the ADA Committee.

10:00 a.m. - Announcement of a Workshop to receive and consider information regarding the Jefferson County Personnel Policies Practices and Procedures manual for section 5.9 Dress & Personal Appearance & the Jefferson County Fraud, Waste and Abuse Policy.

10:20 a.m. - Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.0725 to deliberate business and financial issues relating to a contract being negotiated, that deliberation in open meeting would have a detrimental effect on the Commissioners Court in negotiations with a third party.

Notice of Meeting and Agenda
May 13, 2025

10:45 a.m. – or immediately after Commissioners Court, Announcement of a Workshop to receive and discuss information regarding the operation and budget of the Diversion Center.

Jefferson County has taken steps to minimize the exposure of COVID-19 by implementing the following steps to allow the public to view the Commissioner's Court meeting.

The following options are available:

**View live with audio from the County Webpage:
https://co.jefferson.tx.us/comm_crt/commlink.htm**

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

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

INVOCATION: Cary Erickson, Commissioner, Precinct Two

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

PURCHASING:

- (a). Consider and approve specifications for Request for Statements of Qualifications (RFQ 25-015/MR) Engineering Services for Texas General Land Office Community Development & Revitalization (GLO-CDR) Disaster Recovery Reallocation Program (DRRP); pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-327.

SEE ATTACHMENTS ON PAGES 12 - 61

Motion by: Sinegal

Second by: Erickson

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

Action: APPROVED

- (b). Consider, approve and award Request for Proposal (RFP 25-002/CG), Inmate Health Care Services for Jefferson County Correctional Facility to TK Health.

NO ATTACHMENTS

Motion by: Sinegal

Second by: Erickson

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

Action: APPROVED

- (c). Consider and approve, execute, receive and file renewal for (IFB 24-019/MR), Term Contract for Marine Motor Fuel for Jefferson County for a first one (1) year renewal with Tri-Con, Inc. from July 1, 2025 to June 30, 2026; Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326.

SEE ATTACHMENTS ON PAGES 62 - 62

Motion by: Sinegal

Second by: Erickson

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

Action: APPROVED

- (d). Consider and approve, execute, receive and file Change Order #1 to Invitation for Bid (IFB 24-062/MR) Jefferson County Diversion Center Renovation, pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326 with Preferred Facilities Group USA in the amount of \$65,939.70 for ceiling demolition to install a fire sprinkler system in the entire building bringing the total amount from \$4,704,870.00 to \$4,770,809.70..

SEE ATTACHMENTS ON PAGES 63 - 66

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

- (e). Consider and approve, execute, receive and file a Preventive Maintenance Agreement 25-020/MR with Unified Power for the 337 Pine Street, Pt. Neches Tower in the amount of \$2,220.59 from 08/01/2025 to 07/31/2026.

SEE ATTACHMENTS ON PAGES 67 - 77

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

- (f). Consider and approve, execute, receive and file Professional Agreement (PROF 25-021/MR) with Atlas Technical Consultants, LLC to perform construction material testing services for the Jefferson County Diversion Center in the amount of \$5,840.00; in accordance with a discretionary exemption as authorized by Local Government Code 262.024(a)(4) a personal or professional service.

SEE ATTACHMENTS ON PAGES 78 - 80

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

- (g). Consider and approve, execute, receive and file Agreement 25-022/MR with Just Appraised for document indexing for the Jefferson County Clerk in the amount of \$23,300 from May 1, 2025 to April 30, 2026.

SEE ATTACHMENTS ON PAGES 81 - 93

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

COUNTY AUDITOR:

- (a).Consider and approve budget transfer – JP Pct. 2– purchase of TV and rolling stand.

SEE ATTACHMENTS ON PAGES 94 - 94

120-2043-412-3084	MINOR EQUIPMENT	\$600.00	
120-2043-412-4052	POSTAGE		\$600.00

Motion by: Willis

Second by: Sinegal

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

Action: APPROVED

- (b).Consider and approve budget transfer – Road & Bridge Pct 1– purchase of diesel work truck.

SEE ATTACHMENTS ON PAGES 95 - 96

111-0109-431-6042	TRUCKS & TRAILERS	\$70,850.00	
111-0102-431-3015	CEMENT, CONCRETE, ETC.		\$70,850.00

Motion by: Willis

Second by: Sinegal

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

Action: APPROVED

- (c).Consider and approve electronic disbursement for \$667,978.40 to State Comptroller for Intergovernmental Government Transfer for Jefferson County LPPF for the Uncompensated Care DY 8 Redistribution Program.

SEE ATTACHMENTS ON PAGES 97 - 99

Motion by: Willis

Second by: Sinegal

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

Action: APPROVED

- (d).Consider and approve electronic disbursement for \$823,498.67 to State Comptroller for Intergovernmental Government Transfer for Jefferson County LPPF for the Hospital Augmented Reimbursement Program.

SEE ATTACHMENTS ON PAGES 100 - 100

Notice of Meeting and Agenda
May 13, 2025

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

- (e).Consider, approve, and authorize County Judge to execute Attachment 1 Project Attestation and Authorization for the Health & Human Services Commission and Spindletop MHMR Contract No. HHS001416000012.

SEE ATTACHMENTS ON PAGES 101 - 103

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

- (f).Consider and approve funding for additional cost for the Diversion Center Project in the estimated amount of \$72,000 using the Diversion Center Special Revenue fund.

SEE ATTACHMENTS ON PAGES 104 - 110

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

- (g).Consider and approve advanced funding request for American Rescue Plan Act approved project with Jefferson County: revision in the amount of \$75,099.27.

SEE ATTACHMENTS ON PAGES 111 - 112

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

- (h).Consider and approve Jefferson County Fraud, Waste, and Abuse Policy.

SEE ATTACHMENTS ON PAGES 113 - 120

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

- (i).Discuss, consider, and possibly approve expenditure for a television for JP Pct.1, Pl.1 using JP Technology Fund. Estimated amount up to \$855.

SEE ATTACHMENTS ON PAGES 121 - 122

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

(j).Regular County Bills – check #528049 through check #528303.

SEE ATTACHMENTS ON PAGES 123 - 132

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

(k).Consider and approve budget transfer – County Clerk– purchase Just Appraised software.

SEE ATTACHMENTS ON PAGES 133 - 133

120-1014-414-6053	COMPUTER SOFTWARE	\$25,000.00	
120-1014-414-1002	ASSISTANTS & CLERKS		\$25,000.00

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

COUNTY COMMISSIONERS:

(a).Consider and possibly approve a proclamation for Drug Court.

SEE ATTACHMENTS ON PAGES 134 - 134

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

Notice of Meeting and Agenda
May 13, 2025

- (b).Consider and possibly appoint an ADA Coordinator and Committee to guide Jefferson County to remain ADA compliant across all departments.

ADA Coordinator: __Verenice Rosales_____

Judge-Fran Lee, Deb Clark Comm Erickson-Kathleen Kennedy
Comm Sinegal- Cary Erickson Comm Alfred-Michelle Falgout

Comm Willis-Jeff Ross

NO ATTACHMENTS

Motion by: Alfred

Second by: Erickson

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

Action: APPROVED

- (c).Please consider and appoint Mr. Charlie Reneau as the appointment of Commissioner Erickson to the Jefferson County Drainage District No. 6 Board.

NO ATTACHMENTS

Motion by: Erickson

Second by: Willis

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

Action: APPROVED

HUMAN RESOURCES:

- (a).Consider and possibly approve revisions to the Personnel Policies Practices and Procedures Manual for Section 5.9 Dress and Personal Appearance.

SEE ATTACHMENTS ON PAGES 135 - 136

Motion by: Sinegal

Second by: Willis

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

Action: APPROVED

OTHER BUSINESS:

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

Notice of Meeting and Agenda
May 13, 2025

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

Jeff R. Branick
County Judge

Notice of Meeting and Agenda
May 13, 2025

Regular, May 13, 2025

There being no further business to come before the Court at this time, same is now here adjourned on this date, May 13, 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

May 13, 2025

Request for Statements of Qualifications
(RFQ 25-015/MR) Engineering Services for Texas General Land Office Community Development & Revitalization (GLO-CDR) Disaster Recovery Reallocation Program (DRRP)

Jefferson County is seeking submittals from qualified firms to provide professional Engineering Services in accordance with Request for Statements of Qualifications (RFQ 25-015/MR) **Engineering Services for Texas General Land Office Community Development & Revitalization (GLO-CDR) Disaster Recovery Reallocation Program (DRRP)**; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 327.

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

All submittals shall be evaluated by an Evaluation Committee. This committee will evaluate submissions to this request and select the firm that is most qualified, responsive, and experienced.

Responses are to be sealed and addressed to the Purchasing Agent with the request for qualifications number and name marked on the outside of the envelope or box. All responses shall be submitted with an original and five (5) copies, to the Jefferson County Purchasing Department, 1149 Pearl Street, 1st Floor, Beaumont, Texas 77701, no later than 11:00 am CT, June 18, 2025. Jefferson County does not accept responses submitted electronically. Responses will be publicly opened and the names of responding firms will be read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701 at the time and date below. Statements of Qualifications received after that time will be considered late and will be returned unopened. Inquiries shall be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or mistey.reeves@jeffersoncountytexas.gov.

REQUEST NAME: Engineering Services for Texas General Land Office Community Development & Revitalization (GLO-CDR) Disaster Recovery Reallocation Program (DRRP); pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 327.

REQUEST NUMBER : RFQ 25-015/MR

DUE DATE/TIME: 11:00 am CT, Wednesday, June 18, 2025

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

Jefferson County encourages Disadvantaged Business Enterprises (DBEs), Minority/Women Business Enterprises (M/WBEs), and Historically Underutilized Businesses (HUBs) to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment, or the provisions of services. Individuals requiring special accommodations are requested to contact our office at least seven (7) days prior to the bid due date (at 409-835-8593) to make appropriate arrangements.

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

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

Sincerely,

A handwritten signature of Deborah L. Clark in black ink, written over a circular official stamp of the Jefferson County Purchasing Department.

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:
Beaumont Enterprise & Port Arthur News:
May 14, 2025
The Examiner:
May 15, 2025 & May 22, 2025

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SECTION 1: INTRODUCTION: REQUEST FOR STATEMENTS OF QUALIFICATION (RFQ 25-015/MR) Engineering Services for Texas General Land Office Community Development & Revitalization (GLO-CDR) Disaster Recovery Reallocation Program (DRRP)

1.1 PURPOSE.

Jefferson County is requesting statements of qualifications and experience from all interested Engineering Firms desiring to provide professional engineering services for drainage ditch rehabilitation, water district lift station improvements and roadway repairs.

1.2 PROCEDURE.

Firms are encouraged to submit statements of qualifications and experience. The Purchasing Agent will appoint a Selection Review Committee to evaluate qualified responses. Responses will be ranked on the basis of demonstrated experience, competence, and qualifications. Fees, price, work hours, or any other cost information will not be considered in the development of the short list.

Jefferson County will then enter into negotiations with the highest qualified firm. The negotiations will first establish the scope, terms and conditions, and time limits for the proposed contract. Once agreement is reached between Jefferson County and the selected firm, the County will request a fee proposal from the firm. If agreement is reached, the County will retain the firm and enter into a written contract with it. If an agreement cannot be negotiated with the selected firm, the County will then enter into negotiations with the next most qualified firm. This procedure will continue until agreement is reached and a contract is produced. If the County cannot negotiate an agreement, the procedure will be terminated.

1.3 SELECTION REVIEW COMMITTEE.

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

1.4 EVALUATION PROCESS.

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

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

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

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

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

1.5 ENGINEERING FIRM's SERVICES.

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

1. Application preparation.
2. Preliminary and final design plans and specifications for drainage ditch rehabilitation, water district lift station improvements and roadway repairs.
3. Preparation of the bid packet
4. Conduct all field testing and inspections (interim and final)
5. Other special services.

1.6 LAWS AND REGULATIONS.

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

1.7 INSURANCE.

The contractor (including any and all subcontractors as defined in **Section 8.1.3** below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

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

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

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

Minimum Insurance Requirements:

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

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

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

1.8 WORKER'S COMPENSATION INSURANCE.

1.8.1 Definitions:

- 1.8.1.1 **Certificate of coverage (“Certificate”)** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers’ compensation insurance coverage for the person’s or entity’s employees providing services on a project, for the duration of the project.
- 1.8.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor’s/person’s work on the project has been completed and accepted by the governmental entity.
- 1.8.1.3 **Persons providing services on the project (“subcontractor”) in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. “Services” includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. “Services” does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- 1.8.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- 1.8.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer **to Section 1.7** above.
- 1.8.4 If the coverage period shown on the Contractor’s current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- 1.8.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
- 1.8.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
- 1.8.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
- 1.8.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 1.8.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 1.8.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers’ Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 1.8.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 1.8.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

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

1.9 TERMS AND CONDITIONS.

1. Jefferson County reserves the right to request clarification of information submitted and to request additional information of one or more respondents.
2. Any agreement or contract resulting from this RFQ shall be on forms approved by Jefferson County and shall contain, at minimum, applicable provisions of this document. Jefferson County reserves the right to reject any agreement that does not conform to this document and any County requirements and contracts.
3. The Engineering Firm shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.
4. No reports, information, or data given to or prepared by the Engineering Firm under contract shall be made available to any individual or organization by the Engineering Firm without the prior written approval of the County.

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

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

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

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 January 3, 2025.**

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. Although not required for contract at or below the SAT, FEMA suggests including a remedies provision. The NFE should consult their servicing legal counsel to determine whether and how remedies for breach of contract are permissible under applicable state, local, or tribal laws or regulations.	2 CFR 200 APPENDIX II (A)
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. FEMA suggests including a termination for cause and for convenience in all contracts even when not required. The NFE should consult their servicing legal counsel to determine whether and how termination provisions are permissible under applicable state, local, or tribal laws or regulations.	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	2 CFR 200 APPENDIX II I and 41 CFR §60-1.4(b)

	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 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	
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	construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.	
>\$2,000	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions	

	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. FEMA PA and HMGP do not require these clauses unless it is a requirement for matching funds by another federal program legislation such as CDBG-DR. When required, prime construction contracts over \$2,000 awarded by NFEs must include a provision for compliance with the Davis-Bacon Act. If applicable per the standard described above, the NFE must include the provisions at 29 C.F.R. § 5.5(a)(1)-(10) in full into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts. In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback” Act. Sample contract clauses are provided in the FEMA Contract Provisions Guide.	2 CFR 200 APPENDIX II (D) 40 U.S.C. §§ 3141-3144 and 3146-3148; supplemented by 29 C.F.R. Part 5; 40 U.S.C. § 3145; supplemented by 29 C.F.R. Part 3
> \$100,000+ Mechanics or Laborers	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. This required contract provision applies to all procurements over \$100,000 that involve the employment of mechanics, laborers, and construction work. These requirements <i>do not</i> apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. Required Language Compliance with the Contract Work Hours and Safety Standards Act.	2 CFR 200 APPENDIX II (E); 40 U.S.C. §§ 3701-3708; supplemented by 29 C.F.R. Part 5

	1. <i>Overtime requirements.</i> No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 2. <i>Violation; liability for unpaid wages; liquidated damages.</i> In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section. 3. <i>Withholding for unpaid wages and liquidated damages.</i> The (insert name of grant recipient or subrecipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section. 4. <i>Subcontracts.</i> The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section. For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1 where an additional contract provision is required, FEMA suggests including the language below. Suggested Language Further Compliance with the Contract Work Hours and Safety Standards Act. 1. The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. 2. Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.	
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. This provision does not apply to all FEMA grant and cooperative agreement programs including PA and HMGP as awards under these programs do not meet the definition.	2 CFR 200 APPENDIX II (F) Funding Agreement; definition found under 37 C.F.R. § 401.2(a).
>\$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). <u>Suggested Language:</u> Clean Air Act The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The contractor agrees to report each violation to the (insert name of nonfederal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA. Federal Water Pollution Control Act The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The contractor agrees to report each violation to the (insert name of the nonfederal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to assure notification to the (insert name of the pass-through entity, if applicable), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.	2 CFR 200 APPENDIX II (G); 42 U.S.C. §§ 7401-7671q; 33 U.S.C. §§ 1251-1387
>\$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	2 CFR 200 APPENDIX II (H); 2 C.F.R. Part 180 (implementing

	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. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified. <u>Suggested Language:</u> Suspension and Debarment This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.	Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989)); 2 C.F.R. Part 3000 (Department of Homeland Security regulations for Non-procurement Debarment and Suspension, implementing 2 C.F.R. Part 180).
> \$100,000; and Certification required for all contracts greater than \$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. If applicable, contractors must sign and submit the following certification to the NFE with each bid or offer exceeding \$100,000. Required Certification: CERTIFICATION REGARDING LOBBYING (APPENDIX A, 44 C.F.R. PART 18)	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303; (citing 31 U.S.C. § 1352); 44 C.F.R. § 18.110
	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)

Work involves the use of materials, and the contract is for more than \$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. <u>Suggested Language:</u> In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines webpage: https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.	2 CFR 200.323; Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962)
>\$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; All FEMA declarations and awards issued on or after November 12, 2020.	Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to: Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision	2 CFR 200.216

	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	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; All FEMA declarations and awards issued on or after November 12, 2020.	Suggested Language: If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) listed below to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms. (a) When possible, the recipient or subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below. (b) Such consideration means: (1) These business types are included on solicitation lists;	2 C.F.R. § 200.321(b)(1)-(5)

	(2) These business types are solicited whenever they are deemed eligible as potential sources; (3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types; (4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types; (5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring a contractor under a Federal award to apply this section to subcontracts.	
None	Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. (e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. (2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation. Suggested Language for All Procurements: a. The Contractor agrees to provide (insert non-federal entity), the Texas Division of Emergency Management (TDEM), the FEMA Administrator,	2 CFR 200.334; and 200.337

	the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. b. The FIRM agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. c. The CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. d. In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the (insert name of the non-federal entity) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.	
None	CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 2270.0052, 2270.0102, or 2270.0152. In accordance with Texas Government Code, Chapter 2252, Subchapter F, Respondent hereby represents and warrants that it is not a company identified on the lists prepared and maintained under Texas Government Code §§ 2270.0052 (companies with business operations in Sudan), 2270.0102 (companies with business operations in Iran), or 2270.0152 (companies known to have contracts with or provide supplies or services to a foreign terrorist organization). Notwithstanding the foregoing, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or to a foreign terrorist organization, is not subject to contract prohibition under this clause. A company claiming such exemption must submit the official copy of the declaration.	Texas Government Code 2252.152
>\$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to certain solicitations and contracts. Section 2271.002 of the Texas Government Code states the following: (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Section 2271.001(2) of the Government Code defines "company" to be the meaning assigned by Section 808.001 of the Texas Government Code, except that the term does not include a sole proprietorship.	Texas Government Code 2271.002
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of federal funds. If no such funds are awarded, the contract shall terminate.	Optional
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201

	Suggested Language: The CONTRACTOR shall comply with the 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 (Pub. L. 94-163, 89 Stat. 871).	
	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.
	Pursuant to the <i>Violence Against Women Act Reauthorization of 2022</i>, the Grant Recipient must certify that local policies do not interfere with the residents' Right to Report Crime and Emergencies from One's Home. The certification will confirm that no ordinances, local regulations, or policies adopted by the local government and currently in effect contain any financial or regulatory penalty imposed on property owners or residents as a result of any use of emergency services, or that the Grant Recipient is actively addressing such local regulations.	Pub. L. 117-103, 136 Stat. 49

BYRD ANTI-LOBBYING CERTIFICATION

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM

Respondent:

Please complete this form and include with RFQ response submission.

DEBARMENT/SUSPENSION CERTIFICATION

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**Respondent:**

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

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

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

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

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

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

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

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM

Respondent:

Please complete this form and include with RFQ response submission.

SECTION 3: RFQ SUBMISSION INSTRUCTIONS AND SPECIAL REQUIREMENTS

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

Jefferson County plans to apply for the upcoming Texas CDBG-Disaster Recovery Reallocation Program (DRRP) program from the Texas General Land Office (GLO). Accordingly, Jefferson County is seeking to contract with a qualified Engineering Firm (individual/firm) to prepare all preliminary and final design plans and specifications, and to conduct all necessary interim and final inspections. These services are being solicited to assist the Entity in its application preparation and project implementation of a CDBG contract(s), if awarded, to support eligible activities in Jefferson County.

3.1 ENGINEERING SCOPE WORK

The Contractor shall provide the following scope of services:

Scope of Services Requested

Providers will help the GLO fulfill State and Federal CDBG DRRP statutory responsibilities related to mitigation and/or recovery for presidentially declared disasters in Texas. Providers will assist the GLO and grant recipients in the completion of CDBG qualified housing or non-housing projects. Respondents may be qualified to provide Engineering services for housing projects, non-housing projects, or both. Engineering services must be performed in compliance with the U.S. Department of Housing and Urban Development ("HUD") and guidelines issued by the GLO. Providers will be bound to specific terms and conditions found in the sample general terms and conditions.

Description of Services and Special Conditions

Respondents will be required to show the ability to provide all the Engineering services described below. Respondent shall then provide a detailed description of how they meet the requirement, describing their knowledge and experience, as well as providing discrete examples of previous work where applicable.

General Requirements

- a) Coordinate, as necessary, between subrecipient and its service providers (i.e., Engineer, Environmental, Contracted Construction Company, Grant Administrator, etc.) and GLO regarding project design services.
- b) Provide monthly project status updates.
- c) Funding release will be based on deliverables identified in the contract.

Initial Engineering and Design Support

Respondents will be required to show the ability to provide all the Engineering services described below:

- a) Assist with the development of grant applications, including, but not limited to cost estimates, preparation of project justification, project maps and accurate project descriptions.
- b) To address needed design in a timely manner for the start of the environmental process. (Milestones and keeping with them must be established to keep in line with The General Land Office contract schedule of 30% plans and design must be submitted to move forward with the start of the environmental review process and to keep with the invoicing in a timely manner).
- c) Provide preliminary engineering, investigations, and drawings sufficient to achieve the preliminary design milestone, including at a minimum:
 - i. Cross sections/elevations
 - ii. Project layout/staging areas
 - iii. General notes
 - iv. Special notes
 - v. Design details
 - vi. Specifications
 - vii. Utility relocation designs
 - viii. Construction limits, including environmentally sensitive areas that should be avoided during construction
 - ix. Required permits
 - x. Quantities
 - xi. Estimate of construction costs to within +/- 25%

- xii. Schedules for design, permitting, acquisition and construction
- d) Design surveying, topographic and utility mapping.
- e) Perform subsurface explorations for project sites, as necessary.
- f) Prepare horizontal alignments/layouts for all proposed project alternatives necessary to fully describe the project scope, anticipated limitations, and potential project impacts.
- g) Recommend value engineering options (alternative design, construction methods, procurement, etc.) that may improve efficiency, expedite the schedule, or reduce project costs for the subrecipient.
- h) Identify, acquire and submit all necessary permits and approvals required for design approval and construction.
- i) Submit all necessary deliverables to the appropriate entity for review and comment. Adjust project and/or design to satisfactorily address any comments, as necessary.
- j) Prepare plans and profiles, including vertical design information for the selected alternative.
- k) Identify and address potential obstacles to project implementation (i.e., pipelines, easements, permitting, environmental, etc.) prior to moving forward with the final design.
- l) Support subrecipient with acquisition or property/servitudes/right-of-way documentation as required by the Entity to facilitate the project, preparing right-of-way surveys and/or property boundary maps and legal descriptions of parcels to be acquired.
- m) For scheduling purposes in the application and then again post-award inclusion of the United States Army Corp of Engineer (USACE) permits needed and all the associated studies to complete these (i.e. wetland determinations, Section 7 ESA review, Historic Preservation-Archeological surveys, etc.) with possible timelines. This has been amended here as a result of the necessity for engineering to handle more complex and in-depth environmental reviews, and that the engineering firm will need these completed before the project moves forward.

Engineering and Final Design Support

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to final design support:

- a) Prepare plans and profiles, including necessary design information for the selected alternative sufficient to achieve all detailed design milestones. Examples include, but are not limited to:
 - i. Cross sections/elevations
 - ii. Project layout/staging areas
 - iii. General notes
 - iv. Special notes
 - v. Design details
 - vi. Specifications
 - vii. Utility relocation designs
 - viii. Construction limits, including environmentally sensitive areas that should be avoided during construction
 - ix. Required permits
 - x. Quantities
 - xi. Estimate of construction costs to within +/- 20%
 - xii. Schedules for design, permitting, acquisition and construction
- b) Provide information to appropriate individuals for the development of environmental fund release reports and to ensure all activities will be eligible for reimbursement. The engineer must provide within three (3) business days' written notification to the Grant Manager and Jefferson County any proposed changes or revisions to the construction contractor plans or specifications for review by the Grant Manager for conformance with the environmental review record. No changes may be approved and no work may proceed until the changes have been considered, and, if required, a new environmental review or reevaluation has been completed. This includes minor and field change orders.
- c) Identify, acquire and submit all necessary permits and approvals required for design approval and construction.
- d) Provide hard copy, if necessary, reproducible plan drawings and bid documents, in addition to electronic copies to the subrecipient, upon design completion, and as requested during design. Electronic copies should be in the native format (AutoCAD DWG) along with PDF packages and should contain all corresponding references, databases, or files associated with the completed design documents.
- e) Assist the subrecipient and any service provider related to the project with all necessary documentation to ensure compliance with all Program requirements and regulations.

Bid and Award Support

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to bid and award support.

- a) Submit appropriate items and support subrecipient in the development of complete bid package.
- b) Prepare and assist subrecipient in the advertisements for bid solicitation.
- c) Support development and issuance of bid-related documents necessary to complete bid process (e.g., bid proposal form, bid addenda and supporting documentation).
- d) Attend and support subrecipient at pre-bid conference and bid opening.
- e) Support subrecipient with ongoing communication during bid process.
- f) Support subrecipient to complete bid tabulation and evaluation of responses and provide recommendation for award.
- g) Support subrecipient to negotiate and finalize contract documents, including issuance of the Notice to Proceed, in accordance with program and subrecipient requirements.
- h) Support subrecipient in the conducting of a preconstruction conference.

Contract Management and Construction Oversight

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to contract management and construction oversight.

- a) Ensure delivery of subrecipient project in accordance with contract.
- b) Provide ongoing Construction Oversight Reports detailing the status of construction for subrecipient project.
- c) Review all service provider submittals to ensure compliance with construction contract documents and provide recommendations to subrecipient.
- d) Provide periodic and final inspections and tests reports, as required for the project.
- e) Provide on-site supervision and oversight of construction activities at a minimum on a bi-weekly basis or as directed by the GLO or subrecipient.
- f) Review Construction Change Orders and provide recommendation to subrecipient as to appropriate action.
- g) Review invoice/draw requests and provide recommendation to subrecipient as to appropriate action, in compliance with the construction contract documents.
- h) Obtain independent cost estimates for validation purposes, as required.
- i) Review and respond to requests for information/clarification.
- j) Support subrecipient with issue identification and claims resolutions.
- k) Enter all requisite information into the GLO system of record in accordance with established policies and procedures.
- l) Develop a final "as built" report of quantities, drawings, and specifications.
- m) Issue to the subrecipient, for execution, a Certificate of Construction Completion within 30 days of final inspection approval.
- n) Deliver "as-built" drawings to the subrecipient within 30 days of project completion.
- o) Host and/or attend project coordination meetings in person, by phone, or by video conference, which may or may not fall during normal business hours.
- p) Perform other contract management and construction oversight duties as required to ensure success of the subrecipient project.
- q) Engineer must provide written notification to the Grant Manager and the local government client of any proposed changes or revisions to the construction contractor plans or specifications so that their conformance with the environmental review record may be evaluated. No changes may be approved and no work may proceed until the changes have been considered, and, if required, a new environmental review or reevaluation has been completed. This includes minor and field change orders. Emergency changes may be approved on a case-by-case basis with the Engineer providing within two (2) business days written justification(s) for declaring and issuing an emergency change order to the Grant Manager and the local government client. It is paramount that any emergency change order issued by the engineer takes into consideration any change in beneficiaries or environmental review status as a substantial part of the justification(s).
- r) Submit all final invoices within 60 days after contract or work order expiration.

Specialized Services

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to specialized services.

- a) Provide Geotechnical Investigations as may be required for a project.
- b) Provide Site Specific Testing as may be required for a project.
- c) Provide Archeological Studies as may be required for a project.
- d) Provide Planning Studies as may be required for a project.
- e) Provide Feasibility Studies as may be required for a project.
- f) Provide Legal documentation for property and/or easements to be acquired (i.e., field notes, etc.).
- g) Provide Phase I and Phase II environmental site assessments as requested.

3.2 SUBMISSION OF QUALIFICATIONS.

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

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

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

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

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

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

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

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

3.3 DEADLINE FOR RESPONSE SUBMISSIONS/DELIVERY.

All submissions must be received by 11:00 am CT, Wednesday, June 18, 2025

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

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

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

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

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

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

Please direct questions to **Mistey Reeves, Assistant Purchasing Agent** at 409-835-8593 or e-mail at: mistey.reeves@jeffersoncountytexas.gov.

3.4 COURTHOUSE SECURITY.

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

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

Respondents are strongly urged to plan accordingly.

3.5 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

3.6 SUBMISSIONS DURING TIME OF INCLEMENT WEATHER, DISASTER, OR EMERGENCY.

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

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

PROPOSALS WILL BE OPENED PUBLICLY IN A MANNER TO AVOID PUBLIC DISCLOSURE OF CONTENTS; HOWEVER, ONLY NAMES OF PROPOSERS WILL BE READ ALOUD.

3.7 PRE-PROPOSAL CONFERENCE.

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

3.8 QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to **Mistey Reeves, Assistant Purchasing Agent** at: Email Address Here or faxed at: 409-835-8456.

The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, June 6, 2025.

3.9 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT).

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated

the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: <https://www.sam.gov>

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

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

3.10 FORM 1295 SUBMISSION REQUIREMENT (TEXAS ETHICS COMMISSION).

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

INSTRUCTIONS:

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

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

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

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

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

SAMPLE: A sample of a completed FORM 1295 is included on PAGE 27.

FORM 1295 Implementation Background:

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

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

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

FORM 1295 EXEMPTIONS:

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

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

A completed Form 1295 is not required for:

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

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_____. _____ 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.

RESPONDENT: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

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

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

3.11 MINIMUM REQUIREMENTS: FIRM INFORMATION TO BE INCLUDED IN RESPONSE.

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

1. Name of the firm wishing to contract with the County.
2. Firm's local address.
3. Firm's corporate or main office address.
4. Number of years the firm has been in business.
5. Names, qualifications, and experience of professional staff who would be assigned to Jefferson County.
6. Firm's organization chart.
7. Biographies or resumes, including home office location and other relevant information, for each key staff member likely to be assigned to a project.
8. Names, titles, address, and telephone numbers of persons who are authorized to negotiate for and contractually bind the firm. One of these persons should sign the response. A contact must be named for addressing questions generated during the evaluation process.
9. A description of representative work accomplished for all jobs within the past five (5) years.
10. Provide a detailed summary of the firm's experience in providing the kinds of services specified in this RFQ to governmental entities.
11. Describe reasons why the firm would be uniquely qualified to provide Engineering services to Jefferson County.
12. Describe any unique services offered by your firm.
13. A list of references, other than Jefferson County, who have contracted the types of work the firm, is offering to perform. A reference form is included on Page 28 of this package.

3.12 ADDITIONAL INFORMATION TO BE INCLUDED IN RESPONSE.

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

3.13 CONFIDENTIAL/PROPRIETARY INFORMATION.

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

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

3.14 EVALUATION SCORING CRITERIA FOR RFQ RESPONSES

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

Experience.....60 %
Work Performance.....25 %
Capacity to Perform.....15 %

RESPONDENT INFORMATION FORM

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

RFQ Number & Name: (RFQ 25-015/MR) Engineering Services for Texas General Land Office Community Development & Revitalization (GLO-CDR) Disaster Recovery Reallocation Program (DRRP)

Respondent's Company/Business Name: _____

Respondent's TAX ID Number: _____

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

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

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

Fax Number (with area code): _____

Email Address: _____

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

Address

City, State, Zip Code

REQUIRED FORM

Respondent:

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

VENDOR REFERENCES FORM

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

REQUIRED FORM

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

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

SIGNATURE PAGE

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

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

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

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

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

RFQ Respondent (Entity Name)

Signature

Street & Mailing Address

Print Name

City, State & Zip

Date Signed

Telephone Number

Fax Number

E-mail Address

REQUIRED FORM

Respondent:

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

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

Signature of Contractor's Authorized Official

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

Date

REQUIRED FORM

Respondent:

Please complete this form and include with RFQ response submission.

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

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

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

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

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

Disclosure of Lobbying Activities

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

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

REQUIRED FORM

Respondent:

Please complete this form and include with RFQ response submission.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

- (2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	OFFICE USE ONLY Date Received	
1 Name of vendor who has a business relationship with local governmental entity.		
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information in this section is being disclosed. Name of Officer This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☐ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more? ☐ Yes ☐ No D. Describe each employment or business and family relationship with the local government officer named in this section.		
4 Signature of vendor doing business with the governmental entity Date		

Adopted 8/7/2015

REQUIRED FORM

Respondent:

Please complete this form and include with RFQ response 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**

RESIDENCE CERTIFICATION/TAX FORM

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

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

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

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

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

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

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

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

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

REQUIRED FORM

Respondent:

Please complete this form and include with RFQ response submission.

HOUSE BILL 89 VERIFICATION

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

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

Pursuant to Section 2270.002, Texas Government Code:

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

Signature of Company Representative

Date

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

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

Notary Seal

Notary Signature

Date

REQUIRED FORM

Respondent:

Please complete this form and include with RFQ response submission.

SENATE BILL 252 CERTIFICATION

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

Company Name

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

NON-DISCLOSURE AGREEMENT

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

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

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

[Printed Name of Consultant]

By: _____
Title: _____
Date: _____

REQUIRED FORM

Respondent:

Please complete this form and include with RFQ response submission.

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

RESPONDENT'S CERTIFICATION

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

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

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

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

NAME OF BUSINESS

BY:

SIGNATURE

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

NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS

CITY, STATE, ZIP CODE

()

TELEPHONE NUMBER

Notary Public

State of _____

My Commission Expires: _____

REQUIRED FORM

Respondent:

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

**CONTRACT RENEWAL FOR IFB 24-019/MR
TERM CONTRACT FOR MARINE MOTOR FUEL FOR
JEFFERSON COUNTY**

The County entered into a contract with Tri-Con, Inc. for one (1) year, from July 2, 2024 to July 1, 2025, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its first (1) one-year option to renew the contract for one (1) additional year from July 1, 2025 to June 30, 2026.

ATTEST:



Roxanne Acosta Hellberg, County Clerk

JEFFERSON COUNTY, TEXAS



Jeff Branick, County Judge



CONTRACTOR:
Tri-Con, Inc.



(Name)



PREFERRED

FACILITIES GROUP - USA

Change Order #1
IFB 24-062/MR

April 29, 2025

Mailing Address:
PO Box 20658
Beaumont, TX 77720-
0658

Mistey Reeves
Jefferson County
1149 Pearl
Beaumont, TX 77701

(409) 842-8293
(409) 842-2274
pfg@pfg-usa.com
pfg-usa.com

Project: "Jefferson County Diversion Center"

Subject: "Change Order Proposal"

Job Order Contracting

Dear Reeves

Co-Op Purchasing
Agreements

We are pleased to submit our proposal utilizing our 728-24 Buy Board Texas Contract based on local CCI and coefficient of .89.

Indefinite Delivery,
Indefinite Quantity - IDIQ

Proposal Recap:

Multiple Award
Construction Contracts -
MACC

- Disconnect lighting and electrical items and make safe.
- Support existing conduits for future use.
- Demo all existing ceilings including (1) layer of drywall, (1) layer of plywood and associated supports.
- Support existing skylight tubing
- Provide all necessary equipment

Task Order Contracts
TOC

**** Ductwork to remain****

Construction
Management - Agent or
At-Risk

Design Build

Proposal Cost	\$ 64,331.42
Bond	\$ 1608.28
Total Cost	\$ 65,939.70

Government

We estimate approximately **Thirty (30)** working days to complete. We explicitly exclude all liquidated damages for this project due to market volatility and supply chain challenges.

Commercial

Education

Our estimate is based on our interpretation of the project as presented to us. Our scope is limited to the line items broken down into individual tasks of work and developed based upon the Unit Price Book rate as modified by the city cost adjustment and our Coefficient. All pricing for the required line-item estimate is derived from the current calendar year RSMeans Facilities Construction Cost Data Book with Updates.

Industrial

Infrastructure

Communications

This Proposal contains confidential and proprietary information that is intended only for the use of Jefferson County and is not to be shared, copied, or disseminated in any way. The information includes all attachments, drawings,

Corporate/Retail

sketches, and proposed product selections and must be kept confidential. This information shall be used for the sole purpose of evaluating this Proposal and

Assembly

Southeast Texas

Deep East Texas

Central Texas

Texas Gulf Coast





PREFERRED

FACILITIES GROUP - USA

Mailing Address:
PO Box 20658
Beaumont, TX 77720-
0658

(409) 842-8293
(409) 842-2274
pfg@pfg-usa.com
pfg-usa.com

Job Order Contracting

Co-Op Purchasing
Agreements

Indefinite Delivery,
Indefinite Quantity - IDIQ

Multiple Award
Construction Contracts -
MACC

Task Order Contracts
TOC

Construction
Management - Agent or
At-Risk

Design Build

Government

Commercial

Education

Industrial

Infrastructure

Communications

Corporate/Retail

Assembly

must not be used for any other purpose without the explicit consent of Preferred Facilities Group - USA.

Once the quantities of work and price are approved, the individual Job Order becomes a fixed-price lump sum contract.

This pricing is based on initiating the project on Friday morning, with the demolition expected to be completed by Sunday night. Given the drying times associated with plaster repairs and painting, these tasks are anticipated to be conducted during standard courthouse hours. Please do not hesitate to contact us at 409-842-8293 at your earliest convenience to discuss this estimate in further detail.

Respectfully submitted,
Preferred Facilities Group - USA

Michael Waidley
Division Manager

cc: PFG/file
25-1110

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge



ATTEST
DATE

5/14/2025

Southeast Texas

Deep East Texas

Central Texas

Texas Gulf Coast



Preliminary Estimate, by estimates

Michael Waidley

Preferred Facilities Group - USA

31218 - RSMeans Construction - General - 3/12/2018 to 3/12/2050

JC Diversion Center Demolition - 24-1110

Michael Waidley



Estimator: Michael Waidley

JC Diversion Center Demolition

Division Summary (MF04)

01 - General Requirements	
02 - Existing Conditions	\$31,120.00
03 - Concrete	
04 - Masonry	
05 - Metals	
06 - Wood, Plastics, and Composites	
07 - Thermal and Moisture Protection	
08 - Openings	
09 - Finishes	\$19,988.86
10 - Specialties	
11 - Equipment	
12 - Furnishings	
13 - Special Construction	
14 - Conveying Equipment	
21 - Fire Suppression	
22 - Plumbing	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	
25 - Integrated Automation	

Totalling Components

General Construction Subtotal	\$77,321.42
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Material, Labor, and Equipment Totals (No Totalling Components)

Material:	\$6,800.00
Labor:	\$70,521.42
Equipment:	\$0.00
Other:	\$0.00
Laborhours:	976.52
Green Line Items:0	\$0.00

26 - Electrical	
27 - Communications	
28 - Electronic Safety and Security	
31 - Earthwork	
32 - Exterior Improvements	
33 - Utilities	
34 - Transportation	
35 - Waterway and Marine Transportation	
41 - Material Processing and Handling Equipment	
44 - Pollution Control Equipment	
46 - Water and Wastewater Equipment	
48 - Electric Power Generation	
Alternate	\$14,462.56
Trades	\$11,750.00
Assemblies	
FMR	
MF04 Total (Without totalling components)	\$77,321.42

RSMeans BEAUMONT, TX CCI 2025Q1, 83.20%	\$(12,990.00)
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Priced/Non-Priced

Total Priced Items:	9	\$77,321.42	
Total Non-Priced Items:	0	\$0.00	0.00%
	9	\$77,321.42	

Grand Total	\$64,331.42
--------------------	--------------------

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Preliminary Estimate, by estimates

Estimator: Michael Waidley

JC Diversion Center Demolition

Item	Description	UM	Quantity	Unit Cost	Total	Book
02 - Existing Conditions						
1 02-41-19-19-0840	Selective demolition, rubbish handling, dumpster, 40 C.Y., 10 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost	Week	8.0000	\$850.00	\$6,800.00	RSM25FAC M, O&P P
2 02-41-19-19-2040	Selective demolition, rubbish handling, 0'-100' haul, load, haul, dump and return, C.Y. hand carried, cost to be added to demolition cost 40*8 = 320.00	C.Y.	320.0000	\$76.00	\$24,320.00	RSM25FAC L, O&P P
02 - Existing Conditions Total					\$31,120.00	
09 - Finishes						
3 09-05-05-10-0240	Ceiling demolition, gypsum board, on suspension system, remove	S.F.	2,487.0000	\$1.75	\$4,352.25	RSM25FAC L, O&P P
4 09-05-05-10-0240	Ceiling demolition, gypsum board, on suspension system, remove	S.F.	5,584.5000	\$1.75	\$9,772.88	RSM25FAC L, O&P P
5 09-05-05-10-2400	Ceiling demolition, plywood or fiberboard, 4' x 8' sheets, remove	S.F.	5,584.5000	\$1.05	\$5,863.73	RSM25FAC L, O&P P
09 - Finishes Total					\$19,988.86	
Alternate						
6 09-51-23-30-1800	Demo - Complete suspended ceilings, with z bar suspension, 5/8" mineral fiber tile, include standard suspension system, excl. 1-1/2" carrier channels Labor Adjustment: 50% of \$5.18 = \$2.59 Using O&P Pricing Bare Costs: (M:\$1.20 L:\$3.33 E: O:150.00 LH:0.053) O&P Labor Calc = O&P Total - (Bare Material + 10.000%) - (Bare Equipment + 10.000%) \$6.50 - \$1.32 - \$0.00 = \$5.18 Labor w/CCI = \$5.18 * 100.000% = \$5.18	S.F.	5,584.0000	\$2.59	\$14,462.56	CUSTOM L, O&P P
Alternate Total					\$14,462.56	
Trades						
7 CLAB	Common Building Laborers - 2024 RSMeans Facilities O&P Rate	Hour	40.0000	\$77.45	\$3,098.00	Trades L, O&P P
8 ELEC	Electricians - 2025 RSMeans Facilities O&P Rate	Hour	40.0000	\$113.60	\$4,544.00	Trades L, O&P P
9 SKWK	Skilled Workers Average (35 trades) - 2025 RSMeans Facilities O&P Rate	Hour	40.0000	\$102.70	\$4,108.00	Trades L, O&P P
Trades Total					\$11,750.00	
Estimate Grand Total					64,331.42	

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Unified Power

Tricia Massey
Phone: (469) 474-2490
tricia.massey@unifiedpowerusa.com
www.unifiedpowerusa.com



Keeping You in Power

Jefferson County Sheriff

Proposal #: 183915 - Rev: 1
Date: 05/02/2025

Tricia Massey
 (469) 474-2490
 tricia.massey@unifiedpowerusa.com



Invoice To:	End User:
Jefferson County Sheriff 1149 Pearl Street 7th Floor Beaumont TX 77701	Jefferson County Sheriff

Jefferson County Sheriff, 337 Pine Street, Port Neches, TX 77651, US

Manufacturer	Model	Serial #	Batt Qty	Coverage	PM Frequency	Price
Eaton Powerware	Ferrups FE Series (Eaton)	BP184FM005		FS/P/24hr	1 Major 5x8	\$2,220.59
CSB	HRL 12280WFR		10	PM/24hr	Annual VRLA 5x8	-
CSB	HRL 12280WFR		10	PM/24hr	Annual VRLA 5x8	-
Site Total:						\$2,220.59

Coverage Legend

Coverage	Description
FS/P/24hr	Full Service, Parts & Labor for the UPS, 24hr Emergency Response Time 7x24
PM/24hr	Preventive Maintenance Only, 24hr Emergency Response Time 7x24, Repairs Billable

Summary

Jefferson County Sheriff, 337 Pine Street, Port Neches, TX 77651, US	\$2,220.59
Tax	\$0.00
Total	\$2,220.59



Unified Power
 217 Metro Dr., Terrell, TX 75160
 Phone: 972.524.6050 Fax: 972.524.7954
 www.unifiedpowerusa.com

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 Proposal #: 183915
 Date: 5/5/2025

Tricia Massey
(469) 474-2490
tricia.massey@unifiedpowerusa.com



Annual Agreement and Terms

Contract Start	Contract End	Payment Term	Billing Cycle
08/01/2025	07/31/2026	Net 30 Days	1 Year Annual Billing in Advance
Proposal expires 30 days after the contract start date			

Multi-Year Service Contract Pricing Options

In order to save on an annual service contract that would typically include a 3-5% annual price escalation, and also to reduce the risk of parts price increases on full service contracts, a 3-year fixed price multi-year service contract option is available.

Pricing for each year would be as follows:

Year 1: \$2,220.59

Year 2: \$2,220.59

Year 3: \$2,220.59

To lock in the fixed price for 3 years, one of the following is required:

1. Initial below to select this option and sign the proposal at the bottom
2. Initial below to select this option and provide a purchase order for the full 3 year term
3. Initial below to select this option and provide a Master Service Agreement addendum or schedule for the full 3 year term

Additional discounts are available if a multi-year contract is paid in full in advance. Please contact your Sales Rep for more information on this option.

() Initial here if you would like to purchase the Multi-Year option

Unified Power's Terms & Conditions will apply to orders based on this proposal.

<https://unifiedpowerusa.com/terms-and-conditions>

Unified Power's Standard Terms are part of this Agreement and constitutes the entire Agreement between the parties and shall exclusively control the relationship of the parties, with regard to this Agreement. Printed, preprinted or other terms on the face or reverse side of Buyer's Purchase Order shall not be binding. By signing below the Purchaser represents that it is the owner of the Covered Equipment or, if it is not the owner that it has the authority to enter into this agreement.

Unified Power

Signature: _____

Date: 5/8/2025

Printed Name: Justin McClung

Title: Regional Vice President

Jefferson County Sheriff Judge

Signature: _____

Date: _____

Printed Name: Jeff Branick

Title: County Judge



Unified Power
217 Metro Dr., Terrell, TX 75160
Phone: 972.524.6050 Fax: 972.524.7954
www.unifiedpowerusa.com

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ATTEST
DATE 5/14/2025



Service Agreement

Unified Power will provide Preventive (PM), Emergency, or Corrective services in accordance with the following coverage descriptions, as further defined in Unified Power's related proposal for services (Proposal) and the attached detailed Scopes of Work. Agreements which include equipment encompassing all described types of coverage are Full Service (FS) Agreements. Emergency and Corrective services are available under PM Agreements at Time and Material (T&M) rates attached. This Service Agreement is made and entered into by Unified Power and Customer expressly subject to Unified Power's General Terms and Conditions located at <https://unifiedpowerusa.com/terms-and-conditions>

A. SCHEDULED MAINTENANCE:

1. The Preventive Maintenance (PM) inspection requirements will be scheduled during the contracted period:
 - a. Minor PM inspection(s) will be scheduled at the convenience of Unified Power.
 - b. Major PM inspection will be scheduled at the convenience of the Customer.
2. Unified Power will make a maximum of (3) attempts to schedule the PM inspections. Failure by client to respond or allow access to client's facilities may result in cancellation of the PM inspections.
 - a. Should the PM applicable to equipment under FS coverage not be scheduled within the Agreement term due to Customer delay, such PM will be forfeited, no prorated PM value will be refunded.
 - b. Should the PM be cancelled or delayed by the customer less than 72 hours prior to the confirmed scheduled time, the customer may be charged four (4) hours minimum based on current Time and Material Rates or cancel the PM inspection.
 - c. Unified Power reserves the right to schedule PM inspections with advanced notice of at least one hour, unless otherwise stipulated in the Agreement.
3. Unified Power may, at its discretion, provide necessary PM inspections during emergency service visits.

B. EMERGENCY SERVICE (Included under FS Agreements, available under PM Agreements on a T&M basis):

1. Emergency Service is defined as the service required to restore the covered equipment to an operational status following an unexpected interruption in service.
2. Response Time is defined, for purposes of this agreement, as the time from receipt of an emergency call by Unified Power to the arrival of a technician on site at the equipment location.
3. Unified Power will provide Emergency service according to the response time specified in the Proposal.

C. UPS CORRECTIVE SERVICE (Included in FS Agreements, available in PM Agreements on a (T&M) basis):

1. Corrective Service (If covered under FS Agreement):
 - a. Equipment that has not been serviced by Unified Power within 90 days prior the start date of the Agreement is subject to evaluation and certification to decide if it is in acceptable working condition prior to acceptance of this agreement. Evaluation will be performed at the time of initial preventive maintenance visit.
 - b. Non-mandatory field modifications and previously released field modifications are considered pre-existing conditions.
 - c. Evaluation and certification must occur within 30 days of the Agreement start date. As determined by results, any remedial action needed to bring equipment into compliance with manufacturer's specifications will be at Customer's expense.
 - d. Unit must be placed in bypass during completion of evaluation and certification for major PM service. Failure of customer to allow will result in the coverage downgraded to PM only. Corrective action will be billed per Time and Material Rates.
 - e. Should Customer decline to approve such remedial action, the Agreement will be voided, and any payments already received by Unified Power will be refunded, less any charges for services performed.
 - f. Unified Power will provide Corrective service for problems not immediately impacting system reliability on a 0700 to 1800 hours Monday through Friday basis.
2. Parts Usage (If covered under FS Agreement):
 - a. Parts used in repair of equipment specified in the Agreement are included; replacement coverage is limited to the annual value of the Service Agreement. Parts used to total a value in excess of the annual agreement value will be supplied upon client approval and invoiced.

Tricia Massey
(469) 474-2490
tricia.massey@unifiedpowerusa.com



- i. Exceptions: Power Modules, Batteries, major magnetics, external breakers, full AC or DC capacitor banks.
- ii. All parts replaced under this Agreement will become property of Unified Power.
- b. Customer parts used under this Agreement will be replaced.
 - i. Exceptions: Batteries, major magnetics, external breakers, full AC or DC capacitor banks.

D. BATTERY, GENERATOR, & ELECTRICAL SERVICES:

- 1. Should battery and or generator maintenance be provided by Unified Power within this Agreement, services will be performed in accordance with general manufacturer's recommendations and standard industry practice as outlined in the attached Scopes of Work as applicable
- 2. Scheduled Maintenance terms apply, See Section A.
- 3. Corrective, Installation & project services will be proposed separately and billed per project or T&M rates.

E. LOCATION AND ACCESS:

- 1. The maintenance of equipment is limited to the location specified in the Agreement.
- 2. The customer will provide adequate working space and facilities for use by Unified Power and proper storage of parts
- 3. Customer will allow Unified Power ready access to site and equipment, subject to Customer's reasonable internal security and safety rules
- 4. Delays & cancellations caused by Customer are billable.

F. SAFETY REPRESENTATIVE:

- 1. Customer agrees to provide a safety representative who will be available at the equipment location whenever Unified Power is performing services under this Agreement. Customer will further ensure that the safety representative understands where and how to disconnect power and has sufficient physical capabilities to accomplish same.

G. CUSTOMER RESPONSIBILITIES (applicable to equipment under FS coverage only):

- 1. Customer shall provide the following:
 - a. Inspection and replacement of air filters on a routine basis
 - b. All applicable equipment areas kept clean and free of loose debris
 - c. A temperature in all applicable equipment areas at or below 84 degrees Fahrenheit
 - d. Humidity control in all applicable equipment areas
 - e. Covered equipment areas maintained free of corrosive elements

H. TERM and TERMINATION:

- 1. Service under this Agreement will begin on the effective date of this Agreement and shall automatically be renewed for successive twelve (12) month periods at prices in effect at the time. Customer will be provided written notice of renewal approximately 60 days prior to its expiration stating the prices for the applicable renewal term. In the event the Customer elects not to renew this Agreement, Customer shall provide thirty (30) days written notice prior to expiration.
- 2. Notwithstanding the foregoing, Unified Power may terminate this Agreement at any time upon thirty (30) days written notice. In the event of early termination of FS coverage, the prorated portion will be returned.

I. EXCEPTIONS & EXCLUSIONS:

- 1. If covered equipment is no longer supported by the original equipment manufacturer, has reached end of life, or the model has been replaced, the repair labor and parts required to repair failed equipment will be provided on a "best-effort" basis. Should parts be unavailable for equipment under FS coverage, the Agreement will be reduced to PM Only and pro rata value for the balance of the contract term will be refunded.
- 2. In the event covered equipment fails and is deemed "beyond repair," Unified Power will refund the unused portion of the corrective maintenance term associated with the failed unit.



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Tricia Massey
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tricia.massey@unifiedpowerusa.com



3. Equipment modification or any additional services or testing beyond the scope described herein and attached and testing of equipment modifications made by the Customer are excluded.
4. Field modifications issued by a manufacturer during the term of the Agreement are not covered under Corrective Service unless they pose safety concerns and are subject to the availability of OEM services to Unified Power
5. Reset of alerts, timers or adjustments protected by proprietary software are excluded.
6. Labor will be charged to Customer at the current Time & Material rates for the repair or service of the equipment under FS coverage, in the event any of the following conditions occur during the term of the Agreement:
 - a. Persons other than Unified Power attempt to repair or maintain the equipment covered by this Agreement.
 - b. Damage to the equipment covered by this Agreement results from acts of God or all external causes including, but not limited to, all insurable risks.
 - c. Damage to equipment covered by this Agreement results from failure to maintain a reasonable temperature or state of cleanliness.
 - d. Unified Power is required by the Customer to use outside personnel to provide services under this Agreement. The cost of any such outside personnel shall be the Customer's sole responsibility.
 - e. Failure of or damage to equipment covered by this Agreement resulting from failure of Customer to order quoted replacement of parts excluded from FS coverage.
 - f. Repairs or adjustments requiring manufacturer's proprietary software not available to Unified Power. Unified Power will facilitate such services between Customer any applicable manufacturer as necessary.



Tricia Massey
(469) 474-2490
tricia.massey@unifiedpowerusa.com



Critical Power Service

Attachment U100

Unified Powers Critical Power Service (CPS) includes the following:

Repair of the Electronics or power module portion of the UPS System. These Services shall be performed during the contracted period of maintenance (CPM) at no extra charge to the client. Unless otherwise specifically stated on the Service Agreement or accompanying Proposal, Unified Power (Contractor) shall respond to an emergency at the clients site the next business day after Contractor acknowledges clients request.

Emergency Service Repair includes labor, parts and expenses required to repair clients system. Should the client possess a spare parts kit, the Contractor may use those spare parts during the repair of the system and shall replace the spare parts with the same or similar products.

Exclusions: Unless otherwise specifically stated in the Service Agreement or this Attachment U-100, the following parts and/or services are excluded: Full DC or AC capacitor replacements, Battery Plant replacement or parts associated directly with the battery plant, External breakers and switchgear. Repair of pre-existing conditions, damages caused by others.

CPS Preventive Maintenance is not included by this Agreement, but it is recommended. Prior to the acceptance of this Agreement and commencement of CPS a pre-site survey by Contractor is required.

Rev. 03/10/14



Unified Power
217 Metro Dr., Terrell, TX 75160
Phone: 972.524.6050 Fax: 972.524.7954
www.unifiedpowerusa.com

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Proposal #: 183915
Date: 5/5/2025



UPS Inspection Major

Attachment U200

The following is an outline of general items reviewed and evaluated by Unified Power during a Major PM inspection of the UPS unit. All tasks listed under the UPS Inspection Minor will be performed during a major PM visit. All inspections are designed to be performed during offline operation, in the bypass mode. Certain tasks listed below may remain incomplete if they are not applicable to the model type, and/or if executing them poses a safety hazard, or if UPS cannot be bypassed or shut down. Methods of Procedure (MOPs) to be followed in conjunction with PM services, specialized MOPs are available on request and charged based on Preferred Time and Material Rates (U901).

- I. Visual Inspection
 - A. Initial consultation to review the scope of work, assessing the feasibility of testing, and considering any potential negative impacts of Maintenance inspections on unit/facility operations.
 - B. Inspect all printed circuit boards connections for cleanliness, swab contacts if necessary.
 - C. Inspect all power connections for signs of overheating.
 - D. Inspect all subassemblies, bridges and legs for signs of component defects or stress.
 - E. Inspect all DC capacitors for signs of leakage and swelling.
 - F. Inspect all AC capacitors for signs of leakage and swelling.
 - G. Inspect and inventory all customer owned spare parts.
- II. Internal Operating Parameters
 - A. Inverter leg input and output current (if applicable)
 - B. Output filter current average phase balance (if applicable)
 - C. AC Protection settings and operation (if applicable)
 - D. DC Protection settings and operation (if applicable)
 - E. Input and Output Frequency settings.
 - F. Verify DC filter capacitance.
 - G. Verify AC tank and trap filter capacitance.
- III. External Operating Parameters
 - A. Record System Input Voltages (all phases)
 - B. Record System Input Currents (all phases)
 - C. Record DC Charging Voltage (float and equalize)
 - D. Rectifier phase on and walk up
 - E. Inverter phase on and walk up
 - F. Adjust all panel meters to measured values
 - G. System Bypass Voltages (all phases)
 - H. Manual and UV Transfer Testing, verify uninterrupted transfer.
 - I. Conduct a power outage simulation, closely monitoring and metering the batteries throughout the process.
 - J. Generator Testing to be completed in conjunction with customer, if requested.
- IV. Environmental Parameters
 - A. UPS area ambient temperature and condition of ventilating equipment.
 - B. General Cleanliness of UPS internals
 - C. General Cleanliness of the area surrounding the UPS unit.
 - D. Replace all air filters.
 - E. Clean control panel/CRT screen.
- V. Battery Cabinet Checks
 - A. General appearance of Battery System (all types)

Tricia Massey
(469) 474-2490
tricia.massey@unifiedpowerusa.com



- B. General cleanliness of Battery System area. (all types)
- C. Battery System area ambient temperature and condition of ventilating equipment.

VI. Monitoring System Parameters

- A. Alarm archive review
- B. Alarm lamp test - local and remote
- C. Replace all open monitor bulbs
- D. Download and review alarm history

VII. General

- A. Customer Consultation
- B. Verbal Recommendations
- C. General Observations
- D. Following the Major PM inspection, a written report will be provided detailing the results of the inspection, and making specific recommendations toward future remedial action, upgrades, or sparring.

Rev. 202406



Unified Power
217 Metro Dr., Terrell, TX 75160
Phone: 972.524.6050 Fax: 972.524.7954
www.unifiedpowerusa.com

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Date: 5/5/2025

Tricia Massey
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tricia.massey@unifiedpowerusa.com



Valve Regulated Battery System (Sealed)

Annual/Semi-Annual Inspection

Attachment U300

The following is an outline of general items reviewed and evaluated by Unified Power during an Annual or Semi-Annual Battery PM Inspection of the battery plant. No Battery PM services will be performed on Holidays observed by Contractor. All inspections are designed to be performed during on-line operation. A review of all hardware and/or processes may not be applicable to all equipment models.

Annual/Semi-Annual Maintenance Inspection Includes:

- Measure and record the overall system float voltage, A/C ripple, and individual battery voltages.
- Record internal resistance, impedance, or conductance of batteries.
- Measure and record ambient temperature and all negative post temperatures and record any anomalies.
- Visually inspect conditions and appearance of the following:

- Main terminal connections, intercell/unit connectors, cables, and associated hardware.
- Cell/unit covers, containers, and post seals.
- Battery racks or cabinets and associated components and hardware.

Mechanicals and Housekeeping Review:

- With battery breaker open/off complete 100% battery post torque check on annual PM only
- Retorque all battery connections found to be beyond acceptable contact resistance values. Connection resistances remaining above acceptable limits should be analyzed to determine the effect of the increased resistance on connection integrity, remedy as required.
- Perform cleaning of accessible surfaces and surrounding areas.

Inspect the following:

- Float and equalize voltage settings.
- Operation of output current and voltage meters.
- General housekeeping of equipment.

Review of Customer maintained records and safety documentation:

- Check for warning/hazard labels and operation information placards.
- Inspect area for safety equipment if required.

Provide Customer with a written report:

- Describe condition of the batteries and any maintenance which Contractor deems necessary.
- Submit Report within 5 days

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tricia.massey@unifiedpowerusa.com



Preferred Time and Material Rates

Attachment U901

Preferred Time and material rates apply to remedial/emergency services performed by Unified Power engineers on contracted clients. Remedial service requiring emergency response for equipment failures is available 24 hours a day, 365 days a year. Rates do not apply to scheduled services, such as special testing, battery string replacement, or other specific services which are quoted on a fixed-price basis upon request. Contracted clients receive 15% off of standard labor rates and discounts off of parts list price.

Unified Powers Standard Terms Conditions apply for services performed. Rates are subject to change

Travel and Labor Rates *

Service Type	Regular Hours ¹	Off Hours ²	Holiday
UPS Services	\$172.00/Hour	\$265.00/Hour	\$370.00/Hour
DC/Electronic Services	\$172.00/Hour	\$265.00/Hour	\$370.00/Hour
Battery Services	\$140.00/Hour	\$220.00/Hour	\$290.00/Hour
Managed Service	As Proposed		
Expenses	Billed at Cost		
Auto Mileage	\$1.25 per Mile		
Materials//Parts	Current Pricing, FOB Shipping Point		
Same Day Response	Subject to availability, May be subject to Premium Charge		
Calculation of Charges	Portal to Portal		

* Minimum of 4 hours required for the services

1 Regular Hours : Monday - Friday from 8am to 5pm.

2 Off Hours : Monday - Friday and Weekends

Effective: 08/01/19



Unified Power
217 Metro Dr., Terrell, TX 75160
Phone: 972.524.6050 Fax: 972.524.7954
www.unifiedpowerusa.com

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ATLAS

CONSTRUCTION MATERIALS TESTING PROPOSAL FOR:

Diversion Center Driveway (Jefferson County)

Beaumont, TX

PREPARED FOR:

Mistey Reeves, CTCD, CTCM
Assistant Purchasing Agent
Jefferson County, Texas
Office (409) 835-8693
Cell (409) 781-2368

PREPARED BY:

Atlas Technical Consultants LLC
150 North 13th Street
Beaumont, TX 77702

May 5, 2025
Proposal No. 25-03872



May 5, 2025
Proposal #25-03872

Mistey Reeves, CTCD, CTCM
Assistant Purchasing Agent
Jefferson County, Texas
Office (409) 835-8693
Cell (409) 781-2368

Subject: Testing and Inspection Services for the Proposed Project:

**Diversion Center Driveway
3890 FM 3514
Beaumont, Texas 77705**

The enclosed cost proposal has been prepared for your review and evaluation. Atlas Technical Consultants, LLC (Atlas) appreciates the opportunity to submit this estimate to provide materials testing and inspection services on the above referenced project.

The estimate is based on our review of preliminary plans, specifications, similar projects, Jefferson County and City of Beaumont requirements. Due to a construction schedule not being available at the time of this estimate being prepared, the estimate is based on a presumed construction schedule. If the construction schedule does not follow Atlas estimated production rates and schedule, the quantities and number of trips required will vary. Please review the number of trips and quantities to ensure that each item follows your construction schedule/production rates. Variances from our estimate and your schedule/production rates will be billed at the indicated unit rates. The result may be a **decrease** or **increase** in the total testing and inspection costs. Scope of services for the project has been outlined below:

~Diversion Center Driveway - The Scope of Services includes 1) concrete testing and inspection, 2) soils inspection and testing. The scope may be adjusted based on the actual special inspection requirements. Costs will be dependent on the actual number of trips/time for testing and inspections.

SCOPE OF WORK

- **Concrete** Testing/inspection of concrete will be performed during the requested trips to the project site for placement of any parking lots, driveways, and sidewalks. One set of 4 concrete cylinders will be cast for each 50 cubic yards, or fraction thereof, of each concrete mix placed each day. "Special Inspection" of reinforcing steel and concrete is expected. Inspection of reinforcing steel will be performed prior to each concrete placement. **Please note testing of slump, air, and temperature are included within Atlas rate for "Concrete Inspector"**



- **Soils** Compaction testing will be performed during the requested trips to the project site for any required in-place subgrade, select fill, base, and stabilized materials. These tests will be performed at the rate of one test per every two thousand square feet or as directed by client/engineer/architect/. In addition, Atlas will coordinate with the jobsite inspector and/or superintendent to obtain samples for any additional moisture/density curves (Proctors) that may be needed.
- **Project Management** Management and engineer oversight will be provided as required to manage the project and prepare formal reports. All completed reports will be uploaded into the Metafield Portal for client access. Also, a PDF copy will be emailed to all recipients on the distribution list at the time of test completion. The project management services will generally include the following: attending project meeting, scheduling appropriate field personnel and providing oversight, processing of reports, reviewing project mix designs, reviewing construction documents, preparing invoices, and providing a communication link between project team members.

We propose to complete your project for the sum of \$5,840.00.

It is Atlas intention that our services will complement your efforts towards maintaining the highest standards of quality. Please let us know if you require additional information. We thank you for considering our firm and look forward to working with you on this project.

Respectfully submitted,

ATLAS TECHNICAL CONSULTANTS LLC

Sidney Errington

Sidney Errington
Business Development Manager



Accepted by:

Signature _____

Printed Name Jeff Branick, County Judge

Date _____

ATTEST _____

DATE 5/14/2025

JUST APPRAISED

SAAS SERVICES AGREEMENT

This SaaS Services Agreement ("Agreement") is entered into effective as of May 1, 2025 (the "Effective Date") between Just Appraised Inc., with a place of business at 2261 Market Street #4074, San Francisco CA, 94114 ("Company"), and the undersigned Customer ("Customer").

BACKGROUND

- A. Company provides one or more software-as-a-service applications designed to facilitate document processing (collectively, the "Platform").
- B. Company also provides support and maintenance services related to its platform, and may offer consulting, implementation and other professional services.
- C. Customer wishes to utilize the Platform and related services as provided herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the Parties hereto agree as follows:

1. PLATFORM ACCESS

1.1 Subject to the terms and conditions of this Agreement, Company hereby grants Customer and its Users a non-exclusive, non-transferable (except for permitted assignments under Section 9) right, during the Term (as defined below), to access and use the Platform solely for Customer's internal business purposes in accordance with the applicable Order Form. As used herein, "User" means an employee, representative, consultant, contractor or agent of Customer who is authorized to use the Platform and has been supplied a user identification and password by Customer (or by Company at Customer's request).

1.2 As used herein, "Order Form" means a quote, order form in substantially the form attached as Exhibit A, or other ordering document detailing the Customer's access to the Platform and any associated fees therefor and any transaction-specific terms and conditions. Upon mutual execution (or, in the case of quotes, confirmation and placement of the order by Customer), Order Form(s) will be governed by the terms and conditions hereof and are deemed incorporated herein by this reference. If the parties agree, an Order Form may be used in connection with, or in lieu of, an SOW (as defined below).

1.3 As part of the registration process, Customer will identify an administrative user name and password for Customer's Company account. Company reserves the right to refuse registration of, or cancel passwords it deems inappropriate. Customer may only allow that number of Users as is specified in the applicable Order Form(s) to use the Platform at any one time. Customer acknowledges that Company may include in its Platform functionality to track the number of active

Users and to disallow use by more than the authorized number of Users. Customer is responsible for all activities that occur under Customer's User accounts. Customer shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Platform, and shall promptly notify Company of any known unauthorized use. Customer will ensure that (a) all Users given access to the Platform have the right to access the information and Customer Data made accessible to them by Customer through the Platform and (b) any User granting Company access to any Customer Data has the right and authority to grant such access.

2. SUPPORT AND PROFESSIONAL SERVICES

2.1 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the Company's standard practice.

2.2 In connection with Customer's use of the Platform, Company and Customer may agree in an Order Form and/or a separate mutually executed Statement of Work (an "SOW") upon training, implementation, consulting or other professional services to be performed by Company (collectively the "Professional Services"). Customer agrees to provide Company with any required Customer materials needed for Company to perform the Professional Services, and hereby grants Company a royalty-free, non-exclusive, worldwide license to use such materials for the sole purpose of enabling Company to perform the Professional Services. Company will use commercially reasonable efforts to meet any schedules set forth in an SOW or Order Form, and Customer agrees to cooperate in good faith to allow Company to achieve completion of such Professional Services in a timely and professional manner. If achievement of any particular milestone is dependent upon performance of tasks

by Customer or by a third party outside of Company's control, any projected dates for accomplishing such milestones will be approximately adjusted to reflect any changes in such tasks. Company retains all right, title and interest in and to (i) anything it uses or develops in connection with performing Professional Services for Customer, including, among other things, software, tools, specifications, ideas, concepts, inventions, processes, techniques, and know-how and (ii) anything it delivers to Customer during the course of performing Professional Services (collectively, "Deliverables") ((i) and (ii) being collectively referred to herein as the "Professional Services IP"), unless otherwise specified in the applicable Order Form or SOW. Company hereby grants to Customer and its Users, a non-exclusive, non-transferable (except for permitted assignments under Section 9), worldwide, royalty-free, limited-term license to use the Deliverables during the Term solely in conjunction with Customer's use of the Platform. Customer may not copy, modify, or otherwise create derivative works of any Deliverables without Company's prior written consent in each case.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Customer and its Users will not, directly or indirectly, (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Platform or any software, documentation or data related to the Platform ("Software"); (ii) modify, copy, translate, or create derivative works based on the Platform or any Software (except to the extent expressly permitted by Company or authorized within the Platform); (iii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make the Platform available to any third party, except for Users; (iv) use the Platform to send spam or unsolicited messages, collect data regarding others without their consent, transmit unlawful, immoral, libelous, tortuous, infringing, defamatory, threatening, vulgar or obscene material or material harmful to minors, transmit viruses or other harmful computer code; (v) attempt to interfere with or disrupt the performance of the Platform or the data contained therein; (vi) attempt to gain unauthorized access to the Platform or networks related to the Platform; (vii) interfere with another's use of the Platform; (viii) create "links" to or from the Platform, or "frame" or "mirror" any of Company's content; (ix) use the Platform in any manner or for any purpose that is unlawful under applicable laws; (x) access the Platform to build a competitive service, reproduce features of the Platform, or resell the Platform; or (xi) remove any proprietary notices or labels from the Company IP (as defined below).

3.2 Further, Customer may not remove or export from the United States or allow the export or re-export of the Platform, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any

other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement

3.3 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Platform, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

4. CONFIDENTIALITY; PROPRIETARY RIGHTS

4.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Platform or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

4.2 During the Term, Customer will provide, or otherwise make available, to Company the Customer Data. As used herein, "Customer Data" means all data and other information that is provided to Company through Customer's use of the Platform or is otherwise made available to Company by Customer (or at the direction of Customer). Customer Data may be provided or made available to Company directly by Customer or indirectly by authorizing Customer's third-party vendors to provide such Customer Data to Company. Customer hereby grants to Company a non-exclusive, non-transferable, non-sublicenseable, royalty-free, paid-up, revocable, perpetual license to use, copy,

execute, reproduce, display, perform, disclose, distribute and prepare derivative works of the Customer Data for the purposes of (i) providing the Platform and Professional Services to Customer, and (ii) to improve and develop the Platform, Professional Services and Company's other products and services. Customer represents and warrants that it has all necessary rights, consents, approvals and authorizations to collect, process, disclose, license, use and give Company access to the Customer Data as contemplated by this Agreement.

4.3 Company shall own and retain all right, title and interest in and to (a) the Platform and Software, all improvements, enhancements, derivative works, or modifications thereto, (b) all Professional Services IP, (c) any data that is based on or derived from the Customer Data (including derivative works of the Customer Data), and (d) all intellectual property rights related to any of the foregoing (collectively, the "Company IP").

4.4 Notwithstanding anything to the contrary, the Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Platform and Professional Services rendered to Customer and related systems and technologies (including, Customer Data and data derived therefrom), and Company will be free (during and after the Term as applicable) to use and disclose such information and data (a) to improve and enhance the Platform, and (b) for other development, improvement, diagnostic and corrective purposes in connection with providing the Platform and other Company offerings to Customer and to third parties.

4.5 During the Term, Customer may provide Company with feedback concerning the Platform and/or Professional Services, or Customer may provide Company with other comments and suggestions for new products, features, or improvements (collectively, "Feedback"). Customer acknowledges that Company will own all right, title, and interest in and to the Feedback, and Customer hereby irrevocably transfers and assigns to Company all of its right, title and interest in such Feedback, including all intellectual property rights therein. At Company's request and expense, Customer agrees to execute documents or take such further actions as Company may reasonably request to help Company acquire, perfect, and maintain its rights in the Feedback. All Feedback provided by Customer to Company shall be provided on an "as is" basis with no warranty. For the sake of clarity, Customer is not obligated to provide Company with any Feedback under this Agreement.

5. PAYMENT OF FEES

5.1 Customer will pay Company the then applicable fees described in the Order Form(s) and SOW(s) for the Platform and Professional Services in accordance with the terms therein (the "Fees"). License Fees (as defined in the applicable Order Form) will be invoiced annually promptly following the start of the Initial Term (as defined in the applicable Order Form) and each annual anniversary thereof, and such invoices will be paid in

accordance with Section 5.2 below. Unless an Order Form of SOW provides otherwise, any initial Implementation Fees, Training Fees and/or Integration Fees (collectively, "Professional Services Fees") specified in the Order Form or an SOW will be invoiced promptly following the Effective Date of the applicable Order Form and/or SOW and will be paid in accordance with Section 5.2 below. Any subsequent Professional Services Fees will be invoiced and paid in accordance with the applicable Order Form and/or SOW If Customer's use of the Platform exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term (as defined in the applicable Order Form) or then current Renewal Term (as defined in the applicable Order Form), upon thirty (30) days prior notice to Customer (which may be sent by email), provided that such increases shall not exceed any limitations on increases specified in the Order Form. If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

5.2 Full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Platform other than U.S. taxes based on Company's net income.

6. TERM AND TERMINATION

6.1 The term of this Agreement will begin on the Effective Date and, unless terminated earlier as provided herein, will continue in effect for so long as there is an Order Form or SOW outstanding (the "Term"). Each Order Form (including Customer's obligation to pay the applicable License Fees) will automatically renew as set forth therein. Neither SOWs nor those portions of Order Forms that Customer uses to order Professional Services will automatically renew.

6.2 In addition to any other remedies it may have, either party may also terminate this Agreement (or an Order Form or SOW) with written notice (or without notice in the case of nonpayment) if the other party materially breaches any of the terms or conditions of this Agreement (or an Order Form or SOW) and does not cure such breach within thirty (30) days of receiving written notice of such breach from the other party. Customer will pay in full for the Platform up to and including the last day on which the Platform is provided.

6.3 Sections 4, 5, 6.3 and 7-9 will survive expiration or termination of this Agreement for any reason.

7. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Platform in a manner which minimizes errors and interruptions in the Platform and shall perform the Professional Services in a professional and workmanlike manner. The Platform may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE PLATFORM. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE PLATFORM AND PROFESSIONAL SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE PLATFORM UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of Texas without regard to its conflict of laws provisions. In the event of a conflict between this Agreement and any Order Form or SOW, the Order Form or SOW will supersede. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, authorized representatives of the undersigned have executed this Agreement effective as of the Effective Date.

JUST APPRAISED INC.

By: 
Name: Travis Noll
Title: COO

CUSTOMER: JEFFERSON COUNTY CLERK

By: 
Name: Jeff Branick
Title: County Judge



ATTEST 
DATE 5/14/2025

EXHIBIT A

JUST APPRAISED

SAAS SERVICES ORDER FORM (AUTOINDEXING)

This Order Form is effective as of May 1, 2025 (the "Order Form Effective Date") and is governed by the terms and conditions of the SaaS Services Agreement entered into by Just Appraised Inc. and the undersigned customer on May 1, 2025 (the "Agreement"). By signing this Order Form, Customer expressly agrees to be bound by the terms of conditions of the Agreement, which are incorporated herein by reference. Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Agreement. If there is an inconsistency or conflict between the terms of the Agreement and the terms of this Order Form, the terms of this Order Form shall govern.

Customer: Jefferson County Clerk, Texas	Contact: Roxanne Acosta-Hellberg
Address: 525 Lakeshore Dr #1, Port Arthur, TX 77640, United States	Phone: 409-835-8480
	E-Mail: roxanne.acosta-hellberg@jeffersoncountytexas.gov
Initial Term One Fee: \$17,050, to be invoiced in a single lump sum upon go-live of the software solution. Implementation Fees: \$6,250 Professional Services Fees to be invoiced in a single lump sum on the Order Form Effective Date and paid in accordance with Section 5.2 of the Agreement. Service Capacity will not exceed 15,000 documents per year.	Initial Term One: May 1, 2025 through September 30, 2025.

JUST APPRAISED INC.

By: 
Name: Travis Noll
Title: COO
Date: May 7, 2025

CUSTOMER: JEFFERSON COUNTY CLERK *Judge*

By: 
Name: Jeff Branick
Title: County Judge
Date:



ATTEST
DATE


5/14/2025

EXHIBIT B

JUST APPRAISED

SAAS SERVICES STATEMENT OF WORK (AUTOINDEXING)

This Statement of Work ("Statement of Work" or "SOW") is made as of May 1, 2025 (the "SOW Effective Date"), by and between Jefferson County Clerk ("Customer") and Just Appraised Inc. ("Company") pursuant to the terms and conditions of the SaaS Services Agreement dated May 1, 2025 as amended from time to time (the "Agreement"). This SOW shall be subject to the terms and conditions of the Agreement and is hereby incorporated by reference into the Agreement. Capitalized terms used but not defined in this SOW have the same meanings as provided in the Agreement. Customer and Company are sometimes referred to herein each individually as a "Party" and collectively as the "Parties."

Pursuant to the terms and conditions of the Agreement, and for good and valuable consideration, the adequacy and receipt of which are acknowledged by the Parties, the Parties agree as follows:

1. GENERAL TERMS AND DEFINITIONS

1.1 Contact Information.

Company (Just Appraised Inc.): 2261 Market Street #4074, San Francisco CA, 94114

Customer (Jefferson County Clerk): 525 Lakeshore Dr #1, Port Arthur, TX 77640, United States

1.2 Service Location Information. Company will perform the Professional Services remotely.

1.3 Clerk/Recorder/Registrar System: the main system of record used by Customer's Clerk/Recorder/Registrar, where official records are maintained. Clerk/Recorder/Registrar uses GovOS.

2. SCOPE OF SERVICES

2.1 Overview.

Company will work with Customer to provision Company's Autoindexing application via Company's Platform, in order to facilitate document processing for Customer.

Within this Statement of Work, Company will work with Customer to:

- Understand Customer's needs and identify any customizations needed to Platform (Phase 1);
- Review customizations with Customer, conduct User Acceptance Testing, and complete the roll out of the application (Phase 2).

Completion dates and milestones in this SOW are contingent on Customer's i) timely and substantive participation in all activities described, ii) timely provision of access to all systems and databases as requested, and iii) access to qualified, authorized personnel who can provide all necessary guidance to Company's implementation team with respect to workflows and requirements. Substantial changes to scope beyond what is described in this section will require Company review and may require an amendment to this SOW along with additional fees and/or changes to implementation timeline.

2.2 Data Exchange Mechanisms.

The following ongoing data exchange mechanisms are covered under this Statement of Work:

#	Item	Agreed Upon Method
1	Transfer of document images from Customer's recording and indexing database to Company	Company to use the existing GovOS API to access document images.
2	Transfer of data for a single document's indexing information from Company to Customer's recording and indexing database	Company to use the existing GovOS API to update the GovOS application with indexing information.

Customer agrees to the above methods. Substantial changes to scope beyond what is described in this section will require Company review and may require an amendment to this Statement of Work along with additional fees and/or changes to implementation timeline.

Customer shall provide a name and point of contact from Customer's recording and indexing System Provider at the request of Company.

2.3 Document Data Extraction

Company's Platform automates data extraction from scanned images of recorded documents. Extracted data and flags will include only:

Legal Description Grantor Name(s) Grantee Name(s)	Grantee Address Sale Date Sale Consideration
---	--

2.4 Description of Phase I.

Phase I begins on the SOW Effective Date with completion expected within six (6) weeks. Key milestones include:

- Holding a kickoff meeting (attendees: Indexing Manager, Indexing User, IT Representative, Clerk's Office Representative, Company launch team). Agenda:
 - Meet key stakeholders
 - Discuss objectives for Platform
 - Discuss Customer systems and how Platform will integrate with Customer systems:
 - IT access: system architecture, IP addresses, permissions
 - Clerk Document and Indexing Software: Customer to provide the name of Customer's system of record
 - Discuss timeline and milestones; any gating Customer approvals. Assigning a launch window
- Holding training sessions with a generic instance of Platform (attendees: Indexing Manager, Indexing User, Company launch team). Agenda:
 - Introducing day-to-day users to a generic instance of Platform so they can learn how the Platform works and make more informed customization decisions
- Indexing process discussion (attendees: Indexing Manager, Indexing User, Company launch team). Agenda:
 - Understand which Customer systems are involved in indexing
 - Understand how documents are indexed

- Understand how documents are routed between team members, if applicable
 - Understand which stakeholders are involved at each step in indexing
- Business rules conversation (attendees: Indexing Manager, Indexing User, Company launch team). Agenda:
 - Understand how indexing data is handled within Customer systems (e.g. how are names formatted: LAST FIRST vs FIRST LAST, etc.)
- Document Type Agreement
 - Customer and Company will agree upon a reasonable subset of all recorded documents that represent a majority of document volume for the roll out of Company's Platform
- Clerk System system walkthrough (attendees: indexing Manager, indexing User, IT Representative if needed, Company launch team). Agenda:
 - Understand how data is updated within Customer's recording and indexing system as indexing data goes through Customer's existing process
 - Depending on Customer recording and indexing system setup, this may require a database trace, a detailed step-by-step examination of how changes in the recording and indexing system UI correlate to changes in the indexing database. This will require permissions and access to be provided by the IT Representative
- Creation and Customer approval of a solutions document to conclude Phase 1 (participants: Indexing Manager, Indexing User, IT Representative, Company launch team). The solutions document will describe:
 - Customer's existing indexing process
 - How Customer's indexing workflow will be automated in Platform, including detailed descriptions of data types, fields, and configurations
 - Extracted data, to include:
 - Legal Description
 - Grantor Name(s)
 - Grantee Name(s)
 - Grantee Address
 - Sale Date
 - Sale Consideration
 - How Platform output will be reflected in Customer's recording and indexing system database
 - Note: Updating additional systems apart from Customer's primary recording and indexing system is out of scope of this SOW
 - Configuration of the Platform, to include connections to tools to:
 - Provide client-side analytics (i.e. user bounce rate, etc.)
 - Monitor Platform performance (i.e. slow page loads, etc.)
 - Monitor errors (i.e. identifying specific information about bugs automatically, etc.)
 - Manage logs (i.e. compliance with log requirements, etc.)
 - Note: Tools may include externally hosted industry-standard services

2.5 Description of Phase 2.

Phase 2 begins upon Customer approval of a solutions document, which concludes Phase 1. Completion of Phase 2 is expected within six (6) weeks. Key activities for Phase 2 include:

- External Design Review meetings (attendees: Indexing Manager, Indexing User, Company launch team). Agenda:
 - Present customizations to Platform per approved solutions document
 - Gather feedback from Customer stakeholders
 - Company to iterate on customizations to Platform as needed
- Conduct User Acceptance Testing (participants: Indexing Manager, Indexing User, IT Representative, Company launch team). Activities:
 - Activate Platform integration to Customer recording and indexing system
 - Test Platform workflows with data from Customer recording and indexing system
 - Customer to indicate final acceptance of Platform as implemented for Customer's workflow
- Launch of Platform for use with live data to conclude Phase 2
- Subsequent to Phase 2, Company will conduct:

- Review of recording and indexing database updates to confirm Platform is working per solutions document
- Daily check-in meetings with Customer users of the Platform for 1-2 weeks after launch,
- Weekly check-in meetings with Customer users of the Platform for 4-6 weeks after that,
- Monthly check-in meetings with Customer thereafter.

2.6 Scope Limitations

The following are not included in the scope of this Statement of Work:

- Extraction, from documents, of any data fields not explicitly listed in Section 2.3 is out of scope
- Triggering actions within Customer's Recording and Indexing System system (e.g. generate mailing letters, recalculate) is out of scope
- Updating additional systems apart from Customer's primary Recording and Indexing System is out of scope
- Conversion to a new Indexing and Recording system (should customer require assistance, a Change Order can be requested)
- Single Sign On Capabilities

3. **TECHNICAL REQUIREMENTS**

3.1 Requirements

This SOW includes an integration into Customer's recording and indexing system. In general, Company requires access to a pre-production or "sandbox" environment for testing prior to deploying Platform in a production environment.

In the event Customer uses an on-premise recording and indexing system, the following are required to successfully execute the integration:

- Access to the GovOS API

Please note: Platform requires connections to tools to: provide client-side analytics (e.g. user bounce rate, etc.), monitor Platform performance (e.g. page load time, etc.), monitor errors (e.g. automatically identify specific information about bugs, etc.), and manage logs. These tools may include externally-hosted industry-standard services.

3.2 CSOR Company Requirements

Customer agrees to be actively engaged in requesting timelines and updates from CSOR Provider, as needed based on input from Company. Customer acknowledges that timelines for successful delivery of this project depend on active participation from Customer and CSOR Provider. Customer agrees to participate in weekly check in meetings with Company and CSOR Provider, should Company request such meetings.

4. **FEES AND PAYMENT**

As consideration for the Professional Services provided by Company under this SOW, Customer shall pay Company the Professional Services Fees specified in the Order Form. Such fees shall be invoiced and paid in accordance with Section 5 of the Agreement. This price reflects an early-adopter price for Customer in exchange for being a reference to any new potential clients.

5. SOW TERM

The term of this SOW begins on the SOW Effective Date and shall continue through September 30, 2025.

[Signatures Appear on Following Page.]

By signing below, the Parties acknowledge and agree to all of the terms and conditions of this SOW, including the scope and timeframe of the work identified herein.

IN WITNESS WHEREOF, authorized persons representing each Party have executed this Statement of Work as of the SOW Effective Date.

JUST APPRAISED INC.

By: 

Name: Travis Noll

Title: COO

Date: May 7, 2025

CUSTOMER: JEFFERSON COUNTY CLERK ^{Judge}

By: 

Name: Jeff Branick

Title: County Judge

Date:



ATTEST 
DATE 5/14/2025

EXHIBIT C

Termination for Appropriation of Funds

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement are at any time not forthcoming or are insufficient, through failure of the governing body to appropriate funds, then the Customer will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving prior written notice documenting the lack of funding.

Customer will provide at least thirty (30) days advance written notice of such termination. The Customer will use reasonable efforts to ensure appropriated funds are available. Notwithstanding the above, both parties agree that the sole outcome of this clause is to allow the Customer to terminate the Agreement upon the Effective Date of Initial Term One and any subsequent Renewal Terms when the subscription billing commences and for the sole reason of Non-Appropriation of funds.

JUST APPRAISED INC.

By: 

Name: Travis Noll

Title: COO

Date: May 7, 2025

CUSTOMER: JEFFERSON COUNTY CLERK

By: 

Name: Jeff Branick

Title: County Judge

Date:



ATTEST 
DATE 5/14/2025

525 Lakeshore Drive
Port Arthur, Texas 77640



(409) 983-8325 Phone
(409) 989-3680 Fax

Joseph L. Guillory II
Justice of The Peace
Precinct Two

TO: **Ms. Fran Lee / County Auditor**

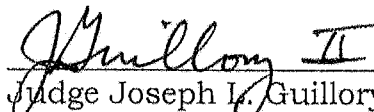
FROM: **Judge Joseph L Guillory II, JUSTICE OF THE PEACE PCT2**

DATE: **May 7th, 2025**

RE: **ACCOUNT BUDGET TRANSFER**

Good morning Ms. Fran, this is a request to transfer **\$600.00** from our **Postage Account # 120-2043-412.40-52** to our **Minor Equipment Account # 120-2043-412.30-48**, to complete the purchase of a 65" TV and a portable rolling TV Stand for the Courtroom.

Respectfully,



Judge Joseph L. Guillory II
Justice of the Peace, Pct. 2
Jefferson County, Texas



BRANDON WILLIS

Commissioner
Precinct #1

Jefferson County Courthouse
1149 Pearl Street
4th Floor
Beaumont, Texas 77701
(409) 835-8441

China Service Center
20205 W. Hwy 90
China, TX 77613
(409) 434-5430

MEMORANDUM

TO: Fran Lee & Rebekah Patin, Auditing
FROM: Lori Fountain Pct. #1 Road and Bridge
DATE: 05/07/2025
RE: Funds Transfer – Agenda Item

Transfer from Acct. #	111-0102-431.30-15	Cement, Concrete, etc.		\$ 70,850.
Transfer to Acct. #	111-0109-431.60-42	Capital-Trucks & Trailers	\$ 70,850.	

This transfer request is necessary to purchase a diesel work truck (Quote attached).

Please put this on the agenda for next commissioner's court.

Thank you for your consideration.
Lori



ford.com

VEHICLE DESCRIPTION

SUPER DUTY

2025 F250 SRW 4X4 CREW CAB
 XLT 160" WB STYLESIDE
 6.7L POWER STROKE V8 DIESEL
 10-SPEED AUTO TORQSHIFT

SE **C16458**

EXTERIOR
 OXFORD WHITE
 INTERIOR
 MEDIUM DARK SLATE CLOTH

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE**EXTERIOR**

- FOG LAMPS
- HEADLAMPS - AUTO HIGH BEAM
- HEADLAMPS - AUTOLAMP (ON/OFF)
- TOW HOOKS
- TRAILER BRAKE CONTROLLER
- TRAILER SWAY CONTROL
- TRAILER TOW MIRRORS

INTERIOR

- 120V OUTLET
- 1 TOUCH UP/DOWN DR/PASS WIN
- AIR COND, MANUAL FRONT
- CLOTH SUN VISORS
- CLTH SEATS W/8-WAY PWR DRV
- OUTSIDE TEMP DISPLAY
- PARTICULATE AIR FILTER
- POWER LOCKS AND WINDOWS
- STEERING TILT/TELESCOPE, CRUISE & AUDIO CONTROLS
- UPPER GLOVEBOX STORAGE

FUNCTIONAL

- FORDPASS™ CONNECT 5GWI-FI HOTSPOT TELEMATICS MODEM
- HILL START ASSIST
- MONO BEAM COIL SPRING FRT SUSPENSION W/STAB BAR
- PRE-COLLISION ASSIST W/AEB
- REAR VIEW CAMERA
- REMOTE KEYLESS ENTRY
- SYNC®4

SAFETY/SECURITY

- ADVANCETRAC™ WITH RSC®
- AIRBAGS - SAFETY CANOPY®
- BELT-MINDER CHIME
- DRIVER/PASSENGER AIR BAGS
- SECURE PKG 1 YR INCLUDED
- SOS POST-CRASH ALERT SYS™

WARRANTY

- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST
- 5YR/100,000 DIESEL ENGINE

INCLUDED ON THIS VEHICLE

(MSRP)

OPTIONAL EQUIPMENT/OTHER

PREFERRED EQUIPMENT PKG.603A	
6.7L POWER STROKE V8 DIESEL	10,495.00
10-SPEED AUTO TORQSHIFT	NO CHARGE
LT275/70R18E BSW ALL TERRAIN	265.00
3.31 ELECTRONIC-LOCKING AXLE	430.00
TEXAS/OKLAHOMA EDITION	
FRONT LICENSE PLATE BRACKET	NO CHARGE
FX4 OFF-ROAD PACKAGE	495.00
.SKID PLATES	
6" ANGULAR BRHT ANDZD STEP BAR	695.00
10000# GVWR PACKAGE	
ENGINE BLOCK HEATER	190.00
50 STATE EMISSIONS	NO CHARGE
BACKGLASS DEFROST	60.00
SPARE TIRE AND WHEEL	NO CHARGE
JACK	
LED BOX LIGHTING	60.00
UPFITTER SWITCHES	165.00
DUAL BATTERY	NO CHARGE
CLOTH 40/CONSOLE/40 SEAT	300.00

PRICE INFORMATION

(MSRP)

BASE PRICE	\$55,700.00
TOTAL OPTIONS/OTHER	13,155.00
TOTAL VEHICLE & OPTIONS/OTHER	68,855.00
DESTINATION & DELIVERY	1,995.00

RAMP ONE

TOTAL MSRP \$70,850.00

UC DY 8 Redistribution Payment and IGT Call - Jefferson LPPF

From Caroline Simpson <caroline@ahcv.com>

Date Thu 5/1/2025 11:22 AM

To 'Rebekah.Patin@jeffcotx.us' <'Rebekah.Patin@jeffcotx.us'>; Fran Lee <Fran.Lee@jeffersoncountytexas.gov>

Cc Kimberly Lam <Kimberly@ahcv.com>; Justin Flores <justin@ahcv.com>; Sherra Mershon <smershon@ahcv.com>

 1 attachment (229 KB)

DY8 Redistribution UC IGT Alloc Model - Jefferson LPPF.xlsx;

Caution! This message was sent from outside your organization.

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

Hello, Jefferson Team,

As you know, the upcoming UC DY 8 Redistribution Payment IGT is taking place on **Thursday, May 15th, 2025**. Accordingly, the hospitals participating within the Jefferson LPPF would like to request the following IGT amount noted below. (Please review the accompanying allocation.)

UC DY 8 Redistribution IGT – total requested IGT amount \$667,978.40

HHSC requires this amount to be entered into TexNet no later than the close of business **5/15/2025** with a settlement date of **5/16/2025**. These funds will need to be placed in the "**UC Hospital**" Bucket. Upon successful completion of the IGT, please submit the PDF of the TexNet trace sheet and allocation form to PFD_UC_Payments@hhs.texas.gov.

AHCV also kindly requests to be copied on the TexNet trace sheet submission to HHSC on or before the deadline noted above.

Please do not hesitate to contact us with any questions.

Best Regards,

Caroline Simpson | Senior Financial Analyst

Adelanto Healthcare Ventures, L.L.C.

Mobile: 270-991-6430

Web: www.ahcv.com

Email: caroline@ahcv.com

174 Saundersville Road, Suite 503 & 504.

Hendersonville, TN 37075

From: Texas Health and Human Services Commission <txhhs@public.govdelivery.com>

Sent: Thursday, April 24, 2025 1:02 PM

Subject: UC DY 8 Redistribution Payment and IGT Call

CAUTION EXTERNAL EMAIL: This email originated from an external email address. Do not click links, open attachments, or share information unless you recognize the sender and know the content is safe.



UC DY 8 Redistribution Payment and IGT Call

HHSC has identified additional funds available for Uncompensated Care (UC) Demonstration Year (DY) 8 (Federal Fiscal Year 2019), totaling approximately \$112 million, all funds. These additional funds result from recoupments from overpaid providers that have now been collected.

To fund this payment, an additional Intergovernmental Transfer (IGT) is required, which will be collected based on these Federal Medical Assistance Percentages (FMAP):

- 58.19% for Oct. 2018 through Aug. 2019.

Additional payments and IGT are included in the "UC DY 8 Redistribution" tab of the UC DY 8 Final Reconciliation Redistribution File. The IGT file is updated as of Feb. 28, 2025. It is available for review on the [Provider Finance Department \(PFD\) website](#), under the "UC Redistribution Files" heading.

If the payments are not fully funded, HHSC may be required to adjust payments proportionately.

To ensure that all government entities receive this notification, HHSC strongly encourages providers to send this information to any government entity submitting IGT on their behalf.

Below are the pertinent dates associated with the UC Redistribution payment:

- May 15: Last date to schedule a transfer in TexNet.
- May 16: IGT settlement date.
- May 26: State-owned Hospitals submit their Journal Entry.
- May 30: State-owned Hospitals Payments Processed.
- May 30: Payments Expected to Providers.

Late IGTs will not be accepted.

Select the UC bucket in TexNet when entering your IGT. Send a screenshot or a PDF copy of the confirmation or trace sheet from TexNet, or an email with the

confirmation number, to the [PFD UC Payments team](#). Additional information regarding the TexNet process can be found on the [Comptroller's website](#).

State-owned hospitals must send a copy of their Journal Entry (JE) to the [PFD UC Payments team](#).

Include the names, phone numbers, and email addresses of two contacts in case HHSC has any questions regarding the TexNet or JE received.

Email any questions regarding the Uncompensated Care (UC) payment process to the [PFD UC Payments team](#).

Email any questions regarding the Uncompensated Care (UC) calculation to the [PFD Hospital Services Team](#).

You have subscribed to get updates about Texas Health and Human Services (HHS). For more information about HHS, [please visit our website](#).

Stay Connected

☐ ☐ ☐ ☐ ☐ (en español)

Subscriber Services

[Manage Preferences](#) | [Unsubscribe](#) | [Help](#)

This email was sent to spatrick@ahcv.com using govDelivery Communications Cloud on behalf of: Texas Health and Human Services Commission · 707 17th St, Suite 4000 · Denver, CO 80202

govDELIVERY 

FFY25 HARP Final - Jefferson LPPF

From Caroline Simpson <caroline@ahcv.com>

Date: 5/7/2025 2:21 PM

To: Rebekah.Patin@jeffcotx.s'; <'Rebekah.Patin@jeffcotx.s'; > Fran Lee <Fran.Lee@jeffersonco ntytx.gov>

Cc: stin Flores <j stin@ahcv.com>; Kimberly Lam <kimberly@ahcv.com>; Alex R ssell <alex@ahcv.com>; Zach Ervin <zervin@ahcv.com>; Sherra Mershon <smershon@ahcv.com>

1 attachment (276 KB)

FFY25 HARP Final IGT Alloc Model - Jefferson LPPF.xlsx

Hello, Jefferson County Team,

As you know, the upcoming HARP FFY25 Final IGT is taking place on **Thursday, May 15th, 2025**. Accordingly, the hospitals participating in the Jefferson LPPF would like to request the following IGT amount noted below. (Please review the accompanying allocation.)

FFY25 Final – total requested IGT amount \$823,498.67

HHSC requires this amount to be entered into TexNet no later than the close of business 5/15/2025 with a settlement date of 5/16/2025. These funds will need to be placed in the "HARP Private" bucket. Upon successful completion of the IGT, please submit the PDF of the e TexNet Trace Sheets and allocation forms to hhsctfdharpayments@hhs.texas.gov.

AHCV also kindly requests to be copied on the TexNet submission to HHSC on or before the deadline noted above.

Please do not hesitate to contact us with any questions.

Best Regards,

Caroline Simpson | Senior Financial Analyst
Adela eal hcare Ve ures, L.L.C.

Mobile: 270-99 -6430

Web: www.ahcv.com

Email: carli@ahcv.com

74 Saundersville Road, Suite 503 & 504
Hendersonville, TN 37075 1

ATTACHMENT I
PROJECT ATTESTATION AND AUTHORIZATION

The County-Based Community Collaborative Members (“Collaborative Members”) and Real Property Owner (“Owner”), undersigned below, attest and authorize the following:

1. The Health and Human Services Commission (“HHSC”) and Spindletop MHMR Services d/b/a Spindletop Center (“Grantee”) are entering into HHSC Grant Agreement Contract No. HHS001416000012 (“Grant Agreement”) to establish a one-time community mental health program for County-Based Community Collaboratives, and HHSC is awarding funding to support the construction of a Jail Diversion Facility.
2. Real property, equipment, and intangible property (“Property”) that have been acquired, constructed, or improved with HHSC-awarded funds under the Grant Agreement for the beneficiaries of the project or program under which the Property was improved will be held in trust, and the Collaborative Members and Owner have authorized the Grantee to act as the Trustee of the Property for the purposes of the Grant Agreement.
3. The Trustee shall record appropriate notices of record, to include Notice of State Interest, with the local County Clerk to indicate that personal or real property has been acquired or improved with HHSC-awarded funds, if requested by HHSC.
4. The Trustee cannot sell or otherwise lease the Property acquired, constructed, or improved with HHSC-awarded funds under the Grant Agreement to another entity without the express written approval of HHSC.
5. Receipt of HHSC-awarded funds under the Grant Agreement creates use restrictions regarding the Property. Collaborative Members and the Owner agree not to divest the State’s interest in the grant funds provided by HHSC as long as the facility is used for its originally authorized purpose.
6. Property acquired, constructed, or improved with HHSC-awarded funds must be operated for its intended purpose, as a locally controlled asset, as defined in the Texas Comptroller for Public Accounts, Fiscal Management Office, SPA Process Guide, until such Property has met depreciation guidelines established for buildings and building improvement suggested lives, or ten (10) years from the date the facility is operational, whichever is greater.
7. If the Trustee contracts, leases, or otherwise allows another entity to operate the Property, the Trustee must require Property operation as stated in item 6 above.
8. If a change in state or federal law, regulation, policy, or policy interpretation occurs that materially changes or affects the intended operation the Property acquired, constructed, or improved with HHSC-awarded funds under the Grant Agreement, Grantee may request HHSC modify the Grant Agreement’s terms to accommodate such change. Upon receipt of such request, HHSC shall negotiate in good faith with the Grantee to explore the

ATTACHMENT I
PROJECT ATTESTATION AND AUTHORIZATION

feasibility of modifying the Grant Agreement's terms to ensure the continued effective operation in accordance with the changed or affected legal or regulatory requirements. Any modification to the Grant Agreement's terms shall be subject to mutual agreement and shall be in writing.

SIGNATURE PAGE FOLLOWS

ATTACHMENT I
PROJECT ATTESTATION AND AUTHORIZATION

SPINDLETOP MHMR SERVICES D\B\A
SPINDLETOP CENTER

JEFFERSON COUNTY, TEXAS ("OWNER")

By: Holly Borel

By: _____

Printed Name: Holly Borel

Printed Name: _____

Title: Chief Executive Officer

Title: _____

Date of Signature: 5/6/2025

Date of Signature: _____



PREFERRED

FACILITIES GROUP - USA

April 29, 2025

Mailing Address:
PO Box 20658
Beaumont, TX 77720-
0658

(409) 842-8293
(409) 842-2274
pfg@pfg-usa.com
pfg-usa.com

Mistey Reeves
Jefferson County
1149 Pearl
Beaumont, TX 77701

Project: "Jefferson County Diversion Center"

Subject: "Change Order Proposal"

Job Order Contracting

Dear Reeves

Co-Op Purchasing
Agreements

We are pleased to submit our proposal utilizing our 728-24 Buy Board Texas Contract based on local CCI and coefficient of .89.

Proposal Recap:

Indefinite Delivery,
Indefinite Quantity - IDIQ

- Disconnect lighting and electrical items and make safe.
- Support existing conduits for future use.
- Demo all existing ceilings including (1) layer of drywall, (1) layer of plywood and associated supports.
- Support existing skylight tubing
- Provide all necessary equipment

Multiple Award
Construction Contracts -
MACC

**** Ductwork to remain****

Task Order Contracts
TOC

Construction
Management – Agent or
At-Risk

Proposal Cost	\$ 64,331.42
Bond	\$ 1608.28
Total Cost	\$ 65,939.70

Design Build

Government

We estimate approximately **Thirty (30)** working days to complete. We explicitly exclude all liquidated damages for this project due to market volatility and supply chain challenges.

Commercial

Education

Our estimate is based on our interpretation of the project as presented to us. Our scope is limited to the line items broken down into individual tasks of work and developed based upon the Unit Price Book rate as modified by the city cost adjustment and our Coefficient. All pricing for the required line-item estimate is derived from the current calendar year RSMeans Facilities Construction Cost Data Book with Updates.

Industrial

Infrastructure

This Proposal contains confidential and proprietary information that is intended only for the use of Jefferson County and is not to be shared, copied, or disseminated in any way. The information includes all attachments, drawings,

Communications

Corporate/Retail

sketches, and proposed product selections and must be kept confidential. This information shall be used for the sole purpose of evaluating this Proposal and

Assembly

Southeast Texas

Deep East Texas

Central Texas

Texas Gulf Coast





PREFERRED

FACILITIES GROUP - USA

Mailing Address:
PO Box 20658
Beaumont, TX 77720-
0658

(409) 842-8293
(409) 842-2274
pfg@pfg-usa.com
pfg-usa.com

Job Order Contracting

Co-Op Purchasing
Agreements

Indefinite Delivery,
Indefinite Quantity - IDIQ

Multiple Award
Construction Contracts -
MACC

Task Order Contracts
TOC

Construction
Management – Agent or
At-Risk

Design Build

Government

Commercial

Education

Industrial

Infrastructure

Communications

Corporate/Retail

Assembly

must not be used for any other purpose without the explicit consent of Preferred Facilities Group – USA.

Once the quantities of work and price are approved, the Individual Job Order becomes a fixed-price lump sum contract.

This pricing is based on initiating the project on Friday morning, with the demolition expected to be completed by Sunday night. Given the drying times associated with plaster repairs and painting, these tasks are anticipated to be conducted during standard courthouse hours. Please do not hesitate to contact us at 409-842-8293 at your earliest convenience to discuss this estimate in further detail.

Respectfully submitted,
Preferred Facilities Group - USA

Michael Waldley
Division Manager

cc: PFG/file
25-1110

Southeast Texas

Deep East Texas

Central Texas

Texas Gulf Coast





Preliminary Estimate, by estimates

Michael Waidley

Preferred Facilities Group - USA

31218 - RSMeans Construction - General - 3/12/2018 to 3/12/2050

JC Diversion Center Demolition - 24-1110

Michael Waidley

Estimator: Michael Waidley

JC Diversion Center Demolition

Division Summary (MF04)

01 - General Requirements	
02 - Existing Conditions	\$31,120.00
03 - Concrete	
04 - Masonry	
05 - Metals	
06 - Wood, Plastics, and Composites	
07 - Thermal and Moisture Protection	
08 - Openings	
09 - Finishes	\$19,988.86
10 - Specialties	
11 - Equipment	
12 - Furnishings	
13 - Special Construction	
14 - Conveying Equipment	
21 - Fire Suppression	
22 - Plumbing	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	
25 - Integrated Automation	

Totalling Components

General Construction Subtotal	\$77,321.42
-------------------------------	-------------

Material, Labor, and Equipment Totals (No Totalling Components)

Material:	\$6,800.00
Labor:	\$70,521.42
Equipment:	\$0.00
Other:	\$0.00
Laborhours:	976.52
Green Line Items:0	\$0.00

26 - Electrical	
27 - Communications	
28 - Electronic Safety and Security	
31 - Earthwork	
32 - Exterior Improvements	
33 - Utilities	
34 - Transportation	
35 - Waterway and Marine Transportation	
41 - Material Processing and Handling Equipment	
44 - Pollution Control Equipment	
46 - Water and Wastewater Equipment	
48 - Electric Power Generation	
Alternate	\$14,462.56
Trades	\$11,750.00
Assemblies	
FMR	
MF04 Total (Without totalling components)	\$77,321.42

RSMeans BEAUMONT, TX CCI 2025Q1, 83.20%	\$(12,990.00)
---	---------------

Priced/Non-Priced

Total Priced Items:	9	\$77,321.42	
Total Non-Priced Items:	0	\$0.00	0.00%
	9	\$77,321.42	

Grand Total	\$64,331.42
--------------------	--------------------

FOR OFFICIAL USE ONLY

Preliminary Estimate, by estimates

Estimator: Michael Waidley

JC Diversion Center Demolition

Item	Description	UM	Quantity	Unit Cost	Total	Book
02 - Existing Conditions						
1	02-41-19-19-0840 Selective demolition, rubbish handling, dumpster, 40 C.Y., 10 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost	Week	8.0000	\$850.00	\$6,800.00	RSM25FAC M, O&P P
2	02-41-19-19-2040 Selective demolition, rubbish handling, 0'-100' haul, load, haul, dump and return, C.Y. hand carried, cost to be added to demolition cost 40*8 = 320.00	C.Y.	320.0000	\$76.00	\$24,320.00	RSM25FAC L, O&P P
02 - Existing Conditions Total					\$31,120.00	
09 - Finishes						
3	09-05-05-10-0240 Ceiling demolition, gypsum board, on suspension system, remove	S.F.	2,487.0000	\$1.75	\$4,352.25	RSM25FAC L, O&P P
4	09-05-05-10-0240 Ceiling demolition, gypsum board, on suspension system, remove	S.F.	5,584.5000	\$1.75	\$9,772.88	RSM25FAC L, O&P P
5	09-05-05-10-2400 Ceiling demolition, plywood or fiberboard, 4' x 8' sheets, remove	S.F.	5,584.5000	\$1.05	\$5,863.73	RSM25FAC L, O&P P
09 - Finishes Total					\$19,988.86	
Alternate						
6	09-51-23-30-1800 Demo - Complete suspended ceilings, with z bar suspension, 5/8" mineral fiber tile, include standard suspension system, excl. 1-1/2" carrier channels Labor Adjustment: 50% of \$5.18 = \$2.59 Using O&P Pricing Bare Costs: (M:\$1.20 L:\$3.33 E: O:150.00 LH:0.053) O&P Labor Calc = O&P Total - (Bare Material + 10.000%) - (Bare Equipment + 10.000%) \$6.50 - \$1.32 - \$0.00 = \$5.18 Labor w/CCI = \$5.18 * 100.000% = \$5.18	S.F.	5,584.0000	\$2.59	\$14,462.56	CUSTOM L, O&P P
Alternate Total					\$14,462.56	
Trades						
7	CLAB Common Building Laborers - 2024 RSMeans Facilities O&P Rate	Hour	40.0000	\$77.45	\$3,098.00	Trades L, O&P P
8	ELEC Electricians - 2025 RSMeans Facilities O&P Rate	Hour	40.0000	\$113.60	\$4,544.00	Trades L, O&P P
9	SKWK Skilled Workers Average (35 trades) - 2025 RSMeans Facilities O&P Rate	Hour	40.0000	\$102.70	\$4,108.00	Trades L, O&P P
Trades Total					\$11,750.00	
Estimate Grand Total					64,331.42	

FOR OFFICIAL USE ONLY



CONSTRUCTION MATERIALS TESTING PROPOSAL FOR:

Diversion Center Driveway (Jefferson County)

Beaumont, TX

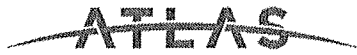
PREPARED FOR:

Mistey Reeves, CTCD, CTCM
Assistant Purchasing Agent
Jefferson County, Texas
Office (409) 835-8693
Cell (409) 781-2368

PREPARED BY:

Atlas Technical Consultants LLC
150 North 13th Street
Beaumont, TX 77702

May 5, 2025
Proposal No. 25-03872



May 5, 2025
Proposal #25-03872

Mistey Reeves, CTCD, CTCM
Assistant Purchasing Agent
Jefferson County, Texas
Office (409) 835-8693
Cell (409) 781-2368

Subject: Testing and Inspection Services for the Proposed Project:

**Diversion Center Driveway
3890 FM 3514
Beaumont, Texas 77705**

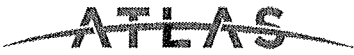
The enclosed cost proposal has been prepared for your review and evaluation. Atlas Technical Consultants, LLC (Atlas) appreciates the opportunity to submit this estimate to provide materials testing and inspection services on the above referenced project.

The estimate is based on our review of preliminary plans, specifications, similar projects, Jefferson County and City of Beaumont requirements. Due to a construction schedule not being available at the time of this estimate being prepared, the estimate is based on a presumed construction schedule. If the construction schedule does not follow Atlas estimated production rates and schedule, the quantities and number of trips required will vary. Please review the number of trips and quantities to ensure that each item follows your construction schedule/production rates. Variances from our estimate and your schedule/production rates will be billed at the indicated unit rates. The result may be a **decrease** or **increase** in the total testing and inspection costs. Scope of services for the project has been outlined below:

~Diversion Center Driveway - The Scope of Services includes 1) concrete testing and inspection, 2) soils inspection and testing. **The scope may be adjusted based on the actual special inspection requirements. Costs will be dependent on the actual number of trips/time for testing and inspections.**

SCOPE OF WORK

- **Concrete** Testing/inspection of concrete will be performed during the requested trips to the project site for placement of any parking lots, driveways, and sidewalks. One set of 4 concrete cylinders will be cast for each 50 cubic yards, or fraction thereof, of each concrete mix placed each day. "Special Inspection" of reinforcing steel and concrete is expected. Inspection of reinforcing steel will be performed prior to each concrete placement. **Please note testing of slump, air, and temperature are included within Atlas rate for "Concrete Inspector"**



- **Soils** Compaction testing will be performed during the requested trips to the project site for any required in-place subgrade, select fill, base, and stabilized materials. These tests will be performed at the rate of one test per every two thousand square feet or as directed by client/engineer/architect/. In addition, Atlas will coordinate with the jobsite inspector and/or superintendent to obtain samples for any additional moisture/density curves (Proctors) that may be needed.
- **Project Management** Management and engineer oversight will be provided as required to manage the project and prepare formal reports. All completed reports will be uploaded into the Metafield Portal for client access. Also, a PDF copy will be emailed to all recipients on the distribution list at the time of test completion. The project management services will generally include the following: attending project meeting, scheduling appropriate field personnel and providing oversight, processing of reports, reviewing project mix designs, reviewing construction documents, preparing invoices, and providing a communication link between project team members.

We propose to complete your project for the sum of \$5,840.00.

It is Atlas intention that our services will complement your efforts towards maintaining the highest standards of quality. Please let us know if you require additional information. We thank you for considering our firm and look forward to working with you on this project.

Respectfully submitted,
ATLAS TECHNICAL CONSULTANTS LLC

Sidney Errington

Sidney Errington
Business Development Manager

Accepted by:

Signature _____

Printed Name _____

Date _____

reVision Drawdown 4 ADV - Approved.

Note: Previous request balance carried to this advance has already been validated in previous advance reconciliation.

Jefferson County

American Rescue Plan Act Obligated Project

Advance Funds Drawdown Request Form

Project Owner

Regina Rodgers

Project Name / Description

Jefferson County reVision

Primary Project Contact/Requester & Title

Mary Young - Admin Support Specialist
Brit Featherston - Board Vice President

Mailing Address

701 Calder Ave.
Beaumont, TX 77701

Request Breakdown

Year: 2025

Advance Drawdown Request Amount:

~~992,190.08~~

Quarter: 2

Validated Total:

0

Total Award: \$ 450,000.00

Validated Balance this request:

~~\$ 99,219.08~~

Please Itemize Cost Estimates/Invoices Covered by this draw down request

Expense Item Description	Est Amount	Validated Actual
1 Program office space rent Q2 Apr 2025, May 2025, Jun 2025 @ \$700/mo.	\$ 2,100.00	
2 Employee & Employer Payroll Liability (2 FT / 3 PT employees) Apr 2025, May 2025, Jun 2025 @ 7 payroll cycles @ \$8,316.78 each	\$ 57,000.00	
3 Professional youth counselling services Apr 2025, May 2025, Jun 2025	\$ 1,500.00	
4 Accounting services - Payroll Apr 2025, May 2025, Jun 2025 @ \$250/month	\$ 750.00	
5 Employee Health Insurance Expense Q2 Mar 2025, Apr 2025, May 2025, Jun 2025 @ \$1250/mo.	\$ 5,000.00	
6 Youth Support Purchases Q2	\$ 10,000.00	
7 Operational Expenses - non-rent Q2	\$ 8,000.00	
8 Training & Development, Marketing Q2 Website Development, ED Training, Promo Items, Mentor T-shirts	\$ 5,000.00	

Previous Request Balance:

~~992,190.08~~

~~\$ 142,500.73~~

Enter previous quarter balance: negative for surplus, positive for unreimbursed expenses

Validated Total

Total Request Amount:

~~\$ 99,219.08~~

0

Certification

I certify that information, attachments and exhibits in this request accurately reflect the costs of work to be performed and is in accordance with the associated contract or agreement, has not been previously paid, and that funds will be used for the costs described above.

Requester Signature & Title

Mary Young, Admin. Support Specialist

Date

4-30-2025

EMPLOYEE PAYROLL REPORT - Q2 DRAWDOWN #4 estimates

DATE	EMPLOYEE	Apr-25	Apr-25	May-25	May-25	May-25	Jun-25	Jun-25	TOTAL
	Joe E	\$ 3,076.92	\$ 3,076.92	\$ 3,076.92	\$ 3,076.92	\$ 3,076.92	\$ 3,076.92	\$ 3,076.92	\$ 21,538.44
	Katie R	\$ 1,730.77	\$ 1,730.77	\$ 1,730.77	\$ 1,730.77	\$ 1,730.77	\$ 1,730.77	\$ 1,730.77	\$ 12,115.39
	Mary Y	\$ 1,440.00	\$ 1,440.00	\$ 1,440.00	\$ 1,440.00	\$ 1,440.00	\$ 1,440.00	\$ 1,440.00	\$ 10,080.00
20hr/\$25	Sandrs W	\$ 625.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 6,625.00
20hr/\$18	New PT			\$ 360.00	\$ 360.00	\$ 360.00	\$ 360.00	\$ 360.00	\$ 1,800.00
	EMPLOYER	\$ 568.54	\$ 678.54	\$ 778.54	\$ 778.54	\$ 778.54	\$ 607.95	\$ 607.95	\$ 4,798.60
Totals									
									\$ 56,957.43
									\$ 8,136.78
									2 WKS PAYROLL EXPENSE

BASED ON MARCH 2025 ACTUALS

PAYROLL LIABILITY est'd QUARTER 2 - Drawdown #4

ER - OASDI	\$ 774.72	387.36	\$ 150.00
ER - MEDI	\$ 181.18	181.18	\$ 60.00
	\$ 955.90	568.54	\$ 210.00
3 emp actual	2 WKS	est 2 new	
MONTHLY	Payroll	employees	

2 wks
\$ 537.36
\$ 241.18
\$ 778.54
EMPLOYER
TAX Liability

MSY=SW
\$ 178.56
\$ 41.76
\$ 220.32 monthly
\$ 110.16 2 weeks

ACCOUNTANT Payroll Fee	\$ 225.00
WDJ	\$ 225.00
	\$ 300.00
	\$ 750.00
	\$ 250.00



Jefferson County Fraud, Waste and Abuse Policy

Adopted

By Jefferson County Commissioners Court

Effective Date:

{DATE}

OVERVIEW

The Jefferson County Fraud, Waste and Abuse Policy is established to enhance Jefferson County Policies and to facilitate the definition of fraud, the common signs of fraud, and the development of controls that will aid in the detection and prevention of fraud, waste and abuse against Jefferson County. It is the intent of Jefferson County to promote consistent organizational behavior that places an emphasis on the prevention and detection of fraud by providing guidelines and assigning responsibility for the development of controls as well as conducting investigations. Each member of the management team should be familiar with the types of fraud that might occur within his or her area of responsibility and should be alert for any indication or red flags of fraud. All County employees should be aware of what constitutes fraud as well as ways in which to prevent fraud.

SCOPE

This policy applied to any fraudulent or suspected fraudulent activity involving not only Jefferson County employees but also officials, directors, consultants, vendors, contractors, outside agencies, and/or unknown third parties having a business relationship with Jefferson County. Investigations will be performed without regard to length of service, title/position, or relationship.

PURPOSE

The purpose of this administrative procedure is to:

- Communicate the County's policy regarding the protection and proper use of County resources, assets and funds
- Aid in the definition of what constitutes fraud
- List of common types and red flags of fraud
- Aid in the detection of fraud, waste and abuse within and/or against Jefferson County
- Aid in the prevention of fraud, waste and abuse within and/or against Jefferson County
- To establish procedures for the reporting and/or the investigation of suspected fraud or misuse of Jefferson County assets or resources by employees and others.

DEFINITIONS

Fraud – Fraud encompasses an array of irregularities, dishonest and illegal acts characterized by internal and external deception. It can be perpetrated for the benefit of an individual or to the detriment of the County; and/or by people outside as well as inside the County.

Fraud being designed to benefit the organization generally produces benefit by exploiting an unfair or dishonest advantage that also may deceive an outside party. Perpetrators of such fraud usually benefit indirectly, since personal benefit usually accrues when the organization is aided by the act.

Examples of fraud include, but are not limited to the following:

- Stealing or misappropriation of funds, supplies, etc.
- Forgery or unauthorized alteration of any document
- Intentional misrepresentation and other irregularities by County personnel in County records, including the intentional misstatement of the results of operations.
- Knowingly making a false entry in, or false alteration of a governmental record.
- Making, presenting, or using any record, document, or thing with the knowledge that it is false.
- Intentional destruction, concealment, removal or other impairment to the verity, legibility, or availability of a government record.
- Processing, selling, or offering to sell a governmental record or a blank governmental record form with the intent that it be used unlawfully, or with the knowledge that it was obtained unlawfully.
- Using or claiming to hold an educational degree that is fraudulent, fictitious, or has been revoked, with the intent to obtain employment, promotion, or other benefit.
- Credit Card abuse of falsification of transactions
- Making a false statement to obtain property, credit, or services
- Fraudulent transfer of a motor vehicle
- Securing execution of a document by deception
- Fraudulent destruction, removal, or concealment of a writing
- Simulating a legal process
- Fraudulent use or possession of identifying information without that person's consent
- Stealing an unsigned check or receiving an unsigned check with the intent to use or sell it
- Profiting as a result of insider knowledge of the County's activities
- Disclosure of confidential information and proprietary information to outside parties
- Improperly in reporting transactions
- Accepting or seeking anything from contractors, vendors, or other people providing services/materials to the County
- Any similar acts

Waste – Waste is defined as harmful or destructive use of property under one's control. Waste may also be referred to as the unnecessary incurring of costs as a result of inefficient practices, systems or controls.

Examples of waste include but are not limited to the following:

- Damaging, destroying, or ruining materials or equipment
- Improper maintenance or intentional mistreatment of equipment
- Purchase of unneeded supplies or equipment
- Purchase of goods at inflated prices
- Failure to reuse or recycle major resources or reduce waste generation

Abuse – Abuse refers to violations and circumventions of departmental or County regulations which impair the effective and efficient execution of operations.

Examples of abuse include but are not limited to the following:

- Using County equipment or supplies to conduct non-County business
- An employee using non-confidential taxpayer information to get new customers for his/her outside business
- Improper handling or reporting of money for financial transactions
- Profiting by self or others as a result of inside knowledge
- Destruction or intentional disappearance of records, furniture, fixtures, or equipment
- Accepting or seeking anything of material value from vendors or people providing services or material to the County for personal benefit
- Unauthorized use of County resources (computers, software, databases, other information) for non-County purposes
- Abuse of purchase order authority, such as false travel or expense reports
- Accepting or seeking anything of material value from vendors or people providing services or material to the County
- Use of information gained as County employee for personal gain, such as an employee using non-confidential taxpayer information to get new customers for his/her outside business.

DETERRENCE

These actions are taken to discourage the perpetration of fraud and limit the exposure if fraud does occur. Elected Officials/Department heads are responsible for obtaining knowledge of what constitutes fraud as well as the implementation and maintenance of effective internal controls within their department to deter fraud. The County Auditor's office is responsible for assisting in the deterrence of fraud by examining and evaluating the adequacy and effectiveness of internal controls. Audit activities should be specifically designed in a manner which provides a review of the control environment and the inherent potential for fraud.

Fraud occurs for the following reasons:

1. Poor internal controls, especially disregard for set policies and procedures
2. Management override of internal controls
3. Collusion between employees and/or third parties
4. Poor or non-existing ethical standards
5. Lack of control over staff by their supervisors

RED FLAGS OF FRAUD

The most frequently cited “red flags” of fraud are:

- Changes in an employee’s lifestyle, spending habits or behavior.
- Poorly written or poorly enforced internal controls, procedures, policies or security
- Irregular/unexplained variances in financial information
- Inventory shortage
- Failure to take action on results of internal/external audits or reviews
- Unusually high expenses or purchases
- Frequent complaints from customers
- Missing files
- Ignored employee comments concerning possible fraud
- Refusal to leave custody of records during the day by the employee
- Working excessive overtime and refusing to take vacation time off

PREVENTION

The following internal controls should minimize the risk and help prevent fraud:

- Detailed written policies and procedures and adherence to all policies and procedures, especially those concerning documentation and authorization of transactions.
- Physical security and controlled access over assets such as locking doors and restricting access to certain areas.
- Proper training of all Jefferson County employees, to include basic internal controls, the definition of fraud, waste and abuse as well as the red flags of fraud.
- Independent review and monitoring of tasks by the department supervisor, such as approval and processing of selected items such as travel and training expenses and credit card purchases.
- Separation of duties so no one employee is responsible for a transaction from start to finish
- Rotation of duties in positions more susceptible to fraud
- Conflict of interest statements which are enforced
- Ensuring that employees take regular vacation
- Clear lines of authority
- Regular independent audits of areas susceptible to fraud

OTHER IRREGULARITIES

Identification or allegations of personal improprieties or irregularities whether moral, ethical or behavioral, should be resolved by departmental management and the human resources department, rather than audit related departments or agencies.

REPORTING FRAUD

If an employee suspects that fraud is being committed within the County, then the employee should report it to any of the following:

- Their immediate supervisor
- Department Head/Elected Official
- County Auditor by phone at 409-835-8500; via email at fran.lee@jeffersoncountytexas.gov; or by mail to Auditor's Office 1149 Pearl Street 7th Floor, Beaumont, Texas 77701
- On the County website:
<https://jeffersoncountytexas.gov/HumanResources/ContactUs/Report>
- Human Resources Department by phone at 409-839-2391; via email at hrdept@jeffersoncountytexas.gov; or by mail to Human Resources 1125 Pearl Street, Suite 201, Beaumont, Texas 77701

The supervisor, department head/elected official, human resources personnel should immediately report it to the County Auditor's Office.

At any time, an employee may communicate directly with the County Auditor's Office to report fraud, and the employee will have the option to remain anonymous. Every attempt will be made to protect the identity of the reporting individual. The County Auditor's Office is committed to protecting the employee's identity and confidentiality.

Due to the important yet sensitive nature of the suspected violations, effective professional follow-up is critical. Managers, while appropriately concerned about "getting to the bottom" of such issues, should not in any circumstance perform any investigative or other follow-up steps on their own. All relevant matters, including suspected but unproven matters, should be referred immediately to those with follow-up responsibilities.

If members of the public suspect that fraud is being committed with the County, they may report it to the County Auditor's Office, which may be contacted in the following forms or communication:

- Phone Number: 409-835-8500
- Via email: fran.lee@jeffersoncountytexas.gov
- Mail letter: 1149 Pearl St. 7th Floor Beaumont, TX 77701
- County website: <https://jeffersoncountytexas.gov/HumanResources/ContactUs/Report>

RETALIATION

An employee who believes that he or she has experienced retaliation for making a report or assisting in an investigation shall report this as soon as possible to the County's Human Resources Director at 409-839-2391 or the County Auditor at 409-835-8500.

REPORTING UNETHICAL BEHAVIOR

Employees are encouraged to seek advice from the County's Human Resources Department when faced with uncertain ethical decisions. The County Auditor and Human Resources are responsible for the administration, revision, interpretation, and application of this policy. The policy will be reviewed annually and revised as necessary.

DUTY TO REPORT

Local public officials, County officials, County employees, and all others who are subject to this policy have a duty to report violations of this policy and to cooperate in investigations, inquiries, and hearings conducted by the County. However, a person making false reports shall be subject to disciplinary action if he or she reports information which he or she knows to be false or which he or she discloses with reckless disregard for its truth or falsify.

NO COERCION

No County official or employee shall directly or indirectly use or threaten to use any official authority or any influence in any manner whatsoever which tends to discourage, restrain, deter, prevent, interfere with, coerce or discriminate against any person who in good faith reports, discloses, divulges or provides any facts or information relative to an actual or suspected violation of this policy or other state, federal, or local laws.

CONSEQUENCES

County Department Heads found to have violated this policy will be subject to discipline by Commissioners Court, including a written warning or reprimand, suspension, or termination in accordance with the procedures under which a department head may otherwise be disciplined.

County employees found to have violated this policy will be subject to discipline by their department head or elected official regarding violations of this policy, including a written warning or reprimand, suspension, or termination in accordance with the procedures under which the employee may otherwise be disciplined.

Parties doing business with the County, including vendors, consultants, contractors, or their principals and employees, found to have violated this policy will be subject to termination of any business relationship with the County and exclusion from further business opportunities with the County. As to any person subject to this policy or otherwise, the County may make referral of its findings to the appropriate law enforcement authority.

ORDER OF THE
JEFFERSON COUNTY COMMISSIONERS COURT

This Jefferson County Fraud, Waste and Abuse Policy is adopted during the regular session of the Jefferson County Commissioners Court on this the 13th day of MAY, _____ and becomes a part of the official minutes of the County Commissioners Court.

MOTION BY: BRANDON Willis

SECOND BY: MICHAEL S. SINEGAL

Entered in the official minutes of the Jefferson County Commissioners Court.



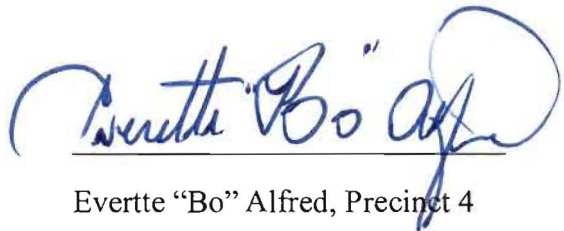
Brandon Willis, Precinct 1



Cary Erickson, Precinct 2



Michael Sinegal, Precinct 3

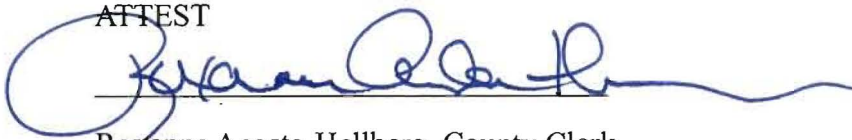


Evertte "Bo" Alfred, Precinct 4



Jeff Branick, County Judge

ATTEST



Roxanne Acosta-Hellberg, County Clerk





PRECINCT 1, PLACE 1
(409) 835-8522 PHONE
(409) 835-8523 FAX

1085 PEARL ST, ROOM 105
BEAUMONT, TX 77701

JUDGE NAOMI DOYLE
JUSTICE OF THE PEACE

**RE: Request to use J.P. Technology Fund for technological Courtroom enhancements –
Television Replacement**

Greetings Honorable Court,

We have been able to successfully conduct trials and hearings using the television allotted for our Court through the Technology Fund. This allows us to display court documents and printed and video evidence during trials, as well as conduct virtual hearings when necessary.

Recently, our television was short circuited during a storm. We were later told by MIS, who connected our television and all technology in courtroom, that it could not be fixed, and going forward we needed to have the television connected to a surge protector to prevent this from happening again. Though this was not recommended upon installation, we now know that this is a necessity.

We have previously requested our television be replaced using the Technology Fund, and was denied by the Auditor's Office.

I am requesting that the Commissioner's Court grant the purchase of a new television for our Courtroom to ensure that we can effectively conduct trials and hearings for Jefferson County constituents.

This request falls under the specified uses for the Technology Fund, as stated in 102.0173 of the Code of Criminal Procedure.

Please let me know if you require any further information.

Best Regards,
Judge Naomi Doyle
Justice of the Peace
Precinct 1, Place 1
409-835-8522



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

Hardware

Software

Services

IT Solutions

Brands

Research Hub

QUOTE CONFIRMATION

AMY SERRANT,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **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.

For all other customers, click below to convert your quote to an order.

[Convert Quote to Order](#)

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
1CH44SX	5/6/2025	TICKET 22077	2735480	\$1,519.79

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Samsung UN65DU8000F DU8000 Series - 65" Class (64.5" viewable) LED-backlit Mfg. Part#: UN65DU8000FXZA Contract: Texas Misc IT HW Peri and Components DIR-CPO-5093 (DIR-CPO-5093)	1	7849336	\$665.13	\$665.13
Samsung UN75DU8000F DU8000 Series - 75" Class (74.5" viewable) LED-backlit Mfg. Part#: UN75DU8000FXZA Contract: Texas Misc IT HW Peri and Components DIR-CPO-5093 (DIR-CPO-5093)	1	7849341	\$854.66	\$854.66

SUBTOTAL \$1,519.79

SHIPPING \$0.00

SALES TAX \$0.00

GRAND TOTAL \$1,519.79

PURCHASER BILLING INFO

Billing Address:
JEFFERSON COUNTY
1149 PEARL ST FL 6
BEAUMONT, TX 77701-3638
Phone: (409) 835-8447
Payment Terms:

DELIVER TO

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-COMMON CARRIER

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

JURY FUND

DAWN DONUTS	130.50	528227
CHAPMAN VENDING	486.99	528266

ROAD & BRIDGE PCT.#1

M&D SUPPLY	78.36	528114
ACE IMAGEWEAR	114.62	528128
VULCAN MATERIALS CO.	100,801.31	528143
ADVANCE AUTO PARTS	155.64	528219
WALLER COUNTY ASPHALT	3,757.90	528229
FUNCTION 4 LLC	31.00	528234

ROAD & BRIDGE PCT.#2

ENTERGY	636.53	528102
RITTER @ HOME	94.97	528124
ACE IMAGEWEAR	39.84	528128
W. JEFFERSON COUNTY M.W.D.	158.60	528144
BUMPER TO BUMPER	56.56	528192
LIBERTY TIRE RECYCLING LLC	887.43	528207
FUNCTION 4 LLC	31.00	528234

ROAD & BRIDGE PCT. # 3

BEAUMONT TRACTOR COMPANY	174.38	528084
PHILPOTT MOTORS, INC.	1,260.00	528117
ACE IMAGEWEAR	54.91	528128
SMART'S TRUCK & TRAILER, INC.	370.58	528130
W. JEFFERSON COUNTY M.W.D.	29.93	528144
TRANTEX, INC.	1,687.50	528153
LOWE'S HOME CENTERS, INC.	119.60	528183
WINDSTREAM	49.15	528195
ON TIME TIRE	350.00	528216
SAM'S CLUB DIRECT	491.84	528218
FUNCTION 4 LLC	62.00	528234
GULF COAST	29,962.50	528253
GERALD T PELTIER JR	200.00	528254

ROAD & BRIDGE PCT.#4

CINTAS, INC.	420.82	528087
ENTERGY	21.94	528102
KIRKSEY'S SPRINT PRINTING	24.95	528112
M&D SUPPLY	88.81	528114
SANITARY SUPPLY, INC.	430.24	528125
SOUTHEAST TEXAS WATER	88.95	528133
W. JEFFERSON COUNTY M.W.D.	96.89	528144
SOUTHERN TIRE MART, LLC	981.31	528149
UNITED STATES POSTAL SERVICE	29.41	528174
SHOPPA'S FARM SUPPLY	1,259.90	528224
FUNCTION 4 LLC	52.00	528234
O'REILLY AUTO PARTS	421.65	528244
GULF COAST	826.20	528253
WASHINGTON COUNTY TRACTOR, INC	523.51	528267

ENGINEERING FUND

VERIZON WIRELESS	117.97	528165
FUNCTION 4 LLC	62.00	528234

PARKS & RECREATION

CITY OF PORT ARTHUR - WATER DEPT.	186.08	528089
W. JEFFERSON COUNTY M.W.D.	59.86	528144
COUNTY HOME AND RANCH LP	269.10	528214
RICKEY SANDERS	4,000.00	528284

GENERAL FUND

05-13-2025

JEFFERSON CTY. CLERK	2,982.64	528074
JASPER COUNTY	105.00	528203
TAX OFFICE		
THE EXAMINER	2,231.25	528094
ACE IMAGEWEAR	43.75	528128
SOUTHEAST TEXAS WATER	368.70	528132
AT&T	99.82	528137
UNITED STATES POSTAL SERVICE	452.80	528174
UNITED STATES POSTAL SERVICE	12.27	528175
FUNCTION 4 LLC	155.00	528234
ODP BUSINESS SOLUTIONS, LLC	16.50	528274
AMAZON CAPITAL SERVICES	299.98	528276
COUNTY HUMAN RESOURCES		
PRE CHECK, INC.	556.02	528155
UNITED STATES POSTAL SERVICE	5.60	528174
SIERRA SPRING WATER CO. - BT	160.92	528177
BAPTIST PHYSICIAN NETWORK	28.00	528179
FUNCTION 4 LLC	31.00	528234
AUDITOR'S OFFICE		
CASH ADVANCE ACCOUNT	1,741.24	528109
UNITED STATES POSTAL SERVICE	25.34	528174
FUNCTION 4 LLC	31.00	528234
ODP BUSINESS SOLUTIONS, LLC	184.02	528274
COUNTY CLERK		
UNITED STATES POSTAL SERVICE	212.06	528174
UNITED STATES POSTAL SERVICE	17.03	528175
SIERRA SPRING WATER CO. - BT	87.97	528176
FUNCTION 4 LLC	467.00	528234
FUNCTION4	695.72	528270
ODP BUSINESS SOLUTIONS, LLC	75.29	528274
COUNTY JUDGE		
ANITA F. PROVO	300.00	528121
KEVIN PAULA SEKALY PC	500.00	528126
GERMER PLLC	500.00	528154
UNITED STATES POSTAL SERVICE	4.85	528174
LANGSTON ADAMS	500.00	528186
JERRY JOHN BRAGG	500.00	528210
FUNCTION 4 LLC	31.00	528234
RISK MANAGEMENT		
UNITED STATES POSTAL SERVICE	7.20	528174
FUNCTION 4 LLC	31.00	528234
COUNTY TREASURER		
UNITED STATES POSTAL SERVICE	193.13	528174
FUNCTION 4 LLC	62.00	528234
PRINTING DEPARTMENT		
TRIANGLE BLUE PRINT CO., INC.	15.00	528142
FUNCTION 4 LLC	350.00	528234
BOSWORTH PAPERS	618.75	528264
PURCHASING DEPARTMENT		
BEAUMONT ENTERPRISE	301.47	528093
THE EXAMINER	700.00	528094
PORT ARTHUR NEWS, INC.	384.40	528118
REGION V EDUCATION SERVICE CENTER	300.00	528122
UNITED STATES POSTAL SERVICE	3.32	528174
FUNCTION 4 LLC	31.00	528234
GENERAL SERVICES		

ELECTRICAL SPECIALTIES, INC.	25.00	528075
CASH ADVANCE ACCOUNT	30.00	528109
TEXAS WILDLIFE DAMAGE MGMT FUND	3,200.00	528139
VERIZON WIRELESS	303.92	528168
UNIFIED POWER	1,981.46	528257
FIBERLIGHT LLC	2,009.00	528261
BOSWORTH PAPERS	513.75	528264
DATA PROCESSING		
CDW COMPUTER CENTERS, INC.	298.00	528152
MICHAEL BAIN	449.25	528200
FUNCTION 4 LLC	31.00	528234
VECTOR SECURITY	560.16	528236
STEEPMEADOW SOLUTIONS, LLC	7,129.72	528268
VOTERS REGISTRATION DEPT		
UNITED STATES POSTAL SERVICE	243.80	528174
FUNCTION 4 LLC	31.00	528234
ELECTIONS DEPARTMENT		
UNITED STATES POSTAL SERVICE	10.91	528174
SIERRA SPRING WATER CO. - BT	38.46	528176
SOE SOFTWARE CORPORATION	6,000.00	528208
FUNCTION 4 LLC	31.00	528234
DISTRICT ATTORNEY		
THE EXAMINER	75.00	528094
JEFFERSON CTY. DISTRICT ATTORNEY	19,500.00	528107
RANDI A. KING	848.45	528111
PATRICK KNAUTH	698.65	528113
STATE BAR OF TEXAS	129.50	528138
TEXAS DISTRICT & COUNTY ATTY ASSN.	85.00	528140
JAMES ARCENEAUX	110.29	528169
UNITED STATES POSTAL SERVICE	168.36	528174
MCM ELEGANTE HOTEL	1,603.83	528194
SUMMER TANNER	144.50	528197
KIMBERLY R. BROUSSARD	38.25	528204
THOMSON REUTERS-WEST	4,335.72	528220
HIGGINBOTHAM INSURANCE AGENCY INC	71.00	528225
FUNCTION 4 LLC	155.00	528234
ANGELA KNEELAND	135.00	528238
ODP BUSINESS SOLUTIONS, LLC	829.85	528274
HONEY B HAM COMPANY	20.40	528289
DISTRICT CLERK		
UNITED STATES POSTAL SERVICE	342.38	528174
FUNCTION 4 LLC	631.00	528234
ODP BUSINESS SOLUTIONS, LLC	294.40	528274
CRIMINAL DISTRICT COURT		
TAMARA DEROUEN	687.50	528147
UNITED STATES POSTAL SERVICE	.69	528174
KIMBERLY R. BROUSSARD	9,647.00	528204
FUNCTION 4 LLC	62.00	528234
BENJAMIN ALAN JEFFERIES	1,600.00	528282
RAEGAN MINALDI	3,031.40	528290
WILLIS AND ASSOCIATES	5,000.00	528301
SHADOWBOX FORENSICS	3,119.10	528302
58TH DISTRICT COURT		
SOUTHEAST TEXAS WATER	39.95	528134
FUNCTION 4 LLC	31.00	528234
60TH DISTRICT COURT		
FUNCTION 4 LLC	31.00	528234
136TH DISTRICT COURT		

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UNITED STATES POSTAL SERVICE	2.35	528174
FUNCTION 4 LLC	31.00	528234
172ND DISTRICT COURT		
FUNCTION 4 LLC	31.00	528234
252ND DISTRICT COURT		
TODD W LEBLANC	900.00	528076
THOMAS J. BURBANK PC	2,471.25	528086
NATHAN REYNOLDS JR.	7,031.25	528123
UNITED STATES POSTAL SERVICE	11.30	528174
ADA V. CHRISTY, CSR	2,029.50	528187
JOEL WEBB VAZQUEZ	3,887.50	528191
LAURIE PEROZZO	1,600.00	528209
MATUSKA LAW FIRM	3,525.00	528223
FUNCTION 4 LLC	62.00	528234
ODP BUSINESS SOLUTIONS, LLC	8.06	528274
BENJAMIN ALAN JEFFERIES	900.00	528282
279TH DISTRICT COURT		
SOUTHEAST TEXAS WATER	14.95	528135
DONEANE E. BECKCOM	770.00	528182
FUNCTION 4 LLC	31.00	528234
GINMAN CONSULTING	75.00	528292
317TH DISTRICT COURT		
A. MARK FAGGARD	700.00	528095
UNITED STATES POSTAL SERVICE	.69	528174
GLEN M. CROCKER	325.00	528181
MATUSKA LAW FIRM	325.00	528223
FUNCTION 4 LLC	31.00	528234
JUSTICE COURT-PCT 1 PL 1		
UNITED STATES POSTAL SERVICE	88.28	528174
FUNCTION 4 LLC	31.00	528234
JUSTICE COURT-PCT 1 PL 2		
UNITED STATES POSTAL SERVICE	20.70	528174
FUNCTION 4 LLC	31.00	528234
JUSTICE COURT-PCT 2		
TEXAS STATE UNIVERSITY SAN MARS	75.00	528136
THOMSON REUTERS-WEST	137.38	528220
JUSTICE COURT-PCT 4		
FUNCTION 4 LLC	31.00	528234
JUSTICE COURT-PCT 6		
UNITED STATES POSTAL SERVICE	57.70	528174
FUNCTION 4 LLC	31.00	528234
JUSTICE OF PEACE PCT. 8		
UNITED STATES POSTAL SERVICE	73.01	528175
FUNCTION 4 LLC	31.00	528234
COUNTY COURT AT LAW NO.1		
UNITED STATES POSTAL SERVICE	25.53	528174
FUNCTION 4 LLC	31.00	528234
COUNTY COURT AT LAW NO. 2		
JACK LAWRENCE	350.00	528079

JOHN EUGENE MACEY	250.00	528115
MARVA PROVO	825.00	528120
NATHAN REYNOLDS, JR.	425.00	528123
UNITED STATES POSTAL SERVICE	2.07	528174
LANGSTON ADAMS	350.00	528186
JOEL WEBB VAZQUEZ	250.00	528191
FUNCTION 4 LLC	31.00	528234
COUNTY COURT AT LAW NO. 3		
TODD W LEBLANC	250.00	528076
JACK LAWRENCE	250.00	528079
THOMAS J. BURBANK PC	300.00	528086
A. MARK FAGGARD	250.00	528095
MARVA PROVO	1, 250.00	528120
TEXAS COURT REPORTERS ASSOCIATION	525.00	528141
UNITED STATES POSTAL SERVICE	10.35	528174
SIERRA SPRING WATER CO. - BT	33.47	528178
JOEL WEBB VAZQUEZ	425.00	528191
LAURIE PEROZZO	1, 350.00	528209
FUNCTION 4 LLC	31.00	528234
THE SAMUEL FIRM, PLLC	425.00	528251
BENJAMIN ALAN JEFFERIES	250.00	528282
COURT MASTER		
FUNCTION 4 LLC	31.00	528234
RICHARD D HUGHES ATTORNEY AT LAW	1, 500.00	528262
MEDIATION CENTER		
FUNCTION 4 LLC	31.00	528234
COMMUNITY SUPERVISION		
FUNCTION 4 LLC	124.00	528234
SHERIFF'S DEPARTMENT		
FAST SIGNS, INC.	30.00	528096
FED EX	51.96	528098
GT DISTRIBUTORS, INC.	2, 945.96	528100
ENTERGY	630.82	528102
AT&T	51.78	528137
MOTOROLA SOLUTIONS INC	3, 564.40	528151
CDW COMPUTER CENTERS, INC.	2, 606.80	528152
VERIZON WIRELESS	3, 837.81	528167
UNITED STATES POSTAL SERVICE	1, 368.70	528174
UNITED STATES POSTAL SERVICE	772.13	528175
FIVE STAR FEED	142.00	528190
RITA HURT	550.00	528215
GALLS LLC	1, 666.07	528226
FUNCTION 4 LLC	310.00	528234
VECTOR SECURITY	152.31	528236
LAKE COUNTRY CHEVROLET, INC.	272, 320.75	528243
CHARTER COMMUNICATIONS	277.14	528272
ODP BUSINESS SOLUTIONS, LLC	190.45	528274
BEAUMONT OCCUPATIONAL SERVICES	113.85	528279
DEFENSE TECHNOLOGY LLC	897.58	528299
CRIME LABORATORY		
ABACUS DIAGNOSTIC, INC.	426.35	528081
FISHER SCIENTIFIC	85.49	528099
VERIZON WIRELESS	37.99	528165
LIPOMED	243.44	528211
FUNCTION 4 LLC	31.00	528234
LEEDS PRECISION INSTRUMENTS, INC.	225.00	528248
ODP BUSINESS SOLUTIONS, LLC	125.27	528274
JAIL - NO. 2		
BOB BARKER CO., INC.	1, 027.43	528083

CITY OF BEAUMONT - WATER DEPT.	16.00	528088
ENTERGY	31,223.59	528102
JACK BROOKS REGIONAL AIRPORT	1,357.20	528108
M&D SUPPLY	64.04	528114
SHERWIN-WILLIAMS	41.38	528129
COOK'S CORRECTIONAL	3,044.22	528180
GALLS LLC	308.74	528226
FUNCTION 4 LLC	217.00	528234
CORRHEALTH PLLC	675,223.19	528242
US CORRECTIONS LLC	3,585.00	528247
TRINITY SERVICES GROUP INC	98,930.02	528252
AMAZON CAPITAL SERVICES	1,265.59	528276
MASSEY SERVICES INC	1,800.00	528293
JUVENILE PROBATION DEPT.		
FED EX	71.78	528097
CHERYL TARVER	119.00	528146
UNITED STATES POSTAL SERVICE	8.35	528174
LATRICIA COLEMAN	149.80	528184
SHANNA CITIZEN	26.60	528185
FUNCTION 4 LLC	93.00	528234
SHERONDA LEE	39.90	528241
ODP BUSINESS SOLUTIONS, LLC	293.77	528274
NICOLE BONSALE	196.00	528277
LAQUITA TORRES	140.00	528283
NAKIA FOBBS	231.70	528291
JACQUELINE JONES	184.80	528303
JUVENILE DETENTION HOME		
CASH ADVANCE ACCOUNT	843.29	528109
VANSCHUCA SANDERS-CHEVIS	400.00	528198
INDUSTRIAL & COMMERCIAL MECHANICAL	1,186.50	528217
FUNCTION 4 LLC	31.00	528234
VECTOR SECURITY	817.00	528237
ADVANTAGE INTERESTS INC	1,011.46	528239
VEQUAL ROBERTS	300.00	528263
CONSTABLE PCT 1		
UNITED STATES POSTAL SERVICE	47.24	528174
FUNCTION 4 LLC	31.00	528234
CONSTABLE-PCT 4		
JEFFY TROPHIES	96.64	528110
FUNCTION 4 LLC	31.00	528234
TND WORKWEAR CO LLC	280.75	528235
CONSTABLE-PCT 6		
FUNCTION 4 LLC	31.00	528234
ODP BUSINESS SOLUTIONS, LLC	1,196.16	528274
CONSTABLE PCT. 8		
FUNCTION 4 LLC	31.00	528234
AGRICULTURE EXTENSION SVC		
CASH ADVANCE ACCOUNT	268.85	528109
TEXAS AGRILIFE EXTENSION SERVICE	65.00	528202
DAVID OATES	95.20	528228
FUNCTION 4 LLC	31.00	528234
TYLER FITZGERALD	256.00	528246
SE DIST 9 EXT ASSOC OF FAMILY &	30.00	528269
REBECCA CARPENTER	105.50	528281
HEALTH AND WELFARE NO. 1		
CLAYBAR FUNERAL HOME, INC.	900.00	528090
CLAYBAR HAVEN OF REST	644.00	528171

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UNITED STATES POSTAL SERVICE	51.77	528174
FUNCTION 4 LLC	62.00	528234
EZEAL D EDE MD	3,789.94	528260
AMERICAN COLLEGE OF PHYSICIANS INC	327.50	528265
HEALTH AND WELFARE NO. 2		
CLAYBAR HAVEN OF REST	644.00	528172
UNITED STATES POSTAL SERVICE	221.76	528175
FUNCTION 4 LLC	62.00	528234
EZEAL D EDE MD	3,764.56	528260
AMERICAN COLLEGE OF PHYSICIANS INC	327.50	528265
NURSE PRACTITIONER		
FUNCTION 4 LLC	31.00	528234
BAK GLOBAL LLC	100.00	528278
ENVIRONMENTAL CONTROL		
AT&T	50.18	528137
FUNCTION 4 LLC	31.00	528234
INDIGENT MEDICAL SERVICES		
PRECISION DYNAMICS CORP.	1,671.00	528119
CARDINAL HEALTH 110 INC	12,433.69	528221
VECTOR SECURITY	303.84	528236
O'REILLY AUTO PARTS	13.69	528244
CORLISS R RANDLE	600.00	528249
MAINTENANCE-BEAUMONT		
JOHNSTONE SUPPLY	38.60	528080
BINSWANGER GLASS CO.	40.90	528085
CITY OF BEAUMONT - WATER DEPT.	179.85	528088
COBURN SUPPLY COMPANY INC	54.15	528091
W.W. GRAINGER, INC.	163.85	528101
ACE IMAGEWEAR	279.43	528128
S.E. TEXAS BUILDING SERVICE	24,342.17	528131
WORTH HYDROCHEM OF THE GULF COAST	290.00	528145
SEYMOUR UPHOLSTERY	225.00	528150
CENTERPOINT ENERGY RESOURCES CORP	2,733.41	528193
FUNCTION 4 LLC	31.00	528234
WES VICE HARDWOODS & SUPPLY INC	125.39	528256
UNITED REFRIGERATION INC	289.02	528259
MAINTENANCE-PORT ARTHUR		
FAST SIGNS, INC.	100.50	528096
M&D SUPPLY	53.36	528114
MOTION INDUSTRIES, INC.	74.64	528116
SANITARY SUPPLY, INC.	946.85	528125
S.E. TEXAS BUILDING SERVICE	5,000.00	528131
AT&T	533.36	528137
LOWE'S HOME CENTERS, INC.	109.07	528183
FUNCTION 4 LLC	93.00	528234
PARKER'S BUILDING SUPPLY	361.27	528275
MAINTENANCE-MID COUNTY		
ENTERGY	2,238.52	528102
ACE IMAGEWEAR	61.84	528128
W. JEFFERSON COUNTY M.W.D.	84.24	528144
FUNCTION 4 LLC	31.00	528234
AMAZON CAPITAL SERVICES	87.78	528276
SERVICE CENTER		
ACTION AUTO GLASS	50.00	528077
CINTAS, INC.	80.05	528087
HI-LINE	1,316.80	528105
J.K. CHEVROLET CO.	111.82	528106

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PHILPOTT MOTORS, INC.	2,022.26	528117
S.E. TEXAS AUTO EQUIPMENT	937.95	528148
JEFFERSON CTY. TAX OFFICE	7.50	528156
JEFFERSON CTY. TAX OFFICE	7.50	528157
JEFFERSON CTY. TAX OFFICE	7.50	528158
JEFFERSON CTY. TAX OFFICE	7.50	528159
JEFFERSON CTY. TAX OFFICE	7.50	528160
JEFFERSON CTY. TAX OFFICE	7.50	528161
JEFFERSON CTY. TAX OFFICE	7.50	528162
JEFFERSON CTY. TAX OFFICE	7.50	528163
JEFFERSON CTY. TAX OFFICE	16.75	528164
VOYAGER FLEET SYSTEM, INC.	25,830.40	528188
BUMPER TO BUMPER	1,549.64	528192
MIGHTY OF SOUTHEAST TEXAS	1,579.98	528213
FUNCTION 4 LLC	31.00	528234
ODP BUSINESS SOLUTIONS, LLC	176.43	528274
TOWN AND COUNTRY FORD	2,124.16	528287
VETERANS SERVICE		
UNITED STATES POSTAL SERVICE	19.15	528174
UNITED STATES POSTAL SERVICE	9.20	528175
FUNCTION 4 LLC	62.00	528234
MOSQUITO CONTROL FUND		
EASTEX RUBBER & GASKET	10.46	528092
ENTERGY	442.02	528102
SETZER HARDWARE, INC.	30.13	528127
ACE IMAGEWEAR	76.70	528128
AT&T	46.02	528137
NEW PIG CORPORATION	2,366.22	528206
FUNCTION 4 LLC	31.00	528234
O'REILLY AUTO PARTS	18.99	528244
FAMILY GROUP CONFERENCING		
FUNCTION 4 LLC	31.00	528234
J.C. FAMILY TREATMENT		
MARY BEVIL	1,424.50	528258
SECURITY FEE FUND		
ALLIED UNIVERSAL SECURITY SERVICES	10,482.76	528255
LAW LIBRARY FUND		
THOMSON REUTERS-WEST	319.68	528220
FUNCTION 4 LLC	31.00	528234
CYBERSECURITY/LOAN LIB GT		
CDW COMPUTER CENTERS, INC.	13,380.00	528152
EMPG GRANT		
FUNCTION 4 LLC	31.00	528234
AMAZON CAPITAL SERVICES	152.33	528276
JUVENILE PROB & DET. FUND		
VERIZON WIRELESS	131.37	528168
NISHA AMIN	1,515.00	528201
GRANT A STATE AID		
SANITARY SUPPLY, INC.	9,292.67	528125
COMMUNITY SUPERVISION FND		

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DANA LEWIS-BROUSSARD	100.00	528170
UNITED STATES POSTAL SERVICE	71.01	528174
UNITED STATES POSTAL SERVICE	335.62	528175
JCCSC	225.00	528212
FUNCTION 4 LLC	62.00	528234
ODP BUSINESS SOLUTIONS, LLC	529.33	528274
BAK GLOBAL LLC	200.00	528278
COMMUNITY CORRECTIONS PRG		
FUNCTION 4 LLC	31.00	528234
DRUG DIVERSION PROGRAM		
FUNCTION 4 LLC	31.00	528234
LAW OFFICER TRAINING GRT		
ENTERGY	208.27	528102
COUNTY RECORDS MANAGEMENT		
UNITED STATES POSTAL SERVICE	2.07	528174
JENNIFER TRENBEATH	659.61	528240
HOTEL OCCUPANCY TAX FUND		
CINTAS, INC.	455.81	528087
CITY OF BEAUMONT - WATER DEPT.	105.07	528088
CASH ADVANCE ACCOUNT	1,829.71	528109
M&D SUPPLY	33.76	528114
AT&T	112.80	528137
DOGGETT FORD PARK	23,000.00	528189
FUNCTION 4 LLC	31.00	528234
GEORGE WEST	14.00	528271
CRIME LAB FUNDING CJD		
CDW COMPUTER CENTERS, INC.	383.01	528152
DISTRICT CLK RECORDS MGMT		
FUNCTION 4 LLC	62.00	528234
AIRPORT FUND		
SPIDLE & SPIDLE	1,381.07	528078
ENTERGY	11,287.64	528104
SANITARY SUPPLY, INC.	39.51	528125
WORTH HYDROCHEM OF THE GULF COAST	180.00	528145
UNITED STATES POSTAL SERVICE	1.38	528174
LOWE'S HOME CENTERS, INC.	458.69	528183
DISH NETWORK	124.39	528199
ALLIED ELECTRICAL SYSTEMS&SOLUTIONS	95.00	528205
SOUTHEAST TEXAS PARTS AND EQUIPMENT	258.21	528222
EAGLE PUMP & METERS INC	623.00	528230
FUNCTION 4 LLC	62.00	528234
TITAN AVIATION FUELS	76,354.49	528245
BIO TECH CONSULTING LLC	1,800.00	528298
SE TX EMP. BENEFIT POOL		
NEUROMUSCULAR CORPORATE SOLUTIONS	19,950.00	528250
LIVINITI LLC	250,661.28	528296
RXCOMPASS LLC	18,858.00	528297
SETEC FUND		
INDUSTRIAL & COMMERCIAL MECHANICAL	8,350.40	528217
LIABILITY CLAIMS ACCOUNT		
JEFFERSON CTY - WORKERS COMP	2,981.52	528285
WORKER'S COMPENSATION FD		

JEFFERSON CTY - WORKERS COMP	29,484.43	528286
PAYROLL FUND		
JEFFERSON CTY. - FLEXIBLE SPENDING	20,295.15	528051
CLEAT	5,297.00	528052
JEFFERSON CTY. TREASURER	13,568.87	528053
INTERNAL REVENUE SERVICE	5,208.00	528054
JEFFERSON CTY. COMMUNITY SUP.	5,848.43	528055
JEFFERSON CTY. TREASURER - HEALTH	590,298.03	528056
JEFFERSON CTY. TREASURER - GENERAL	10.00	528057
JEFFERSON CTY. TREASURER - PAYROLL	2,175,058.12	528058
JEFFERSON CTY. TREASURER - PAYROLL	723,164.38	528059
POLICE & FIRE FIGHTERS' ASSOCIATION	3,036.83	528060
JEFFERSON CTY. TREASURER - TCDRS	858,955.75	528061
JEFFERSON COUNTY TREASURER	3,543.51	528062
JEFFERSON COUNTY - TREASURER -	11,840.65	528063
NECHES FEDERAL CREDIT UNION	30,862.43	528064
DEPARTMENT OF CHILDREN AND FAMILY	126.00	528065
JEFFERSON COUNTY - NATIONWIDE	56,802.19	528066
SBA - U S DEPARTMENT OF TREASURY	299.86	528067
ALLSTATE BENEFITS	9,011.78	528068
SECURIAN LIFE INSURANCE COMPANY	1,135.92	528069
CHUBB	5,405.39	528070
JEFFERSON CTY. TREASURER - PAYROLL	38,020.25	528071
LANGUAGE ACCESS FUND		
RUBEN ZAPATA	200.00	528280
ERIKA BURGE	400.00	528294
ARPA CORONAVIRUS RECOVERY		
MEEKER MUNICIPAL WATER DISTRICT	225,307.70	528082
W. JEFFERSON COUNTY M.W.D.	1,071,105.97	528144
JEFFERSON COUNTY:REVISION	11,733.36	528288
CMM CONSTRUCTION CO INC	24,000.00	528295
ELECTION SECURITY GRANT		
STEEPMEADOW SOLUTIONS, LLC	188.20	528268
GUARDIANSHIP FEE		
VALECIA R TIZENO ATTORNEY AT LAW	300.00	528300
MARINE DIVISION		
ENTERGY	87.85	528102
JACK BROOKS REGIONAL AIRPORT	145.60	528108
SAFE BOAT INTERNATIONAL	641.56	528196
VECTOR SECURITY	54.52	528236
ODP BUSINESS SOLUTIONS, LLC	619.38	528274
SHERIFF-SPINDLETOP GRANT		
VERIZON WIRELESS	114.39	528166

1085 Pearl Street
Beaumont, Texas 77701
P.O. Box 1151
Beaumont, Texas 77704



Phone: 409-835-8475

E-mail address:
countyclerk@jeffersoncountytx.gov

Roxanne Acosta-Hellberg
JEFFERSON COUNTY CLERK

Haylee Fournier
Operations Manager

E-mail address:
haylee.fournier@jeffersoncountytx.gov

Denise Taylor
Accounting Administrator

E-mail address:
Denise.taylor@jeffersoncountytx.gov

<https://jeffersoncountytx.gov/cclerk/>

DATE: MAY 7, 2025
TO: FRAN LEE
FROM: ROXANNE ACOSTA-HELLBERG, COUNTY CLERK
RE: BUDGET LINE ITEM TRANSFER

Please transfer the amount of **\$25,000** for **Just Appraised** contract from:

- Assistants and Clerks 120 1014 414 1002 *to*
- Capital Computer Software 120 1014 414 6053

Just Appraised is offering to manage a critical task within the records department, indexing of our documents. Their services will help streamline and provide a uniform standard, making sure we are within both state and national guidelines.

Respectfully,

A handwritten signature in blue ink, appearing to read "Roxanne", followed by a long horizontal flourish line.

Roxanne Acosta-Hellberg, County Clerk



Proclamation

STATE OF TEXAS

§
§
§

COMMISSIONERS' COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 13 day of May, 2025, on motion made by Everette Bo Alfred, Commissioner of Precinct No. 4, and seconded by Cary Erickson, Commissioner of Precinct No. 2, the following Proclamation was adopted:

DRUG COURT

WHEREAS according to ALL RISE, treatment courts are the most successful justice system intervention in our nation's history for reducing crime by addressing substance use and mental health disorders; and

WHEREAS treatment courts save an average of more than \$6,000 for every individual they serve; and

WHEREAS treatment courts provide a range of economic benefits to a community, such as reduced costs in court and prison expenditures, increased tax revenues, lowered foster care expenses, and decreased costs related to victimization; and

WHEREAS treatment courts combine accountability with evidence-based treatment; and

WHEREAS treatment courts annually refer more than 150,000 people to lifesaving treatment and recovery support services; and

WHEREAS according to All Rise, treatment courts significantly improve substance use and mental health disorder treatment outcomes and prevent fatal overdoses; and

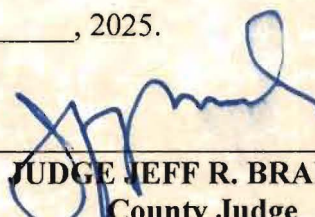
WHEREAS treatment courts facilitate community-wide partnerships, bringing together public safety and public health; and

WHEREAS there are now more than 4,000 treatment courts nationwide; and

WHEREAS treatment courts demonstrate that when one person rises, we all rise.

THEREFORE, BE IT RESOLVED that the Commissioners Court of Jefferson County hereby declares that the month of May 2025, will be Treatment Court Month.

Signed this 13 day of May, 2025.


JUDGE JEFF R. BRANICK
County Judge


COMMISSIONER BRANDON WILLIS
Precinct No. 1


COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3


COMMISSIONER CARY ERICKSON
Precinct No. 2


COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



SECTION 5.9

DRESS AND PERSONAL APPEARANCE

Employees are expected to maintain an appropriate appearance that is businesslike, neat and clean as determined by the requirements of the area in which the employee works. Because of the various type positions at the County, Department Heads/Elected Officials may set dress code standards appropriate for their area(s) of responsibility.

Dress, appearance, and hygiene should not be offensive or distracting to the public or other employees.

Appropriate appearance includes:

- Apparel- generally, employees should wear appropriate, clean, pressed business attire:
- Hair – should be clean, combed, and neatly trimmed or arranged;
- Personal Hygiene – good personal hygiene habits must be maintained.

If in the opinion of the supervisor, an employee is not dressed appropriately, the following steps should be taken:

1. As deemed appropriate, employees may be sent home to change immediately as well as given a written warning. Pay for the day that the employee is sent home begins when the employee returns to work.
2. Further violations could result in dismissal.

If uniforms are the dress attire required in a department, then all employees must comply with uniform guidelines.

UNIFORM GUIDELINES

The purpose of this policy shall be to maximize safe working conditions, reflect good appearance and to provide ease of recognition, and/or identification of designated employees by the public.

Elected Officials and Department Heads may set guidelines for the issuance and wear of uniforms as needed in their respective offices or department. Employees must follow the specific uniform guidelines of their office/department.

Elected Officials and Department Heads may approve the use of certain clothing items that bear the County seal and name of the office or department, which employees may purchase and wear at their option. Because the clothing bears the County seal, it should be well-maintained, and employees should be mindful of the way they represent the County while wearing such clothing in public.

Uniforms may be purchased by Elected Officials/Department Heads if applicable Budgeted County funds are available by following budget and purchasing guidelines. Uniforms are the property of the County, not the individual employee, and shall be returned to the County upon separation of employment. The following positions and/or job duties have been approved due to nature of the work perform and/or necessity for identification:

Law Enforcement as stipulated in the corresponding union contracts/ Firefighters & Nurses

Crime Lab staff responding to crime scenes

Road Crew/Mechanics/Maintenance positions

Mosquito Control pesticide & herbicide positions

Judicial – robes & rain gear for JPs responding to inquests

Any position that an Elected official/Department head determines to be similarly situated to the above will provide information to the County Auditor and Human Resources stating as such for record keeping purposes.

This policy is necessary to help determine whether all or any part of the uniform expenditures will be considered a taxable fringe benefit to the employee.

Uniforms are excluded from the wages of an employee if they are:

- Specifically required as a condition of employment, and
- Are not worn or adaptable to general usage as ordinary clothing.

Any uniforms determined to not meet the guidelines as exempt, such as blue jeans, as required by the Internal Revenue Services, will be required to be considered taxable wages and the value will be included and corresponding FICA, Medicare, & Federal taxes will be withheld from the employee's paycheck. See for guidance: <https://www.irs.gov/pub/irs-pdf/p5138.pdf>